



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 March 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 Miguel Espinoza

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Service Awards:**

- Ezequiel Herrera - 20 Years - Public Works

3. **Proclamation:**

- Social Work Month

4. **Recognition:**

- Recognition of Communications and Marketing Team for State of the City

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.

5. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on February 26, 2026 **(Shawna Atkinson)**
6. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve the Airline Terminal Lease and Operating Agreement with American Airlines, Inc. **(Don Green)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Purchase Three Fully Upfitted 2026 Ford F-150 PPV Responder Pickups from Randall Reed's Planet Ford, Garland, Texas for Marshals **(Don Green)**
8. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve a Lease with the U.S. General Services Administration for Office, Breakroom and Storage Space Utilized by the Transportation Security Administration. **(Don Green)**
9. **Resolution:** Receive a Report, Hold A discussion, and Take Action to Approve a Lease and Operating Agreement with SkyWest Airlines, Inc. **(Don Green)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Professional Services to Assist in Technology Leadership Consulting from Delbert Dee Lott **(Troy Swanson)**
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Microsoft SharePoint Storage from SHI International Corporation **(Troy Swanson)**
12. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Approve a Street Use License Extended Term with EA Engineering **(Jeff Duebner)**
13. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with Dr. Gary Holland to Continue as the Health Authority/Medical Director for the Abilene-Taylor County Public Health District. **(Annette Lerma)**
14. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending the FY26 Fee Schedule for Cypress Plaza and Recreation Centers **(Lesli Andrews)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

15. **Ordinance (Final Reading) CUP-2026-02:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Apply a Conditional Use Permit to a Property to Allow a Recreation Vehicle Park in Agricultural Open (AO) and General Commercial (GC) Zoning. Located at 309 Arnold Boulevard. **(Tim Littlejohn)**
16. **Ordinance (Final Reading) CUP-2026-03:** 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 an RV Park in Agricultural Open (AO) and General Commercial (GC)

Zoning within 239.86 Acres. Located at 3799 N Danville Drive. (Tim Littlejohn)

17. **Ordinance (Final Reading) Z-2026-05:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 1.54 Acres from Planned Development (PDD-59) to General Retail (GR) Zoning. Located at 4541 Catclaw Drive. (Tim Littlejohn)
18. **Ordinance (Final Reading) Z-2026-06:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 2.80 Acres from Agricultural Open (AO) to Residential Single-Family (RS-6) Zoning. Located at the 1500 Block of Wildlife Trails Parkway. (Tim Littlejohn)
19. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Approval of City Council Priorities and Guiding Principles (Emily Crawford)
20. **Presentation:** Presentation of Abilene Convention Center 2025 Annual Report (Tiffany Nichols, General Manager)

EXECUTIVE SESSION

21. **The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:**

A. 551.071 (Consultation with Attorney)

1. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
2. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
3. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
4. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
5. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
6. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
7. The Woodlands Pride, Inc., et al. v. Ken Paxton, Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
8. PFAS Litigation
9. Ginger Robertson v. City of Abilene and Abilene Zoological Society; Cause No. 13179-D, In the 350th Judicial District Court, Taylor County, Texas; filed December 5, 2023
10. City of Dallas, et al, v. Disney DTC, LLC, et al., Cause No. DC-22-09128, In the 14th Judicial District Court, Dallas County, Texas, filed August 3, 2022
11. Patricia Anderson v. City of Abilene; Cause No. 51867-A, IN the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024
12. Mary Lou Gonzales v. City of Abilene, Board of Building Standards; Cause No. 29156-B; In the District Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024
13. Bouldin Pat Crofton v. City of Abilene, Board of Building Standards; Cause No. 52175-A, In the 42nd Judicial Court, Taylor County, Texas; filed May 9, 2025
14. Tracey Freeman v. City of Abilene, Case No. 13596-D; In the District Court of Taylor County, 350th Judicial District, filed on July 8, 2025
15. Bronson Joseph Serasio v. C Davis, City of Abilene Police Department; Case No. 25SC-11643J11; In The Small Claims Court, Precinct 1, Place 1, Taylor County, Texas, filed July 21, 2025
16. Victor Lynn Lee v. Erin Stamey, et al., Case No. 5:25-cv-00590-XR; In the United States District Court, Western District of Texas, San Antonio Division; filed May 28, 2025
17. Brennon and Brittany Manske, et al. v. City of Abilene, et al.; Case No. 1:25-cv-00172-H, In

the United States District Court, Northern District of Texas, Abilene Division, filed September 5, 2025

18. Kevin Young v. Matthew Clopton; Case No. 1:24-CV-00113-H, In the United States District Court, Northern District of Texas, Abilene Division, filed July 16, 2024

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

20. Rusty Miller and Jenny Miller, Individually, and as Next Friends of Jayden Miller v. the City of Abilene; Cause No 13773-D, in the 350th Judicial District Court, Taylor County, Texas, filed December 22, 2025

21. Peer Cities and Fire Association Meet & Confer Agreement

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

REGULAR AGENDA

22.

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

- Abilene Housing Authority
- Street Maintenance Advisory and Appeals Board

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 March, 2026, at 1:15 p.m.

Kaitlin Richardson, TRMC
Deputy City Secretary



**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: Honorable Mayor & Members of City Council
FROM: Shawna Atkinson, City Secretary
ITEM: 5. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on February 26, 2026 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on February 26, 2026

FUNDING/FISCAL IMPACT

None

STAFF AND/OR BOARD RECOMMENDATION

Approval of the Minutes

ATTACHMENTS:

1. 02-26-2026 Minutes - Regular - Morning

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

**CITY COUNCIL MEETING
February 26, 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 February 26, 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.

Councilmember Travis Craver led the invocation.

Robert Wade-Quezada and Caleb McRae, both 4th graders at Alcorta 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

Water Utility employees were recognized for their dedication and prompt response to a sewer main break during the Thanksgiving holiday.

PRESENTATION OF CONSENT AGENDA

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

PUBLIC COMMENTS

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

- Jarrod Crockett
- Melissa Weaver
- Tammy Fogle

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

CONSENT AGENDA

Councilmember Price moved to approve the consent agenda, consisting of items 3-8. Councilmember Beard seconded the motion. Motion carried.

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

NAYS (0): None

Councilmember Espinoza had a conflict of interest on item 9 and abstained from voting on that item. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office. The vote for item 9 alone was:

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

NAYS (0): None

ABSTAIN (1): Councilmember Espinoza

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on February 12, 2026
4. Resolution: Receive a Report, Hold a Discussion and Take Action to Purchase One 2027 Freightliner M2 Cab and Chassis with 14ft Ledwell Flatbed Dump Body from Lonestar Truck Group, Abilene, Texas for Parks and Recreation
[ASSIGNED RESOLUTION NO. 43-2026]
5. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding a Contract for Printing Services to HVC RAM, LLC dba AlphaGraphics
[ASSIGNED RESOLUTION NO. 44-2026]
6. Ordinance (First Reading) CUP-2026-02: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Apply a Conditional Use Permit to a Property to Allow a Recreation Vehicle Park in Agricultural Open (AO) and General Commercial (GC) Zoning. Located at 309 Arnold Boulevard.
7. Ordinance (First Reading) CUP-2026-03: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner To Apply A Conditional Use Permit To A Property To Allow an RV Park in Agricultural Open (AO) and General Commercial (GC) Zoning within 239.86 Acres. Located at 3799 N Danville Drive.
8. Ordinance (First Reading) Z-2026-05: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 1.54 Acres from Planned Development (PDD-59) to General Retail (GR) Zoning. Located at 4541 Catclaw Drive
9. Ordinance (First Reading) Z-2026-06: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 2.80 Acres from Agricultural Open (AO) to Residential Single-Family (RS-6) Zoning. Located at the 1500 Block of Wildlife Trails Parkway.

REGULAR AGENDA

10. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, 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.
[ASSIGNED ORDINANCE NO. 13-2026]

Max Johnson, Director of Public Works, presented the item. Adoption of the item would provide clarification in the City Code on what Solid Waste Services is able to collect.

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

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

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

NAYS (0): None

11. Ordinance (Final Reading) Z-2026-02: Receive a Report, Hold a Discussion and Public Hearing, 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.

[ASSIGNED ORDINANCE NO. 14-2026]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced location from Planned Development District (PDD-116) to General Commercial (GC) Zoning.

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

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

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

NAYS (0): None

12. Ordinance (Final Reading) Z-2026-07: Receive a Report, Hold a Discussion and Public Hearing, 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.

[ASSIGNED ORDINANCE NO. 15-2026]

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

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

- Clint Rosenbaum, agent for the applicant

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

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

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

NAYS (0): None

13. Presentation: Receive a Report and Hold a Discussion on the January 23, 2026, Winter Weather Event

Vincent Cantu, Emergency Management Coordinator, presented the item. Mr. Cantu gave a brief overview of the recent winter storm in January that included a snapshot of the weather event itself, how the City and EOC were activated during that time, the impacts on various City facilities, services and infrastructure, how messaging was put out and how that can be improved in the future, and the need for critical facility freeze checks that has been noted from this event and years past. Council asked questions about the warming shelters and if shelters were at capacity during this time. Mr. Cantu explained when the City is able to step in for shelters, and the partners they work with when the City cannot.

This item was for presentation only. No votes or action were taken.

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:08 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:

14.A.551.071 (Consultation with Attorney)

7. The Woodlands Pride Inc., et al v. Ken Paxton, AG of Texas, et al

8. PFAS Litigation

21. Peer Cities

14. D.551.074 (Personnel Matters)

2. Boards & Commissions (re)Appointments

The Executive Session ended at 10:15 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

Mayor Hurt gave a reminder on the dates for the Primary Election in March and Municipal Election coming up in May, as well as the State of the City address scheduled for March 3rd.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:16 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: Emily Crawford, City Manager
FROM: Don Green, Director
ITEM: 6. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve the Airline Terminal Lease and Operating Agreement with American Airlines, Inc. (*Don Green*)

GENERAL INFORMATION

Airport staff and its Rates and Charges Consultant have been in negotiations with American Airlines for a new five-year lease and operating agreement. The current lease has been in holdover since January 2025 during these negotiations. This new agreement includes increased lease rates and landing fees for Signatory Airlines and provides the leasing structure for the addition of a second airline. A Signatory Airline is one that has a lease and operating agreement, which guarantees it the operating space and terms at a reduced rate from what a Non-Signatory Airline, such as a one-time charter operation, would pay.

The lease and charges will be backdated to be effective January 1, 2026.

FUNDING/FISCAL IMPACT

The charge per square foot increases from the current \$24.20 to \$48.00 in Year 1 with increases scheduled each year of the lease. The Landing Fee will increase from \$1.00/1,000 lbs to \$1.25/1,000 lbs in Year 1 and scheduled increases each succeeding year.

STAFF AND/OR BOARD RECOMMENDATION

Airport Staff recommends approval of the agreement. The Airport Development Board will consider its recommendation at its March 11, 2026 meeting. If the Board is not able to meet or does not approve its recommendation, this item may be pulled and brought to Council at a future meeting.

ATTACHMENTS:

1. American Airlines Lease Resolution 3-12-26
2. AA Lease (Final)
3. Exhibits A1 and A2 (2026)
4. Exhibit A-3 (Deice Equipment Storage)
5. AA Lease Agreement Presentation

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 03/11/2026

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING A LEASE AND OPERATING AGREEMENT AT ABILENE REGIONAL
AIRPORT WITH AMERICAN AIRLINES, INC.**

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

WHEREAS, American Airlines, Inc. (American) operates daily scheduled air service from the Airport to Dallas/Ft. Worth Airport, and beginning in June, Phoenix International Airport; and

WHEREAS, American and City have agreed to a five-year lease and operating agreement backdated to be effective January 1, 2026; and

WHEREAS, the Airport Development Board approved its recommendation at its March 11, 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 enter into the five-year Terminal Lease and Operating Agreement with American Airlines, Inc. with a backdated effective date of January 1, 2026.
2. That this lease is for a five-year term.
3. That this resolution takes effect immediately upon Council approval.

ADOPTED this 12th Day of March 2026.

ATTEST:

City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**AIR CARRIER TERMINAL LEASE
AND OPERATING AGREEMENT
BETWEEN
CITY OF ABILENE/
ABILENE REGIONAL AIRPORT
AND
AMERICAN AIRLINES, INC.**

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EXHIBITS

A1	Terminal Leased Premises – Lower Level
A2	Terminal Leased Premises – Upper Level
A3	De-Ice Equipment Storage Space
B	Minimum Standards

**THE STATE OF TEXAS § COMMERCIAL AIRLINE LEASE AND OPERATING
AGREEMENT**

COUNTY OF TAYLOR § TERMINAL BUILDING

THIS LEASE AGREEMENT ("Lease" or "Agreement") by and between the CITY OF ABILENE, a political subdivision of the State of Texas ("City"), and American Airlines, Inc., a Delaware Corporation ("Lessee"), is executed this **1st day of January 2026**.

WITNESSETH:

WHEREAS, the City owns and operates the Abilene Regional Airport, located in Taylor County, State of Texas ("Airport"); and,

WHEREAS, the City has certain facilities available for lease; and,

WHEREAS, the Lessee desires to provide certain passenger, baggage and other support services to assist in its operation as a Federal Aviation Administration ("FAA") certificated scheduled air carrier; and,

WHEREAS, the Lessee has indicated a willingness and ability to properly occupy said terminal space in accordance with standards established by the City;

NOW, THEREFORE, for and in consideration of the mutual undertakings, agreements and covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEFINED TERMS

Capitalized terms contained herein shall have the meaning as set forth herein, including those capitalized terms defined in the Recitals above. Terms defined herein shall include both singular and plural versions of the subject term.

PREMISES AND PRIVILEGES

American Airlines Lease and Operating Agreement

For and in consideration of the term(s), conditions and covenants of this Lease to be performed by the Lessee, all of which the Lessee accepts, the City hereby leases to the Lessee and the Lessee hereby accepts from the City certain premises located at the Airport and as further identified in **Exhibits A1, A2** (collectively, the “Leased Premises”), and certain non-exclusive attendant privileges, uses and rights (and in accordance with the Minimum Standards **Exhibit B**), as hereinafter specifically set out. . Notwithstanding anything to the contrary contained herein, if there shall be any conflict between the express terms of this Lease and the Minimum Standards, the express terms of this Lease shall control.

A. DESCRIPTION OF PREMISES LEASED

The Leased Premises are as shown on the attached **Exhibits A1 and A2** and include both the Preferential Use Space and the Common Use Space as the same are described in Article III, Section F herein.

The Lessee accepts the Leased Premises in their present condition, subject to and including all defects latent and patent.

B. OBJECTS AND PURPOSE OF LEASE

The purpose of this Agreement is to grant to the Lessee the non-exclusive right and privilege to conduct business normally provided by a certificated air carrier at the Airport.

The Lessee shall not use the Leased Premises for any purposes other than those authorized herein without the prior written consent of the City, which shall not be unreasonably withheld, conditioned, or delayed.

The Lessee shall have the following privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants hereinafter set forth:

1. The operation of a FAA-certificated air carrier, either directly or under a
American Airlines Lease and Operating Agreement

contracted air carrier, for the air transportation of persons, property and mail, including all activities reasonably necessary for such operation ("Air Transportation");

2. The arrival (landing), departure (taking off), loading, unloading, servicing, parking and testing of aircraft or other equipment, including the use of a reasonable amount of ramp area located at the assigned passenger boarding bridge/gate;
3. The sale of tickets, checked baggage, in-flight meals, and the loading and unloading of persons, property and mail/cargo at the Airport;
4. The purchase of fuel dispensed by an Airport-approved provider, in-flight food and other passenger supplies, and any other materials and supplies from any person or company of the Lessee's choice and the making of agreements with any person or company of the Lessee's choice for work to be done for the Lessee. Such persons or companies may be subject to the following Airport requirements: security/identification badges, assigned work areas and times, and reasonable concession, fuel flowage or other operating fees;
5. The installation, maintenance and operation of such radio, data, communication, and meteorological equipment as may be necessary or convenient for its operations; provided that the location of such equipment and facilities shall be subject to the prior written approval of the Director of Transportation Services ("Director"), such approval not to be unreasonably withheld, conditioned or delayed;
6. All Lessee-purchased trade fixtures, equipment and other personal property installed on or about the Leased Premises shall be subject to the prior written approval of the Director, which shall not be unreasonably withheld, conditioned, or delayed, and shall remain the property of the Lessee;
7. The general use, in common and in cooperation with others authorized to do so, of all public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided.

C. IMPROVEMENTS ON LEASED PREMISES

No improvement shall be made to or installed on the Leased Premises by the Lessee without the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed. The Lessee covenants and agrees that prior to the installation

or construction of any such building, fixture, structural addition, or improvement, it shall submit the general plan, location, design and character thereof to the City for approval, and that all construction will be in material accordance with such plans and specifications. Approval of the Lessee's plans by the City shall not constitute a representation or warranty as to such conformity; responsibilities for such conformity shall at all times remain with the Lessee.

The Lessee understands that the Airport has zoning and development restrictions and that all improvements to the Leased Premises shall conform to zoning ordinances, applicable building standards, Airport Minimum Standards and other Airport rules and regulations then in existence. All improvements are subject to the prior approval of the City through its site plan process and future improvements must follow the Lessee's site plan, as approved by the City.

Title to all permanent improvements constructed on the Leased Premises shall convey to the City at the expiration of this Agreement; provided, however, all Lessee-purchased trade fixtures, equipment and other personal property, regardless of whether affixed to the Leased Premises, shall remain the property of Lessee, and should there be any damage to the Leased Premises as a result of the removal thereof by Lessee, Lessee shall be responsible, at its sole cost and expense, for repairing any such damage.

D. PROHIBITED USES

The Lessee shall not use or cause its employees, agents, and contractors to use any part of the Leased Premises in any other manner than set out in Article I of this Lease. Without limiting the generality of such prohibition, the following uses are specifically prohibited unless prior written consent of the Director is secured, which consent shall not be unreasonably withheld, conditioned, or delayed:

1. Auto rental service

2. Food and alcoholic beverage sales (excluding in-flight);
3. Sales or advertisement of non-airline products, except American Airlines/AAdvantage branded credit cards, shall not be permitted. Such other advertisements shall be contracted with the Airport only; and
4. Any use prohibited by law.

E. OBSERVANCE OF STATUTES, ETC.

The granting of this Lease and its acceptance by the Lessee is conditioned upon the right to use said public Airport facilities in common with others authorized to do so, provided, however, that the Lessee shall observe and comply with any and all lawful requirements of the City and with all federal, state or local statutes, ordinances, regulations and standards applicable to the Lessee and its use of the Leased Premises, including but not limited to rules and regulations lawfully promulgated from time to time by the Director or City Council. Notwithstanding anything to the contrary contained herein, if there shall be any conflict between the express terms of this Lease and any rules and regulations promulgated by the Director or the City Council, the terms of this Lease shall control.

ARTICLE II

OBLIGATIONS OF THE CITY

A. OPERATION AS A PUBLIC AIRPORT

The City covenants and agrees that at all times it will operate and maintain the Airport facilities as a public airport consistent with and pursuant to assurances given by the City to the United States Government. The City shall provide adequate illumination for the terminal building public space (including gates), Common Use Space, Preferential Use Space (provided Lessee shall be responsible for re-lamping in its Preferential Use Space) and loading ramp area adjacent to the terminal building. The City shall not be required to perform maintenance and repairs occasioned by the negligence of the Lessee in servicing or repairing its aircraft including cleaning of the ramp in

Lessee's aircraft parking positions as a result of oils, fuels or other liquids spilled by Lessee during the term hereof. If the City provides such services following written notice and a reasonable opportunity for Lessee to perform the same, Lessee may be charged for the actual, documented cost of such services incurred by the City.

The City shall maintain and keep in good condition and repair all places in and about the Airport terminal building which are used by, or made accessible to, the public, including but not limited to the Preferential Spaces of the Ticket Counter Queuing, and the Holdroom, Common Use Space, restrooms, streets, sidewalks, and other lawful approaches, gates, passenger boarding bridges, terminal ramp areas, etc. In addition, the City has and shall maintain and keep in good repair all structural components of the terminal building, including, but not limited to, the roof, foundation, and structural walls. The City shall also supply or cause to be supplied appropriate and adequate equipment and maintenance for air conditioning, electrical power, ventilation, heat, water, sewerage facilities, and solid waste dumpsters for terminal building public space, Lessee's Preferential Use Space, and the Common Use Space. The City shall be responsible for janitorial services and trash removal from all areas of the Airport other than Lessee's Preferential Use Space. The City will use best efforts to prevent/remove snow and ice accumulations from critical runways, taxiways and ramp areas (excluding within 15' from parked Lessee aircraft at the gate). Such measures for roadways, sidewalks and vehicle parking may be done based on the reasonable judgment of the Director. The City agrees to install and maintain in all areas of the Airport (other than Lessee's Preferential Use Space) such fire equipment and fire extinguishers, except such rated and as may be required for aircraft use, as designated or requested by the Fire Marshall or in accordance with applicable local, state and federal safety standards and requirements.

B. INGRESS AND EGRESS

The Lessee shall have the right of ingress to and egress from the Leased Premises for the Lessee, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitees over such roadway(s) as may be designated for that purpose and the right of ingress to and egress from runways over taxiways and aircraft parking ramps provided by the City. Said roadway(s), aircraft parking ramps, runways and taxiways shall be used jointly with other tenants of the City with operations at the Airport, but not for the conduct of business on other leased premises, and the Lessee shall not materially interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City deems reasonably necessary.

The City shall, throughout the term hereof, permit adequate roadway and pedestrian access to the Leased Premises. The City shall maintain public access to the Leased Premises in a good, and safe condition.

ARTICLE III

OBLIGATIONS OF LESSEE

A. PAYMENTS DUE

The Lessee agrees that no payments owed by the Lessee of any nature whatsoever to the City, the Abilene Independent School District, Taylor County, Jones County, or the West Central Texas Municipal Water District, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become materially delinquent or in arrears.

B. MAINTENANCE AND OPERATION

The Lessee shall maintain its Preferential Use Space at all times in a safe and orderly condition

and shall not permit the material accumulation of any trash or debris on the same. Lessee is responsible for the janitorial and general upkeep of its non-public Preferential Space, including removing trash that must be placed in the dumpsters outside of the Terminal Building. Preferential Space that is accessible to and used by the public - Ticket Counter Queuing and the Holdroom – will be cleaned and maintained by the City (Article II-A). Subject to City’s maintenance and repair obligations set forth in Article II, Lessee shall maintain in good condition and repair the non-structural portions of its Preferential Use Space. Additionally, the Lessee shall repair all damages to the Leased Premises caused by the negligence or willful misconduct of its employees, agents or contractors, and shall maintain in good repair all of the Lessee’s equipment thereon.

The Lessee further agrees that upon the expiration of the term of this Lease or sooner cancellation thereof, said Preferential Use Space will be delivered to the City in good condition, reasonable wear and tear and the City’s express maintenance and repair obligations set forth in Article II excepted, subject to the provisions of Article VII, hereof.

C. PERIODIC INSPECTIONS

THE CITY RESERVES THE RIGHT TO MAKE PERIODIC INSPECTION OF THE LEASED PREMISES, IMPROVEMENTS AND EQUIPMENT THEREIN DURING NORMAL BUSINESS HOURS, FOLLOWING WRITTEN NOTICE TO LESSEE, AND ACCOMPANIED BY A DULY AUTHORIZED REPRESENTATIVE OF LESSEE.

The Lessee agrees to install and maintain in its Preferential Use Space such fire equipment and fire extinguishers as designated or requested by the Fire Marshall in accordance with applicable local, state and federal safety law.

The Lessee will comply with all valid and enforceable laws, rules and regulations made by the Director, City Council, FAA and Transportation Security Administration (“TSA”).

D. SIGNS

The installation and operation of identifying signs on the Leased Premises, the general type, number, design and method of installation and removal and location of such signs are subject to the prior written approval of the Director. This written approval shall not be unreasonably withheld, conditioned or delayed.

E. NONDISCRIMINATION

1. The Lessee does hereby covenant and agree that (1) no person on the grounds of race, color, sex, creed, national origin, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination by Lessee in the use of the Leased Premises, (2) that in the construction of any improvements on, or under such Leased Premises, or the furnishing of services thereof, no person on the grounds of race, color, sex, creed, national origin, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased Premises in compliance with all other applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and with all enforcement procedures as the United States might demand that the City take, (4) that the Lessee shall conduct its operations in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (23 U.S.C. 794) and 49 C.F.R., Part 27, Americans with Disabilities Act, and will assure that no disabled person shall, solely by reason of their disability, be excluded from participation, be denied the benefits of,

or otherwise subjected to discrimination, including discrimination in employment. Further, the Lessee covenants and agrees that it shall not cause its employees, contractors, or agents to take any action or omission that would violate the same.

2. Title VI General Civil Rights Provisions

- a) In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- b) The above provision binds the Lessee and sublessees from the bid solicitation period through the completion of the contract.
- c) If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration.

F. LEGAL DESCRIPTION

The Lessee will have use of the following (square feet are approximate measurements), which collectively form the “Leased Premises”:

Preferential Use Space

3,974 square feet

Preferential Space consists of the following: **Exhibit A1** – Baggage Office (79 sf); **Exhibit A2** – AA Office and Ticket Counter Queuing (1,775 sf), ½ Outbound Baggage (73 sf), Gate Holdroom (1,722 sf); **Exhibit A3** – Deice Equipment Storage (325 sf at \$65/SF each year)

Common Use Space

6,193 square feet

Common Use Space consists of the following: **Exhibit A1** - Baggage Claim (2,287 sf), and Baggage Handling (2,803 sf), Baggage Overhang (1,103 sf)

In the event of multiple Signatory Air Carriers, the Common Use Space charge will be calculated using the 20/80 Method.

20/80 Method Calculation - Rental amounts for Common Use Space shall be calculated in the following manner when more than one Signatory Air Carrier uses such space:

20% of the Common Use Space shall be divided evenly by each Signatory Air Carrier using such space.

80% of the Common Use Space shall be charged on a pro rata basis by dividing the total number of enplaned passengers of each Signatory Air Carrier using such space by the total number of enplaned passengers of all Signatory Air Carriers using such space and multiplying that percentage by 80% of the Common Use Space rentals for the space for that invoiced month.

In the event the Lessee is the sole Signatory Air Carrier, the Lessor shall charge one half of the 20% Common Use Space portion to the Lessee. The Lessee shall be responsible for all of the remaining 80% rental amount of Common Use Space.

G. FEDERALLY REQUIRED ASSURANCES

The Lessee does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises by Lessee, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits as the Department of Transportation program or activity, the Lessee shall maintain and operate and shall cause its employees, contractors, and agents to maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R., Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulation may be amended.

H. WORK STOPPAGES

In the event of strike or work stoppage by employees of the Lessee, the Lessee will continue to pay, during the entire period of any such strike or work stoppage, the rentals set forth in Article V of this Lease.

I. NON-INTERFERENCE WITH OPERATION OF AIRPORT

The Lessee, by executing this Lease, expressly agrees that it will not use the Leased Premises in any manner that interferes or is likely to interfere with the landing and taking off of aircraft at the Airport. In the event the aforesaid covenant is materially breached by Lessee, the City reserves the right to enter upon the Leased Premises, following prior written notice of the alleged breach and reasonable opportunity to cure, and cause the abatement of such interference at the expense of the Lessee.

The City shall maintain and keep in good repair and in compliance with applicable FAA standards the runways, taxiways, and air carrier ramp of the Airport, and shall have the right to direct and control all activities of the Lessee thereupon.

ARTICLE IV

TERM OF LEASE

The term of this Lease shall be for a period of five (5) years from **January 1, 2026 through December 31, 2030.**

ARTICLE V

RENTALS and FEES

All rentals and fees shall be due and payable by the Lessee within thirty (30) days of its receipt of invoicing from the City.

- A. **LEASED AREA:** The Lessee shall, during the term of this Lease, pay to the City (in monthly installments) an annual rental amount as described below:

Preferential Use Space and Common Use Space¹

January 1, 2026 - December 31, 2026	\$48.00/ sq. ft. / year
January 1, 2027 - December 31, 2027	\$60.00/ sq. ft. / year
January 1, 2028 - December 31, 2028	\$70.00/ sq. ft. / year
January 1, 2029 - December 31, 2029	\$80.00/ sq. ft. / year
January 1, 2030 - December 31, 2030	\$88.00/ sq. ft. / year

Charges for Common Use Space will be calculated based on pro rata share described in Article III (F).

- B. **LANDING FEES:** The Lessee shall pay the following Landing Fee rate monthly for all Lessee-owned or contracted aircraft regardless of a scheduled, non-scheduled or maintenance-related landing. The Landing Fee is calculated per 1,000 lbs. of the

¹ Subject to 20/80 method of calculation in accordance with Article III, Subsection F.
American Airlines Lease and Operating Agreement

maximum gross weight for each aircraft type.

January 1, 2026 - December 31, 2026	\$1.25
January 1, 2027 - December 31, 2027	\$1.44
January 1, 2028 - December 31, 2028	\$1.65
January 1, 2029 - December 31, 2029	\$1.82
January 1, 2030 - December 31, 2030	\$2.00

C. EMPLOYEE PARKING

The Lessee shall, during the term of this Lease, if applicable, pay to the City a monthly parking fee consistent with the City's schedule of rates and charges, subject to periodic review and adjustment by its City Council. Lessee shall pay for the number of Lessee's employees utilizing the employee parking facilities the last day of each month invoiced.

D. DELINQUENT RENTALS

There shall be added to all sums due the City and unpaid, an interest charge of one and one-half percent (1½%) per month, calculated daily, if payment is received after the thirtieth (30th) day following Lessee's receipt of the City's invoice for such payment. No interest shall be charged upon that portion of any debt which, in good faith, is in dispute.

E. DEPLANED DIVERTED PASSENGER FEES

The City shall charge Lessee for City's support of irregular operations (Diversions) aircraft (due to weather, aircraft mechanical issues or other cause or emergency) that deplane passengers after, or remain in the terminal after, regular Airport administration hours of business (Monday through Friday 8:00 a.m. to 5:00 p.m. City-observed holidays are not regular hours of business). Charges will be based on the current hourly rate for each Airport employee required, as reasonably determined by the Director, to provide limited assistance

and oversight of deplaned passengers in the terminal until such passengers re-board the aircraft or are transported by the Lessee from the Airport. Other passenger support (i.e. food, bottled water, or other non-alcoholic beverages, other transportation, miscellaneous needs) purchased/provided by Airport employees at the request or approval of Lessee's Abilene General Manager, shall be reimbursed by Lessee as evidenced by receipt or Director's affidavit.

F. Ramp Parking

For each Lessee-operated aircraft that is parked outside of Lessee's assigned jet bridge/gate area or other assigned Leased Premises and is not subject to diversion or irregular operations, Lessee shall be charged a fee of \$50 (non-prorated) for every 24-hour period the aircraft remains in such non-leased location. Lessee shall obtain the Director's approval prior to parking aircraft subject to diversion or irregular operations. Diverted aircraft will have a maximum of 24 hours from arrival in the non-leased area before being charged this fee.

G. Unanticipated Safety/Security Services Fees

In the event of a change in the safety and/or security requirements of the Airport based on determination by FAA and/or TSA and subject to consultation with the Lessee, Lessee may be charged a non-discriminatory fee for enhanced safety and/or security. No fee is currently anticipated but the City reserves the right to charge such a fee, if necessary, as an amendment to this Agreement.

H. Additional Jet Bridge Use

In the event Lessee uses another available jet bridge in addition to its Preferential Use Holdroom Space, the Lessor will charge \$85.00 per Turn for the use of the other Holdroom Space.

ARTICLE VI
INSURANCE AND INDEMNITY BY LESSEE

A. TYPE AND AMOUNT

The Lessee shall provide and maintain, at its own expense, the following types and amounts of insurance, during the term of this Lease:

<u>TYPE</u>	<u>AMOUNT</u>
1) Comprehensive General (Public) Liability - to include (but Limited to) the following: a) Premises/operations b) Independent contractors c) Personal injury liability d) Contractual liability (Insuring indemnity provision within this contract)	Combined single limit coverage (or equivalent for bodily injury and property damage: \$2 million on a per occurrence basis
2) Worker's Compensation and Employer's Liability	Statutory: \$100,000 per occurrence

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective 30 days after notice is sent to the address provided herein. If the City exercises the right to increase the minimum insurance amounts, the Lessee may choose to either comply with the increase or cancel this Lease with no penalty.

The procurement of said insurance shall not be construed to be a limitation upon the Lessee's liability, or as a full performance on its part of the indemnification provisions of the Lease. The Lessee's obligations are, notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the Airport.

B. OTHER INSURANCE REQUIREMENTS

Before commencement of activities under this Lease, the Lessee shall furnish to the Director,

certificates of insurance or copies of the policies, plainly and clearly evidencing the required insurance, and thereafter; new certificates prior to the expiration date of any prior certificate. The Lessee understands that it is solely responsible to provide this necessary information and that failure to timely comply with the requirements of this article shall be a cause for cancellation of this Lease, under the provisions of Article VII, hereof.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility. All policies shall be subject to examination at Lessee's Corporate Office and approval by the City for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Lease for the City, as additional insured, shall be primary insurance and not contributing with any other insurance available to the City, including any third party liability policy.

The Lessee further agrees that with respect to the above-required insurance, the City shall:

1. Be named as additional insured/or an insured, as its interest may appear;
2. Be provided with a waiver of subrogation; and
3. Be provided with 30 days advance notice, in writing, of cancellation or material change.

C. **INDEMNITY**

The Lessee agrees to indemnify, hold harmless and defend the City, its officers, agents and employees, from and against all liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and reasonable and documented attorneys' fees (individually, a

“Claim”, and collectively, “Claims”) arising out of or resulting from (i) Lessee’s failure to perform any of its obligations under this Agreement, (ii) Lessee’s or its officers, agents, or employees use or occupancy of the Leased Premises, or (iii) the willful misconduct or negligence of the Lessee, its officers, agents or employees, including all such Claims based on applicable common, constitutional, or statutory law.

The Lessee further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, and employees, as well as their property, while in or on the Leased Premises. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Lessee, its officers, agents, or employees.

It is further agreed with respect to the above indemnity, that the City and the Lessee will provide the other prompt and timely written notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might materially affect the Lessee or the City, and the City shall have the right, at its sole cost and expense, to compromise and defend the same to the extent of its own interests.

The Lessee further agrees that this indemnity provision shall be considered as an additional remedy for the City and not an exclusive remedy.

Notwithstanding the foregoing or anything else to the contrary contained herein, the indemnity provided for in this Agreement shall have no application to any Claim to the extent that any such Claim results or arises from the negligence or willful misconduct of the City, its officers, officials, agents or employees.

ARTICLE VII

TERMINATION OF LEASE, ASSIGNMENT, TRANSFER,

AND CANCELLATION

A. TERMINATION

This Lease shall terminate at the end of the full term hereof including any optional, subsequent terms as provided for in Article IV herein, and the Lessee shall have no further right or interest in the Leased Premises.

B. CANCELLATION BY THE CITY

This Lease shall be subject to cancellation by the City in the event that Lessee fails to cure the following (“Lessee Default Events”) within sixty (60) days of delivery of written notice from the City; provided however, that if the subject Lessee Default Event is not capable of being cured within sixty days, Lessee commences curing the same within sixty days of the written notice and diligently pursues such cure to completion:

1. Being in arrears in the payment of any part of the amount agreed upon hereunder for greater than thirty (30) days following Lessee’s receipt of the City’s invoice regarding the same.
2. Making a general assignment of Lessee’s rights under this Lease for the benefit of creditors.
3. Filing a voluntary petition of bankruptcy, or, if the proceedings in bankruptcy shall be instituted against the Lessee and thereafter Lessee is adjudicated as bankrupt pursuant to such proceedings; or, if a receiver shall take jurisdiction of the Lessee and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a receiver for the Lessee’s assets is appointed; or if the Lessee shall be divested of its rights, powers and privileges under this Lease by other operation of law.
4. Abandonment of the Leased Premises.
5. Default in the performance of any of the covenants, agreements and conditions

required or to be performed by the Lessee.

6. Material failure to abide by all applicable, valid, and enforceable against Lessee laws, ordinances and rules and regulations of the United States, State of Texas, the City of Abilene, or the Director.

If, after receipt of the City's notice and opportunity to cure, the Lessee Default Event complained of shall not have been corrected in a manner reasonably satisfactory to the City, the City shall have the right, and without further notice to the Lessee, to take immediate possession of the Leased Premises and remove the Lessee's personal property, equipment, and other effects, without being deemed guilty of trespassing. Upon said repossession of the Leased Premises by the City pursuant to this Article VII, all rights of the Lessee hereunder shall be deemed forfeited; provided, however, the City shall have and reserves all of its available remedies at law as a result of said Lessee Event of Default.

Failure of either party to declare this Lease terminated upon City or Lessee's failure to cure any City Default Event (defined below) or Lessee Default Event as the same may be applicable, the same shall not operate to bar, destroy or waive the right of the non-defaulting party to cancel this Lease by reason of any subsequent City Default Event or Lessee Default Event. The acceptance of rentals and fees by the City for any period or periods after a Lessee Default Event shall not be deemed a waiver of any rights on the part of the City to cancel this Lease due to Lessee's failure to cure a Lessee Default Event following written notice by the City as required hereunder.

C. **WAIVER OF STATUTORY NOTICE TO QUIT**

In the event the City exercises its option to cancel this Lease upon the occurrence of any or all of the Lessee Default Events and the subsequent failure by Lessee to cure the same within the time allowed, a notice of cancellation sent to the address specified in Article VIII, Section E (or subsequent address provided in writing to the Director), shall be sufficient to cancel this Lease; and upon such

cancellation, the Lessee hereby agrees that it will promptly surrender up possession of the Leased Premises to the City.

D. SUBLETTING AND ASSIGNMENT

The Lessee shall not rent or sublease all or any part of the Leased Premises or the improvements located thereon without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. However, with written notice to City, the Lessee may assign this Lease without such City consent to any corporation with which the Lessee merges, consolidates, or which succeeds to the business of the Lessee. Any sub lessees shall be subject to the same conditions, obligations and terms as set forth herein. The Lessee shall be responsible for the observance by its tenants and sub-lessees of the terms and covenants of this Lease. It is not the intention of the City that subleases be misused as a method to avoid compliance with the Minimum Standards.

In the event that the City determines that a sub-lessee is operating an aviation-related business without complying with the Minimum Standards applicable thereto, the sublease may be terminated in the same manner as provided by Article VII herein.

The Lessee may, with the prior written consent of the City (not to be unreasonably withheld, conditioned or delayed), assign this Lease. In such event, the Lessee shall be relieved of any further obligation hereunder, and the City will look solely to such approved assignee for performance of this Lease subsequent to the effective date of such approved assignment. Said assignee shall not further assign this Lease except with the prior written approval of the City, and any assignment by the Lessee shall contain a clause to this effect.

All of the terms and covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

E. **DESTRUCTION OF PREMISES**

If all or a portion of the Leased Premises shall be damaged by fire or other casualty in such manner as to render them unusable in whole or in part, the rental required to be paid hereunder shall be abated or reduced proportionately to the amount of the Leased Premises so damaged or rendered unusable during the period from the date of such damage or destruction until the work of repairing, restoring or reconstruction of said Leased Premises is completed by the City, or the Lessee may cancel this Lease. Notwithstanding the foregoing, should said damage be caused by the negligence or willful misconduct of the Lessee, its agents, contractors or employees, the Lessee shall be responsible for repairing said damage and shall pay the cost thereof, less any insurance proceeds received by City on account thereof, and there shall be no rental or fee abatement hereunder.

F. **PERSONAL PROPERTY**

The City shall have a lien as security for Lessee's payment of rent as required herein upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property, excluding aircraft and all information technology, which are or may be put or caused to be put on the Leased Premises by the Lessee.

Upon termination of this Lease, the Lessee shall remove all personal property from the Leased Premises within fourteen (14) calendar days after said termination, provided that the Lessee shall at no time remove any improvement for which it has or will receive a rental credit or rebate. If the Lessee fails to remove its personal property, the City may sell the same and keep the proceeds after first applying them to any payments in arrears or may have such property removed at the expense of the Lessee.

G. CANCELLATION BY LESSEE

This Lease shall be subject to cancellation by the Lessee, at the Lessee's option, after the occurrence of one or more of the following events ("City Default Events"):

1. The abandonment of the Airport as a public airport.
2. The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport or any substantial part or parts thereof, in such a manner to materially restrict Lessee's operations at the Airport for a period of at 90 days or more.
3. Damage to the Lessee's improvements, that renders such improvements unacceptable for the purpose for which they were intended.
5. Loss or abandonment of the Lessee's right to operate as an air carrier.
7. Any failure or refusal by final and unappealable action of the FAA or any other State or Federal regulatory agency of appropriate jurisdiction to permit the Lessee to operate into, from, or through the Airport such as the Lessee may reasonably desire to operate.
9. The breach by the City of any of the covenants or agreements herein contained and the failure of the City to remedy such breach for a period of 60 days after receipt of a written notice of the existence of such breach.

The Lessee may exercise such rights of cancellation by written notice to the City at any time after the lapse of the applicable periods for City to cure the City Default Event, and this Lease shall cancel as of that date. Rentals due hereunder shall be payable only to the date of said cancellation.

H. HOLDING OVER

In the event the Lessee shall continue to occupy the Leased Premises beyond the term of this Lease or any extension thereof, such holding over shall not constitute a renewal of this Lease but shall be a month-to-month tenancy only, which may be terminated by either party upon thirty (30) days' written notice. The City may include a reasonable rate increase for the Holdover Period.

ARTICLE VIII

GENERAL PROVISIONS

A. THE CITY'S RESERVED RIGHTS

1. Development. The City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the reasonable opinion of the Director, would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. Recapture. In the event the City requires the Leased Premises for expansion or developing of the Airport, the City reserves the right, following sixty (60) days' written notice to the Lessee, to relocate or replace the Lessee's improvements at the City's cost and expense in a substantially similar form at another generally comparable location on the Airport. During such period of relocation, the City will use its best efforts to provide similar accommodations. If Lessee obtains its own temporary shelter, rent payment may be adjusted per negotiated rates.

During the time of war or national emergency, the City shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the lease to the Government shall be suspended, and in that event a just and proportionate part of the rent hereunder shall be abated and Lessee will have the option to cancel this Lease following written notice to City.

3. Other Contracts. This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the City of Federal funds for the development of the Airport.
4. Inspection. Upon not less than thirty-six (36) hours prior written notice and accompanied by a duly authorized representative of Lessee, the City, through its duly authorized agent, shall have at any reasonable time the right to enter the Leased Premises for the purpose of performing any and all things which the City is obligated and/or has a right to do under this Lease.
5. Other Leases. Except as provided for under the conditions of an approved air

American Airlines Lease and Operating Agreement

service development program, the City agrees not to enter into any lease, license, contract or other agreement with any other 14 CFR Part 121 scheduled air carrier containing more favorable terms than this Agreement (including its methodology of establishing rates, fees and charges) or to grant to such scheduled air carrier rights or privileges with respect to the Airport that are not accorded to the Lessee hereunder unless the same rights, terms and privileges are concurrently made available to the Lessee. Nothing herein contained shall limit the City with respect to granting of leases to other aviation tenants (excluding 14 CFR Part 121 scheduled air carriers) under different terms and conditions as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

6. Easements. The City retains the use and enjoyment of all utility and other easements located on, in, or about the Leased Premises. The City shall retain the right to take, without compensation to the Lessee, any additional easements as are necessary on the Leased Premises for installation or maintenance of utilities, whether they be to supply service to the Lessee hereunder or other lessees of the Airport, provided that any such additional easements will not interfere with the Lessee's use of the Leased Premises.
7. Retained Easement. The City shall retain an easement over, above, and on the Leased Premises in relation the utilization of the air space for the purposes of the operation of the Airport.

B. APPLICABLE LAW AND VENUE

This Lease and all transactions made hereunder shall be construed and governed according to the laws of the State of Texas. Venue for any legal proceedings shall be in Taylor County, Texas.

C. INVALID PROVISIONS

In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the validity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision.

D. PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

E. **NOTICES**

Whenever any notice or payment is required by this Lease to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States mail, addressed to:

Notice to:

Director of Transportation Services
Abilene Regional Airport
2933 Airport Blvd, Ste 200
Abilene, TX 79602

Payment to:

Accounting Department
City of Abilene
P.O. Box 60
Abilene, TX 79604

Notices, consents and approval to the Lessee addressed to:

Reshma Soni
1 Skyview Dr MD8E100
Fort Worth, TX 76155
Reshma.soni@aa.com

Or to such other addresses as the parties may designate to each in writing.

F. **NOT EXCLUSIVE RIGHT**

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right to operate a commercial airline at the Airport.

G. **FEDERAL AVIATION ADMINISTRATION**

Whenever the term "Federal Aviation Administration" or "FAA" is used in this Lease, it shall be construed as referring to the Federal Aviation Administration created by the Federal Government or to such other agencies of the Federal Government having from time-to-time competent jurisdiction over the Lessee or its business.

H. **AUTHORITY TO EXECUTE**

Each of the parties hereto warrants and represents that the execution and delivery of this Agreement by the undersigned representatives has been duly authorized by all necessary corporate or municipal action, as applicable.

I. **NO INDIVIDUAL LIABILITY**

No member, officer, agent, director, or employee of City or Lessee shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate copies as of the date first above mentioned at Abilene, Texas.

LESSOR: CITY OF ABILENE

ATTEST:

By: _____
Emily Crawford, City Manager

Shawna Atkinson, City Secretary

APPROVED:

Stanley Smith, City Attorney

LESSEE: AMERICAN AIRLINES, INC.

ATTEST:

By: _____

Title: _____

Title: _____

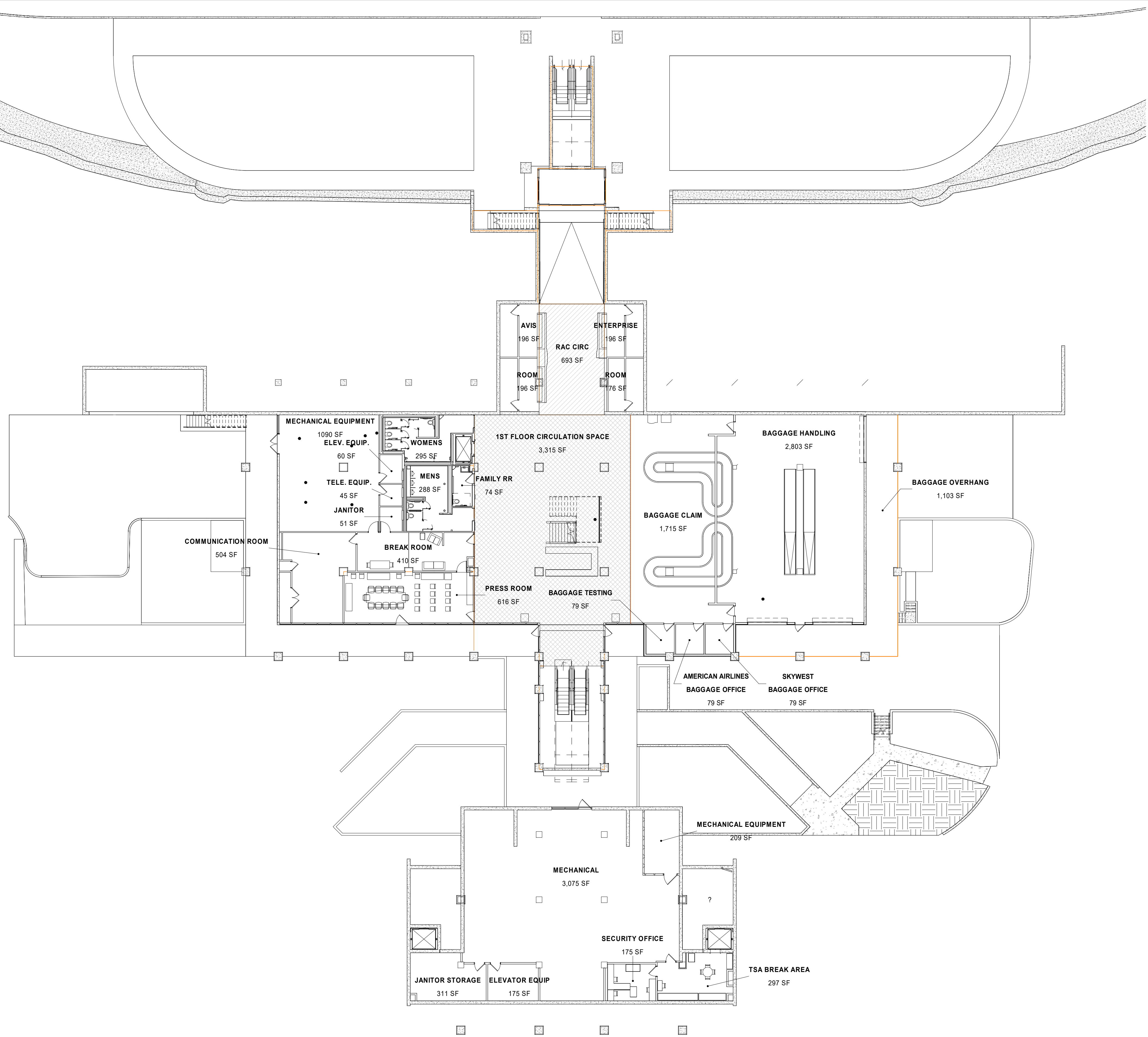
Date: _____

Date: _____

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Exhibit A-1

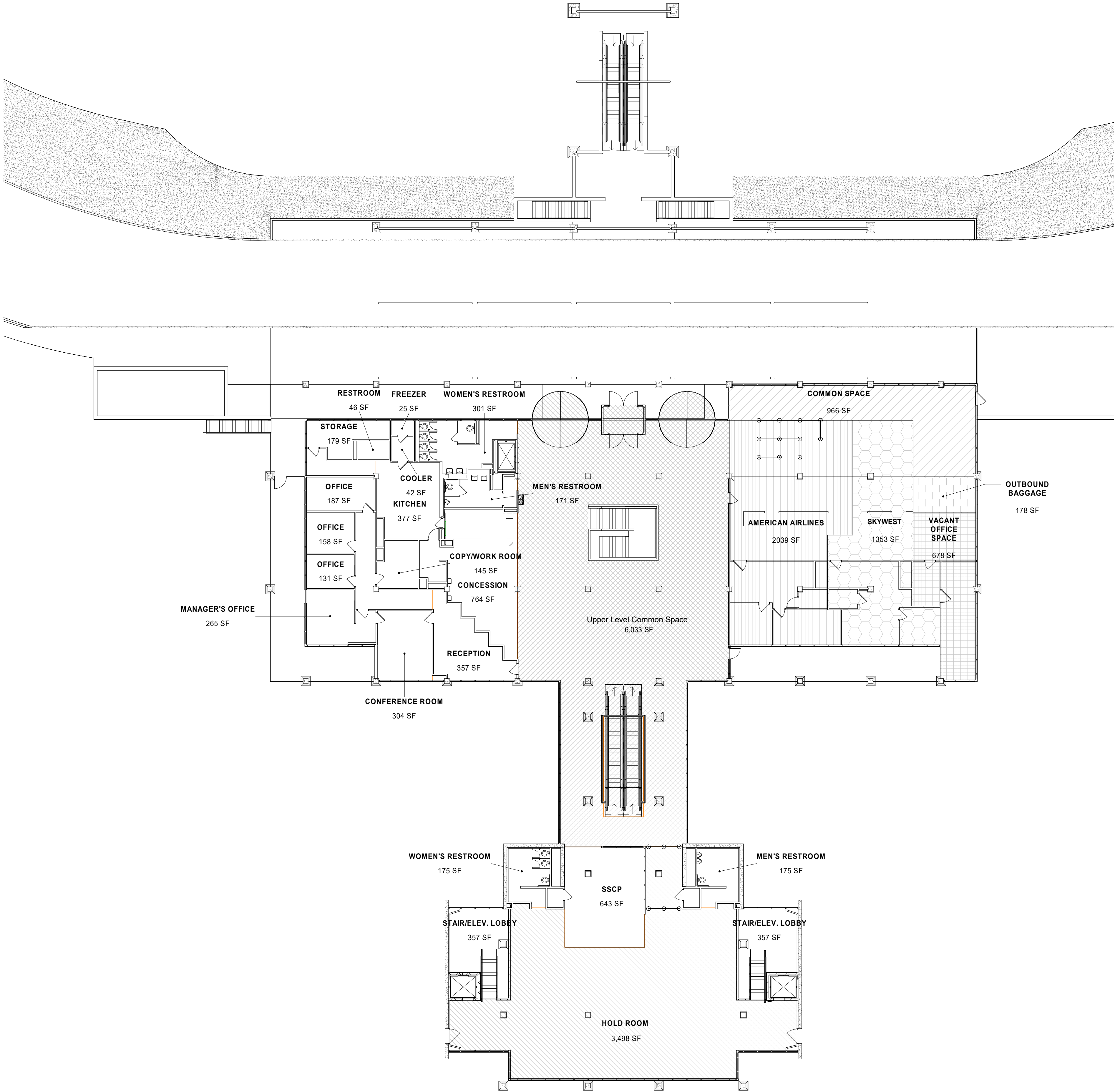


FIRST FLOOR - EXISTING FLOOR PLAN

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Exhibit A-2



SECOND FLOOR - EXISTING FLOOR PLAN



City Council Meeting





American Airlines Lease and Operating Agreement

- The City of Abilene and our region are served by American Airlines through its regional affiliate, American Eagle, at Abilene Regional Airport.
- The City has had this service for decades, which offers multiple daily departures and arrivals to Dallas/Ft. Worth International Airport and, starting in June, Phoenix.
- American operates its service using office, ticket counter and gate area space in the Airport Terminal under lease from the City.



CITY OF
ABILENE
TEXAS

- Airport Staff recently negotiated new five-year lease and use agreement with new rates/charges and terms that reflect American's current use of the Airport Terminal.
- American has agreed to the new rates, charges and terms. This agreement will be backdated to January 1, 2026.







CITY OF
ABILENE
TEXAS



**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: Emily Crawford, City Manager
FROM: Don Green, Director
ITEM: 7. Resolution: Receive a Report, Hold a Discussion and Take Action to Purchase Three Fully Upfitted 2026 Ford F-150 PPV Responder Pickups from Randall Reed's Planet Ford, Garland, Texas for Marshals (*Don Green*)

GENERAL INFORMATION

Fleet Services seeks to purchase three fully up-fitted 2026 Ford F-150 PPV Responder Pickups from Randall Reed's Planet Ford, Garland, Texas through HGAC Cooperative contract # VE05-24 for City Marshals. These units will be up-fitted by Dana Safety prior to delivery to Fleet to expedite turnkey readiness and maintain continuity throughout the division. The up-fitting and shipping is included in the HGAC Cooperative quote. These are to replace units 4380, 4381 and 4638 that have met the end of their useful lives.

Texas law allows a municipality to purchase goods through a state or local cooperative purchasing program. HGAC 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 \$221,996.00. This purchase was included in the Fiscal Year 2026 Budget. The unit-only cost total is \$146,201.01, which is \$48,798.99 under the \$130,000.00 originally budgeted and the up-fitting total cost is \$75,795.00, which was originally planned for in the equipment accessories budget.

STAFF AND/OR BOARD RECOMMENDATION

Fleet Services and City Marshals Staffs recommend the purchase of three fully up-fitted 2026 Ford F-150 PPV Responder Pickups from Randall Reed's Planet Ford, Garland, Texas through HGAC Cooperative contract # VE05-24 for Marshals.

ATTACHMENTS:

1. FY26 CO-OP PPV Pickup Truck Resolution (1)
2. HGAC revised quote PPV pickups with upfitting
3. FY26 CO-OP PPV Pick Ups EV Comparison
4. FY26 CO-OP PPV Pick Ups Additional Information
5. FY26 CO-OP PPV Pickups Budget vs Actual(2)
6. FY26 CO-OP half Ton PPV Pickups Presentation PiP

BACKUP DOCUMENTATION UPDATED? Yes **UPDATED ON:** 03/10/2026

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

TO PURCHASE THREE FULLY UPFITTED 2026 FORD F-150 POLICE RESPONDER PICKUPS FROM RANDALL REED'S PLANET FORD, GARLAND TX THROUGH HGAC CO-OPERATIVE CONTRACT #VE05-24

WHEREAS, City of Abilene has a need for Three PPV Responder Pickups; and

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

WHEREAS, These units will be Ford F-150 PPV Responder Pickups; and

WHEREAS, City of Abilene received pricing for three Ford F-150 PPV Responder Pickups with full upfitting through HGAC Co-Operative Contract #VE05-24, and

WHEREAS, Randall Reed's Planet Ford is the HGAC approved vendor for the PPV Responder Pickup Trucks.

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

PART 1: That the City Council approves this purchase from Randall Reed's Planet Ford of Garland Texas in the amount of Two Hundred Twenty-One Thousand Nine Hundred Ninety-Six Dollars and Zero Cents. (\$221,996.00) for three Ford F-150 PPV Responder Pickups with full upfitting through HGAC Co-Operative Contract #VE05-24.

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

ADOPTED this 12th day March 2026

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

VE05-24

Date
Prepared:

1/29/2026

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of Abilene	Contractor:	Randall Reed's Planet Ford
Contact Person:	Emma Dillinger	Prepared by:	Admir Sarac
Phone:	325 676-6068	Phone:	972 864-6815
Fax:		Fax:	972 864-3610
Email:	emma.dillinger@abilene.gov	Email:	asarac@planetford635.com

Product Description	W1P	Description	2026 Ford Police Responder pickup
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$54,945.00
--	-------------

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.

(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
Engine 3.5 L V6 eco boost Gas	INC	all weather floor mats	\$325.00
10 speed auto transmission	INC	extra keys-2 total	\$310.00
Oxford White	INC		
Rear Door INOP	\$220.00		
Remote keyless entry	\$350.00	DANA-Police upfit	\$25,265.00
Trailer Brake Controler	\$280.00		
		Subtotal B:	\$26,725.00

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.

(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%
---	---	----

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	81,670	=	Subtotal D:	\$245,010.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	\$600.00
--	-------------	----------

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY FRIGHT 196 MILES X 2.49	\$976.00		
12% DISCOUNT FROM MSRP 6593.4 x 3	-\$19,780.20		
6% DISCOUNT FOR FACTORY OPTIONS 1603.50	-\$4,810.50		
		Subtotal F:	-\$23,614.70

Delivery Date:	G. Total Purchase Price (D+E+F):	\$221,996.00
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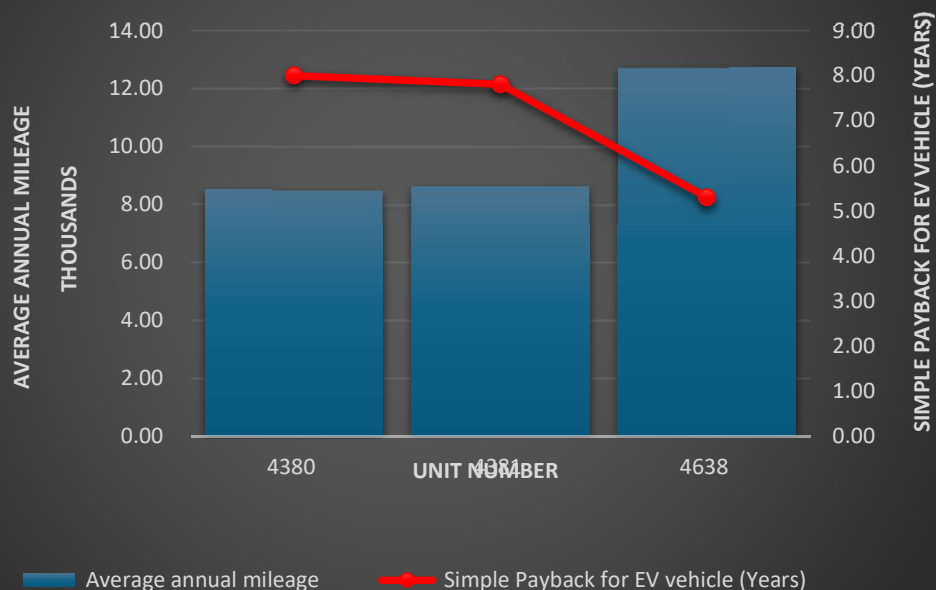
EV Comparison for Vehicle Replacements



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

Vehicle Type	Base Model	Gas make/model	EV Make/Model
1/2 Ton PPV Pickup	Ford F-150	Ford F-150 Responder	Ford F-150 Lightning
Combined average fuel economy (MPGGE)	20.00	20	68
Current MSRP Purchase Price	\$ 37,065.00	\$ 53,860.00	\$ 62,995.00
Average Distance between fueling/charging (miles)	550	300	240
Current average cost per gallon/kwh	\$ 2.65	\$ 2.65	\$ 0.04
Division	Unit number	Average annual mileage	Simple Payback for EV vehicle (Years)
2004 - Marshal	4380	8,496.20	8.00
2004 - Marshal	4381	8,647.07	7.80
2004 - Marshal	4638	12,704.20	5.30

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



ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
PPV 1/2 Ton Pick ups including upfitting

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
4380	Marshals	2013	Ford	F-150 XL	118,947	N/A	\$20,078.76	Auction	3 of 4	Unit met 3 out of 4 required replacement points
4381	Marshals	2013	Ford	F-150 XL	121,059	N/A	\$28,074.91	Auction	3 of 4	Unit met 3 out of 4 required replacement points
4638	Marshals	2017	Chevrolet	1500 4wd Crew Cab	127,042	N/A	\$30,668.81	Auction	3 of 4	Unit met 3 out of 4 required replacement points

BUDGET vs ACTUAL COSTS

PPV Half Ton Pickups

Repl For Unit #	Division #	Division Name	Type Equipment	Vehicle Budgeted Cost	Vehicle Actual Cost	Vehicle Budgeted vs Actual Variance		Upfitting Cost
4380	2004	Marshals	1/2T PPV Pickup	\$65,000.00	\$48,733.67	(\$16,266.33)		\$ 25,265.00
4381	2004	Marshals	1/2T PPV Pickup	\$65,000.00	\$48,733.67	(\$16,266.33)		\$ 25,265.00
4638	2004	Marshals	1/2T PPV Pickup	\$65,000.00	\$48,733.66	(\$16,266.34)		\$ 25,265.00
				\$195,000.00	\$146,201.00	(\$48,799.00)	Under Budget	\$ 75,795.00
						Total for 3 including upfitting		\$221,996.00

* Total cost includes vehicle upfitting prior to delivery to expedite in service date.

Half-Ton PPV Pickups





Half-Ton PPV Pickups

- Replacing units 4308, 4381 and 4638 for Marshals
- Purchase for Three (3) 2026 Ford F-150 PPV Responder Pickups including upfitting.
- Unit to be purchased from Randall Reeds Planet Ford through HGAC contract number # VE02-24.





Half-Ton PPV Pickups





**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: Emily Crawford, City Manager
FROM: Don Green, Director
ITEM: 8. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Lease with the U.S. General Services Administration for Office, Breakroom and Storage Space Utilized by the Transportation Security Administration. (Don Green)

GENERAL INFORMATION

Airport staff has negotiated a three-year lease with GSA for office, breakroom, and storage space in the airport terminal. The agreement includes custodial and pest management services to be provided by the City.

The lease will be backdated to October 1, 2025.

FUNDING/FISCAL IMPACT

The base rate of the lease is a \$6.82/SF increase over the previous lease.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval and the Airport Development Board will consider its approval recommendation at its March 11, 2026 meeting. If the Board does not meet or approve its recommendation, this item may be pulled from Council consideration.

ATTACHMENTS:

1. GSA Lease Resolution 3-12-26
2. 1TX2816_On-Airport Lease 1.8.2026
3. GSA Lease Agreement Presentation

BACKUP DOCUMENTATION UPDATED? Yes **UPDATED ON:** 03/11/2026

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING A LEASE AGREEMENT AT ABILENE REGIONAL AIRPORT WITH THE U.S.
GENERAL SERVICES ADMINISTRATION (GSA)**

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

WHEREAS, GSA leases space for various U.S. government agencies, including the Transportation Security Administration (TSA); and

WHEREAS, TSA needs office, breakroom, and storage space to support its screening operations at the airport; and

WHEREAS, GSA and the City have agreed to a three-year lease agreement backdated to be effective October 1, 2025; and

WHEREAS, the Airport Development Board approved its recommendation at its March 11, 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 enter into the three-year Terminal Lease Agreement with the U.S. General Services Administration with a backdated effective date of October 1, 2025.
2. That this lease is for a three-year term.
3. That this resolution takes effect immediately upon Council approval.

ADOPTED this 12th Day of March 2026.

ATTEST:

City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

LEASE NO. GS-07P-LTX01383

On-Airport Lease
GSA TEMPLATE L201D (MAY 2025)

A. This Lease is made and entered into between

City of Abilene

(Lessor), whose principal place of business is **555 Walnut Street, Abilene, TX 79601** and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

2933 Airport Blvd, Abilene, TX 79602

and more fully described in Section 1, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon **October 1, 2025**, and continuing for a period of

3 Years, 0 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: _____
Title: _____
Entity: _____
Date: _____

FOR THE GOVERNMENT:

Name: _____
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2024)

The Premises are described as follows:

- A. Office and Related Space. 796 rentable square feet (RSF), yielding 796 ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the 1st floor(s), of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor. The Common Area Factor (CAF) is established as **100%** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.
- C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking. **0** parking spaces for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces and **0** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2023)

- A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 – 3 10/1/2025-9/30/2028	
	Annual Rent	Annual Rate / RSF (as rounded to the nearest penny)
Shell Rental Rate	\$17,281.16	\$21.71
Operating Costs	\$33,439.96	\$42.01
Full Service Rate	\$50,721.12	\$63.72

- B. Intentionally Deleted
- C. Intentionally Deleted
- D. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **796** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA 3517, General Clauses.
- E. Intentionally Deleted
- F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- G. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.
- H. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
 - 1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises;"
 - 2. Intentionally Deleted
 - 3. Performance or satisfaction of all other obligations set forth in this Lease; and,

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

- A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **60** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.
- B. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than **60** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 RENEWAL RIGHTS (OCT 2016)-INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2023)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Expansion Storage Space	1	A
Floor Plan(s)	1	B
Janitorial SOW	8	C
Egress Evacuation Route	2	D
GSA 3517B, General Clauses	32	E
GSA 3516 Solicitation Provisions	9	F

1.07 OPERATING COST BASE (OCT 2016)-INTENTIONALLY DELETED

1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)

Lessor's Unique Entity Identifier

UEI: **VXVLM73M8PA7**

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2023)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. General Contract Terms.

1. "Contract" means lease.
2. "Contractor" means Lessor.
3. "Days" means calendar days, unless specified otherwise.
4. "Delivery Date" means the date specified in or determined pursuant to the provisions of the lease for delivery of the premises to the Government, improved in accordance with the provisions of the lease and substantially complete, as such date may be modified in accordance with the provisions of the lease.
5. "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:
 - a. Acts of God or of the public enemy,
 - b. Acts of the United States of America in either its sovereign or contractual capacity,
 - c. Acts of another contractor in the performance of a contract with the Government,
 - d. Fires,
 - e. Floods,
 - f. Epidemics,
 - g. Quarantine restrictions,
 - h. Strikes,
 - i. Freight embargoes,
 - j. Unusually severe weather, or
 - k. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
6. "Lease Award Date" means the date the LCO executes the lease and furnishes written notification of the executed lease to the successful offeror (usually the date on which the parties' obligations under the lease begin).
7. "Lease Term Commencement Date" means the date on which the lease term commences.
8. "Substantially Complete" or "Substantial Completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The space shall be considered substantially complete only if the space may be used for its intended purpose.
9. "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

B. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.
2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.

3. "Appurtenant Areas" means those areas and facilities on the property that are not located within the premises, or for which rights are expressly granted under this lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the premises and express appurtenant rights (e.g. parking areas).
4. "Broker" means GSA's broker, if GSA awarded this lease using a contract real estate broker.
5. "Building" means building(s) situated on the property in which the premises are located.
6. "Commission Credit" means the amount of commission that is credited to the lease, if GSA's broker agreed to forgo a percentage of its commission, in connection with the award of this lease.
7. "Common Area Factor (CAF)" means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
8. "Firm Term" means the part of the lease term that is not subject to termination rights.
9. "Non-Firm Term" means the part of the lease term following the end of the firm term, which is subject to termination rights.
10. "Premises" means the total occupant area or other type of space, together with all associated common areas described in the lease. Appurtenant areas (e.g., parking areas) to which the Government has rights under this lease are not included in the premises.
11. "Property" means the land and buildings in which the premises are located, including all appurtenant areas (e.g., parking areas) to which the Government is granted rights.
12. "Rentable Space or Rentable Square Feet (RSF)" means the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. Rentable space may include a share of common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.
13. "Space" means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2023)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- A. Waste, or,
- B. Damages or restoration arising from or related to:
 1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
 2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 OPERATING COSTS ADJUSTMENT (JUN 2012) INTENTIONALLY DELETED

2.05 RELOCATION RIGHTS (OCT 2021)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 90 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the

original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

- A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the **Abilene Regional Airport**.
- B. TSA is responsible for airline passenger and baggage screening services at the Airport.
- C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.
- D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

- A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at, [HTTPS://WWW.SAM.GOV/SAM/](https://www.sam.gov/SAM/) prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

2.11 ENTITY NAME (OCT 2023)

Lessor may not use Federal agency name(s) and/or acronym(s), e.g., General Services Administration, GSA, in its entity name that owns and/or leases Space to GSA

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.
- F. See Section 5.01

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which the Government occupies, either through this Lease or in combination with other Government Leases in the Building any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (MAY 2025)

A. Energy-related Requirements.

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
 - a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 - b.
 - I. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
 - II. Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
 - (i) That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
 - (ii) For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
 - (iii) That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.
- B. Hydrology-related Requirements. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.
1. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason.
 2. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.06 ACCESSIBILITY (OCT 2024)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and 36 CFR 1190 to the extent applicable. To the extent the standards referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (OCT 2022)

- A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 68 degrees F (+/- 3 degrees) during the heating season and 72 degrees F (+/- 3 degrees) during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.
- B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

D.

3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2022)

The Government may require the Lessor to use the Government's project management system for post-award and post-occupancy activities. Licensing costs and access to the system are the responsibility of the Government.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The Lessor shall follow routine cleaning and disinfecting requirements in Exhibit C. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

☒ HEAT	☒ TRASH REMOVAL	☒ ELEVATOR SERVICE	☒ INITIAL REPLACEMENT LAMPS, TUBES & BALLASTS	☒ OTHER (Specify below) Janitorial & Pests Control <u>See Exhibit C</u>
☒ ELECTRICITY	☒ CHILLED DRINKING WATER	☐ WINDOW WASHING	☐ PAINTING FREQUENCY	
☐ POWER (Special Equip.)	☒ AIR CONDITIONING	Frequency _____	Space _____	
☒ WATER (Hot & Cold)	☒ RESTROOM SUPPLIES	☒ CARPET CLEANING	Public _____	Areas _____
☐ SNOW REMOVAL	☒ JANITORIAL SERV. & SUPP.	Frequency <u>See Exhibit C</u>		

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall be required per the Janitorial/Pest Services Statement of Work, Exhibit C. Services, maintenance, and utilities shall be provided from **4:00 AM to 11:00 PM**,

4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

- A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.
- B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (OCT 2023)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.05 ~~RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)~~ INTENTIONALLY DELETED

4.06 ~~SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022)~~ INTENTIONALLY DELETED

4.07 INDOOR AIR QUALITY (MAY 2025)

- A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8A), OSHA regulatory limits (29 CFR 1910), and generally accepted consensus standards are not exceeded.
- B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal

working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

- C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed by a board-certified industrial hygienist, to ascertain the source and severity of the complaint. The hygienist shall inspect and evaluate the Space and air zones serving the Space; inspection shall take place as soon as possible but no later than 15 calendar days following the identification of a potential IAQ issue. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental professional with documented experience performing IAQ assessments. The Lessor shall provide written results of any testing along with recommendations to GSA.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:
 - 1. Making available information on Building operations and Lessor activities;
 - 2. Providing access to Space for assessment and testing, if required; and
 - 3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.
- E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.
- F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning.
- G. Air handling units shall have the highest-level MERV filtration that is compatible with the HVAC system and does not significantly diminish airflow. Upon request, the Lessor shall provide to the Government a list of the highest-level of MERV filtration that each air handling unit is designed to handle.

4.08 HAZARDOUS MATERIALS, MOLD AND WATER INTRUSION (ON-AIRPORT) (OCT 2024)

The leased Space shall be free of hazardous materials, substances, and wastes, as defined by and according to applicable Federal, state, and local environmental regulations. The Space must be maintained to prevent water intrusion and accumulation, ensuring that no conditions exist that could promote mold growth. These include, but not limited to, the following:

- A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.
- B. Actionable Condition. An actionable condition is defined as either:
 - 1. Visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower, or
 - 2. Water-Damaged Building materials which could potentially create conditions for mold or microbial amplification.
- C. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable conditions, as defined by subparagraph B.
 - 1. The Lessor shall safely remediate all actionable conditions in accordance with sub-paragraph C.2 below.
 - 2. The Lessor shall safely remediate all actionable conditions identified by the consultant using a qualified remediation contractor following methods identified in EPA's Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008 or the current version of ANSI/IICRC S520-2015: Standard for Professional Mold Remediation), and all applicable state laws pertaining to mold remediation practices. The Lessor shall provide GSA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. The Lessor shall employ a qualified industrial hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the space is safe for re-occupancy.
 - 3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
 - 4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable conditions, the Government may implement a corrective action program and deduct its costs from the rent.

4.09 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate, and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 MEANS OF EGRESS ALTERNATIVE SOLUTION

- A. The government shall accept the (Space) Only if the minimum 44" inch wide clear pathway is marked and labeled as such on the floor of the mechanical area, emergency lighting and exit sign are maintained, and the elevator remains as the second exit from the space. Per the local jurisdiction this alternative solution satisfies the life safety intent of the code. Thus, this alternative approach achieves an equivalent level of safety deemed acceptable by the Government.

5.02 FIRE ALARM SYSTEM INSTALLATION

- A. The Building's fire alarm control unit is over 25 years old as of the Lease Award Date. The Lessor shall upgrade the fire alarm system to fully comply with NFPA 72, National Fire Alarm and Signaling Code (current edition as of the Lease Award Date), within three (3) years of the Lease Award Date. Proof of compliance with NFPA 72 shall be provided to the Government upon completion.

Exhibit A
Expanded space 82 SF

Clear



Level



Measure



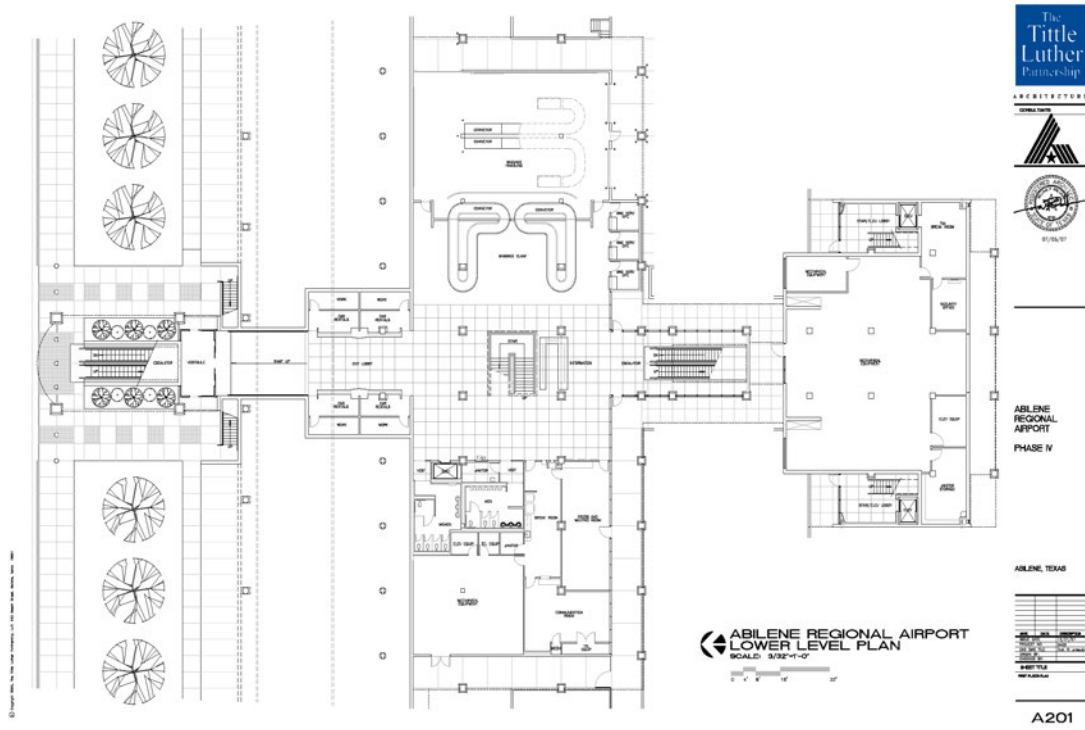
10'9" >

10'10" >

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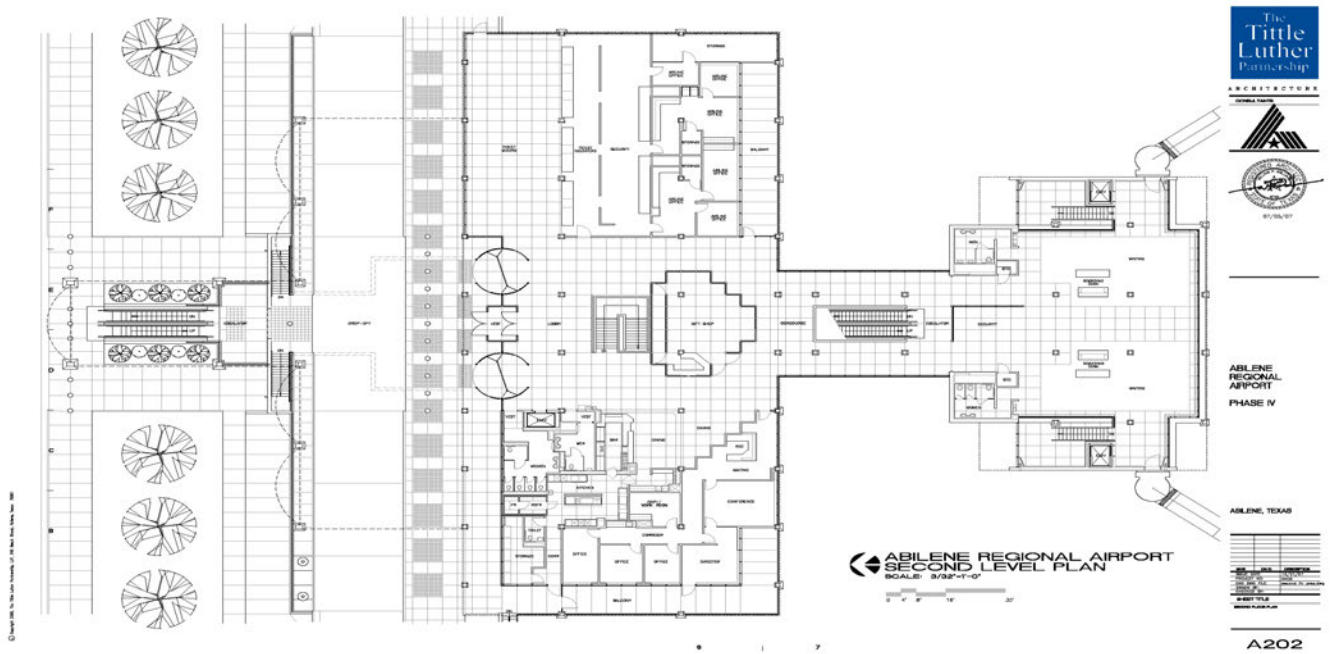
Exhibit B
GS-07P-LTX01383

Lower Level



LESSOR: _____ GOVERNMENT: _____

Upper Level



Parking Lot: Outside Main Terminal

LESSOR: _____ GOVERNMENT: _____

Alternate Evacuation:

JANITORIAL/PEST CONTROL STATEMENT OF WORK (SOW)

Janitorial/Pest Services for the Transportation Security Administration (TSA)

1.0 Organization

Government Entity:

Transportation Security Administration
Abilene Regional Airport
2933 Airport Boulevard
Abilene TX 79602

2.0 Background and Objectives

Janitorial and pest control services are required for TSA leased space areas at the _Abilene Regional Airport. TSA currently occupies approximately square feet of leased space. The space is dedicated to administrative offices, cubicles, training room, conference room, storage, and breakroom spaces. The Lessor/Contractor shall provide janitorial and pest control service seven (7) days a week, which includes weekends and holidays, for the spaces occupied by TSA at Abilene Regional Airport.

3.0 Scope of Work

The Lessor/Contractor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The Lessor/Contractor shall provide all labor (as specified herein), oversight, and cleaning supplies such as paper towels, bathroom tissue (if a bathroom is located within TSA leased space), hand soap, multi-purpose cleaner, and trash receptacle liners necessary for the janitorial service of TSA occupied spaces.

The Lessor/Contractor is responsible for providing services that will keep the areas free of spills, dirt, and debris. The Lessor/Contractor is responsible for removing trash from the facility and disposing of trash in dumpsters located on airport/building property. The contractor shall ensure the facilities are cleaned according to all health, safety, and industry standards.

In addition, the contractor will strip and buff tile floors as necessary when lease space is redesigned/reconfigured or when furniture is removed or re-located.

The pest control should include all leased areas. An initial application should be placed for small insects and monthly maintenance is required afterward.

Janitorial services are required **seven (7) days a week, twice a day(Two Shifts as noted below)**, and between the hours of **4:00 a.m. and 11:00 p.m. This includes weekends and holidays 365 days a year. All cleaning solvents must be on the EPA list of approved chemicals not harmful to humans.** The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

Daily (Twice a day unless otherwise noted):

- Empty all trash from receptacles and remove along with other boxes or articles appropriately marked "Trash" that is placed near the trash receptacles. Insert new liners in trash receptacles. Completed twice per day.
- Sweep and dust mop all hard surface floors and ensure they are free of spills, dirt and debris, including under safety or walk off mats.
- Clean and disinfect all tables, microwaves, countertops, outside surfaces of all appliances, water fountain(s), sinks and all fixtures ensuring they are free of spills, dirt, dust and debris.
- Vacuum carpeted floors.
- Clean all interior glass doors/panels.
- All recyclables are to be properly placed in compactor or other required container specified by airport.
- Replenish break room/pantries and restroom supplies.

Weekly (Twice a day unless otherwise noted): (Two Shifts as Noted Below)

- Damp mop all hard surface floors and vacuum carpeted floors (twice weekly).
- Clean and disinfect all trash receptacles.
- Dust office furniture, chair rails, window sills, or office ledges.

Monthly:

- Clean air conditioning intake vents.
- Replace light bulbs as needed (as required).

- The pest control should include all leased areas. An initial application should be placed for small insects and monthly maintenance is required afterward.

Annually:

- Strip, wax and buff hard surface floors.
- Shampoo carpet.

Please Note: Office space shall be carefully cleaned so that normal staff operations, work papers and/or office equipment are not disturbed.

4.0 Janitorial Standard Services

4.0.1 Floor Care

Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. The finished area shall have a uniform luster. There shall be no buildup of finish in corners or crevices.

Bare Floors: Floors, base moldings, and grout shall be clean and free of debris including but not limited to dirt, water streaks, mop marks, string, gum, tar, and other foreign matter. The floors shall maintain their natural luster and not have a dull appearance.

Wet mopping of bare floors shall be cleaned using disinfectant cleaner(s) with additional scrubbing, if necessary. These floors shall be slip resistant. Surfaces, baseboards, and corners shall be clean and dry. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. There shall be no visible buildup of finish in corners or crevices.

Stripping Floors: The old finish or wax shall be removed in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, burns, scuffmarks, or wax build-up in corners or crevices. UNDER NO CIRCUMSTANCES SHALL BURNISHING OR DRY STRIPPING METHODS BE USED ON ACBM FLOORING.

4.0.2 Carpets and Rugs

Spot Cleaning: Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted materials.

Extraction: Build-up spills and crusted materials shall be removed along with removable spots and smears. There shall be no areas of deterioration or fuzzing to the carpets and rugs as a result of harsh brushing or scrubbing. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets. The Contractor shall coordinate with the CO or their designee the times when carpet shall be cleaned. The carpet shall be dry before customers occupy the building on the next business day. The Contractor shall take measures to prevent the growth of mold. Moving of duplicating equipment, computer equipment, and similar types of electric and electronic equipment is to be coordinated with the CO or their designee and customer, as required, prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions.

Vacuuming: Carpet surfaces are to be free of dirt, dust, and other debris. Vacuuming shall be done at a frequency that will protect the integrity of the carpet and prolong wear. The Contractor shall utilize at a minimum HEPA vacuum cleaners that meet the requirements of the Carpet and Rug Institute's 'Seal of Approval/ Green Label Vacuum' Program.' Moving of duplicating equipment, computer equipment, and similar types of electric and electronic equipment is to be coordinated with the CO or their designee and customer, as required, prior to cleaning of the carpet. Any furnishings moved are to be returned to their original

4.0.3 Restrooms (If Applicable) twice a day (Two Shifts as Noted Below)

Cleaning: All areas shall be cleaned using a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustations. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluids and waste, and graffiti. Shower curtains shall be cleaned and free of mold and dirt. Restrooms shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing.

Dispensers: The Contractor shall provide dispensers, including dispensers in tenant break rooms. The Contractor shall replenish supplies and fill dispensers as a standard service. The supplies for the provided dispensers shall be compatible with the dispenser's manufacturer's requirements. Supplies including dispenser construction and efficiency shall be consistent with the safe and environmentally friendly products requirements referenced throughout this specification. Hand soaps shall not contain antibacterial agents except where required by Federal, State, local requirements and health codes. Monies collected from tampon and sanitary napkin dispensers shall be retained by the Contractor who shall provide and replenish the products at their expense.

Floors: The quality standard for providing standard service is the same as that described in the Floor Care section.

Receptacles: The Contractor shall provide receptacles. The Contractor shall empty, clean, and sanitize the sanitary napkin and waste receptacles. Sanitary napkin disposal containers shall be lined with new receptacle bags. Disposal of waste shall be treated the same as Blood Borne Pathogens as specified in 29 CFR §1910.1030

4.0.4 Surfaces

Horizontal Surfaces: All surfaces shall be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards shall not be disturbed. Surfaces should be damp mopped or wiped with a germicidal cleaner. Contact time should be consistent with the manufacturer’s recommendations.

Metal, Brass and Woodwork: Surfaces (including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soiled substances, encrustation, and streaks.

Glass Cleaning: All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70 inches’ of the floor) shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots, grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture. For cleaning of glass surfaces above 70 inches, refer to Section C.5.10.

4.0.5 Walls

All wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning shall not cause discoloration.

4.0.6 High Contact Surfaces

The Contractor shall routinely wipe down all solid, high contact surfaces in common and high traffic areas using a disinfectant from the EPA-registered list of products identified as effective against Novel Coronavirus SARS-CoV-2 (see updated list at <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>), or other product containing the same active ingredient(s) at the same or greater concentration than those on the list. The Contractor shall use the product in accordance with directions provided by the manufacturer. The Contractor shall wear disposable gloves (e.g., latex, nitrile, etc.), facemasks, and any additional personal protective equipment (PPE) as recommended by the cleaning and disinfectant product manufacturers. “Routinely,” for purposes of this scope, is defined as being in accordance with applicable guidance from the Centers for Disease Control and Prevention (CDC), but is no less than once daily.

Examples of solid, high contact surfaces in common and high traffic areas include but are not limited to: handrails, door knobs, key cards, light switches, countertops, water faucets and handles, elevator buttons, sinks, toilets and control handles, table tops, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls. Disinfected surfaces should be allowed to air dry.

Providing disposable disinfectant wipes and the wiping down of agency owned equipment such as telephones, computers, keyboards, docking stations, computer power supplies, and computer mouse, personal fans and heaters, desk lighting, etc. remains the responsibility of each building occupant.

4.0.6 Dusting

There shall be no dust, streaks, oils, spots, and smudges on surfaces with a preference to using a micro-fiber or damp cloth, or backpack vacuum fitted with the appropriate dusting tool.

4.0.7 Trash, Wastebaskets and Ash Receptacles Twice a day

All trash (including restrooms) shall be collected and removed to a location designated by the CO or their designee. Trash containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash and debris containers shall not be torn, worn, or contain residue. All ash receptacles shall be free of dust, ashes, odors, tar, streaks, and tobacco residue.

The Contractor shall notify the CO or their designee of any item or material identified by the Environmental Protection Agency (EPA) and State and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste observed in the trash receptacles. Typical prohibited wastes include, but are not limited to, fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries as specified in 40 CFR § 260-273.

4.0.8 Recyclables

The Contractor shall provide all labor, and the means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas as designated by the CO or their designee and as described in the 'Recycling' section.

4.0.9 Blinds and Coverings

All blinds, coverings, cord tapes, and valances shall be clean and free of dust, spots, and foreign matter. Blinds and coverings that are not operating properly shall be reported to the CO or their designee for repair.

4.0.10 Trash Management

The Contractor shall identify and properly segregate all recyclable materials, composting materials, and Universal Wastes (i.e. batteries, pesticides, mercury containing equipment, and bulbs).

4.1 Integrated Pest Management Plan (As often as needed)

Prior to initiation of services, the Contractor shall submit to the CO a written IPM Plan within 15 days following the initial assessment. The plan should include integrated methods, routine site inspections and maintenance, routine pest inspections, pest populations monitoring, evaluation of the need for pest control and one or more pest control methods. The plan shall also include a specification of the circumstances under which an emergency application of pesticides can be applied and a communications strategy directed to building

The IPM Plan shall consist of the following parts:

Proposed materials and equipment for service including labels and Safety Data Sheets (SDS's) formerly Material Safety Data Sheets (MSDS) for all pesticides to be used. A list of the brand names of trapping devices, pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service. The use of green and sustainable methods and applications is preferred whenever possible. A list of chemicals used and the purchase price for these chemicals.

Proposed methods for monitoring and detection including describing those methods and procedures to be used for identifying sites of pest harborage and pest access and for making objective assessments of pest population levels throughout the term of the contract/lease.

An inspection schedule for each building or site. Frequency of contract visits shall depend on the specific pest control needs of each premise. Large office facilities or specified office areas within such facilities with a history of pest infestations will be visited more frequently.

4.1.1 Insect Control (As often as needed)

The Contractor shall provide the CO or their designee with signs, placards, literature, or other information so that the CO or their designee can inform building occupants of the nature of the pest application. The information will include, at a minimum, a brief explanation regarding the reason for the pest application, the safety of the products being used, and contact information should the building occupants

Non-pesticide Products and Use: The Contractor shall use non-pesticide methods of control wherever possible. EXAMPLES include:

- Portable vacuums with HEPA or MICRO filtration
- Trapping devices

Chemical Pesticide Products and Use: When it is determined that chemical pesticides must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control. The Contractor shall minimize the use of liquid pesticide applications wherever possible; EXAMPLES include:

- Bait stations and other types of bait formulations rather than sprays.
- As a general rule, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatment.
- Application of pesticide liquids, aerosols, or dust to exposed surfaces and pesticide space sprays (including fogs, mists, and ultra-low volume applications) shall be restricted to unique situations where no alternative measures are practical.

The Contractor shall obtain approval from the CO or their designee prior to any application of pesticide liquids, aerosols, or dust to exposed surfaces, or any space spray treatments. Other than crack and crevice treatments, no liquid, aerosol, or dust applications shall be made while tenant personnel are present.

4.1.2 Rodent Control (As often as needed)

Indoor Trapping: Generally, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Traps shall be checked on a schedule approved by the CO or their designee. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

Use of Rodenticides: In extreme cases, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval from the CO or their designee prior to using any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed in locations not accessible to children, pets, wildlife, and domestic animals or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever

Use of Bait Boxes: All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following:

- All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
- The lids of all bait boxes shall be securely locked or fastened shut.
- All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
- Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
- All bait boxes shall be labeled on the inside with the Contractor's business name and address and dated by the Contractor's technician at the time of installation and each servicing.

Use of Glue Traps: The use of glue traps and glue boards or other related glue technology devices shall not be used for the purpose of rodent control in GSA buildings. However, tented sticky traps to control cockroaches and other insect pests can continue to be used to identify sources of infestation and to check on progress of effective pest control. These traps are considerably smaller, lighter, and have a much thinner coating of glue. They remain an essential tool in the delivery of today's modern pest management services.

If a situation arises that may require the use of glue traps or glue boards, then the Contractor must make a convincing case in writing to the CO or designated representative for specific use of the trap, including why other trap technology cannot be used. The use of these devices will be limited to those areas in or around the building or on building grounds where rodents are not expected or found, and the area is not accessible to children (including child care centers and playgrounds), pets, wildlife, and domestic animals. Any circumstance that requires the use of these traps is limited to the scope for which TSA has granted approval. The use of such devices in TSA controlled spaces must be monitored by the CO's designee to ensure compliance with this guidance.

4.1.3 Pesticide Application (As often as needed)

The Contractor shall not apply any chemical or non-chemical pesticide products that have not been included in the IPM Plan or approved in writing by the CO or their designee. The Contractor shall provide the CO or their designee with a list of chemicals and their purchase price. If the CO or their designee has concerns or questions regarding chemicals being used, the CO or their designee should contact the Integrated Pest Management Coordinator in GSA's National Capital Region. The Contractor shall employ the least hazardous materials, most precise application technique, and minimum quantity of pesticide necessary to achieve control. Pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency, state and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. All chemicals shall be in the original manufacturer's containers and properly labeled.

Chemical pesticides shall not be applied in any TSA leased space without prior coordination and consent. Posting and notifying must be initiated at least 24-48 hours in advance of using any chemical pesticides. Only qualified, trained, and certified personnel or licensed Contractors shall apply any chemicals. Uncertified individuals working under the supervision of a certified pest applicator or licensed Contractor shall not be permitted to provide service under the terms of this contract. Chemicals shall be applied with extreme care to avoid hazard to any person or animal in the immediate or adjacent areas, or property damage.

Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. In no case shall extremely toxic materials be permitted. The Contractor shall not store any pesticide products on Government property. Any emergency applications of chemical pesticides must be approved by the CO or their designee prior to application.

4.1.3 Manner and Time to Conduct Service

Routine pest control services that do not adversely affect tenant health or productivity shall be performed during the tenants’ normal working hours. The Contractor shall notify the CO or their designee, and the CO or their designee shall provide notice to occupants at least (72 hours) before application of any pesticides during normal conditions and within (24 hours) in emergency situations. An emergency is an exceptional circumstance that poses a clear (or at least perceived) health and safety risk or where operations are severely disrupted. Examples of the first involve some outdoor animal (e.g., bird, snake, bat, or squirrel) that has gotten into indoor space and cannot get out, or a nest of bees or wasps are discovered on the grounds. An example of the second would be a swarm of winged termites or ants emerging into occupied space, which might be completely harmless, but nevertheless are alarming to the occupants. When it is necessary to perform any work outside of the tenant’s normal working hours, the Contractor shall notify the CO or their designee at least (24 hours) in advance.

4.2 Service Calls

Contractor shall provide adequate staff to respond to service calls during TSA's operating hours and during the regular cleaning schedule.

The Contractor shall be responsible for completion of all janitorial and related service calls within 24hours.

5.0 Quality Control

5.1 The Contractor shall have in place a formal and written Quality Assurance Plan that addresses all aspects of the services to be performed.

The Quality Assurance Plan, at a minimum, should include:

- Checklists: Which allow the Contractor to annotate the date and time that each of the required tasks is performed and the Government to annotate confirmation that tasks were completed. Also, the following statement must be incorporated in the checklists for daily Government verification (by written annotation): “Performance meets the SOW requirements, including the requirement that the area is free of spills, dust, dirt, and debris upon completion of scheduled cleaning hours”. This will allow TSA to monitor whether the tasks are being completed in accordance with the contract’s terms. One checklist per service area shall be maintained at the service areas locations for each terminal. Shortly after award, the COR will designate a specific location at each of these service locations for the storage of each checklist.
- Other documents or documentation of standard operating procedures that will demonstrate the Contractor’s performance standards.



6.0 Deliverables

Deliverables	Due Date	Recipients
Draft Quality Assurance Plan with Checklist	Ten business days after contract award*	Field POC/HQ POC
Final Quality Assurance Plan with Checklist	Three business days after draft comments are received	Field POC/HQ POC/CO

7.0 Contractor Furnished Resources

- The Contractor shall furnish all supplies and equipment necessary to accomplish tasks as stated in this SOW.
- The Contractor shall use products and materials made from biodegradable based materials to the maximum extent possible without jeopardizing the intended use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable federal specifications and standards.
- The Contractor shall use products and equipment consistent with FAR clause 52.223-10 Waste Reduction Program (August 2000). Accordingly, all products shall be considered environmentally beneficial and/or recycled, phosphate-free, non-corrosive, non-flammable, and fully biodegradable. The Contractor shall minimize the use of harsh chemicals that may release irritating fumes.
- All paper based products used by the Contractor shall contain recycled content conforming to EPA specifications.

8.0 Government Furnished Resources

There are no government furnished resources on this contract. The Contractor will make arrangements directly with SYR for access to trash disposal, water, storage space and other resources necessary to provide janitorial services at TSA locations within this airport. Trash may be disposed on airport grounds. Dumpsters/compactors for airport generated trash are located at the beginning or end of each terminal. The Contractor will be responsible for contracting directly with the Airport for storage space. The storage space may only contain supplies and equipment necessary and related to the performance of this contract.

TSA is not responsible for providing the following requirements and access rights. The Contractor must comply with all airport requirements throughout the life of this contract.

- Access to water. Water can be accessed in all terminals.
- Access to water closets to dump waste water or wash/rinse tools. The housekeeping closets are kept locked; the contractor is responsible for obtaining keys from the airport authority.
- Access to waste/trash area. The compactor for airport generated trash is located at the beginning or end of each terminal. Access to some compactors is locked. The contractor is responsible for obtaining keys from the airport authority.
- Tote carts: Maid carts, water and leak proof, 44-gallon wheeled totes with apron pockets for supplies (recommended), tote cart wheels must remain clean at all times to preserve the airports carpeted floors. There is no automated compactor tipper available. All trash must be manually loaded into the hopper.
- Pest Control. Contractor will be required to contact Syracuse Hancock International Airport to discuss pest control requirements.

9.0 Business Requirements

- The Contractor shall be responsible for all costs in obtaining licenses or permits required to complete the services described in the
- All security clearances, badging and parking fees are the responsibility of the Contractor.
- The Contractor shall be responsible for securing a janitorial closet at the airport to store equipment and cleaning supplies. Any cost associated with securing the space is the responsibility of the Contractor.

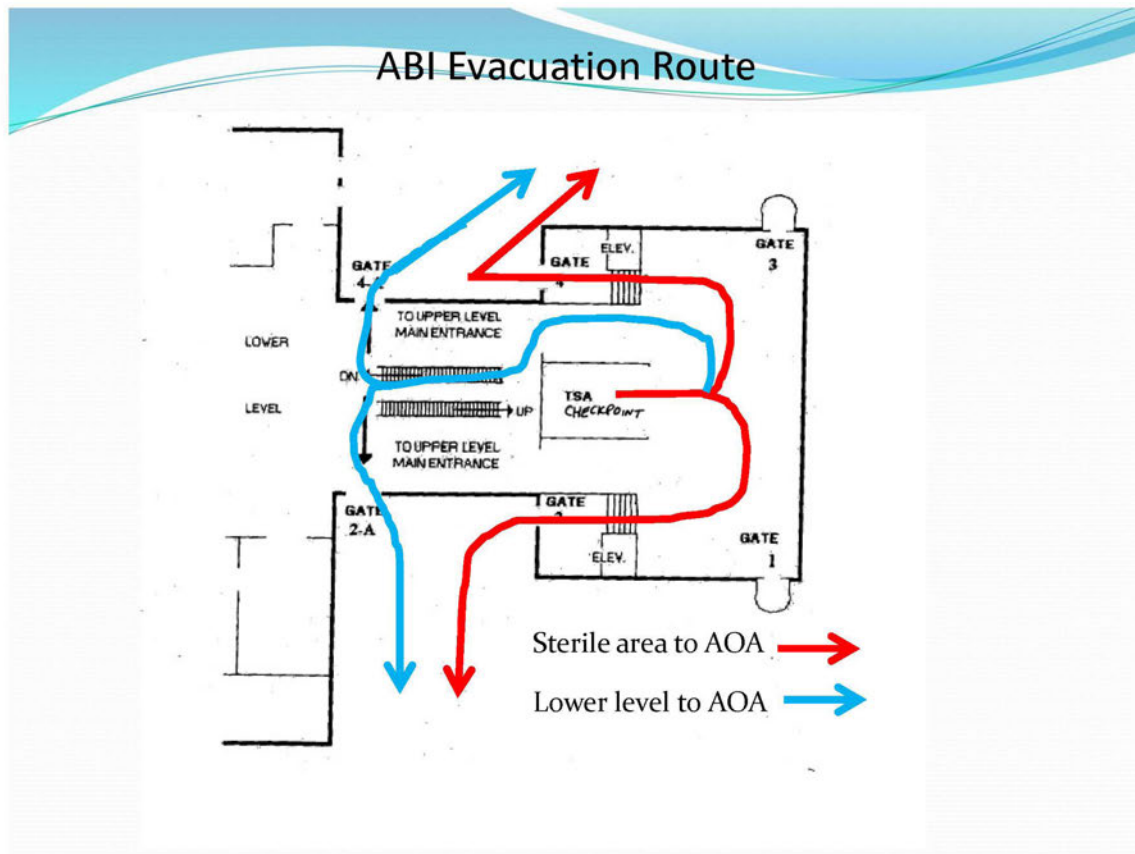
10.0 Emergencies

Under no circumstances shall the Contractor touch, smell, or attempt to clean up hazardous substances. The Contractor is not a first responder; a first responder is a qualified official who has specific training in resolving hazardous material situations.

Biohazards are not a requirement under this SOW. If there is blood, vomit, urine, feces, bodily fluids, tissue, or organs involved in a spill, do not clean such a spill, as this is the airport authority's responsibility.

11.0 Quality Assurance Surveillance Plan

TSA personnel will verify whether the information in the vendor's submitted checklists are complete and accurate and the service areas are free of spills, dust, dirt, and debris upon completion of scheduled cleaning hours. 100% inspection will be conducted.



ABI Evacuation Route

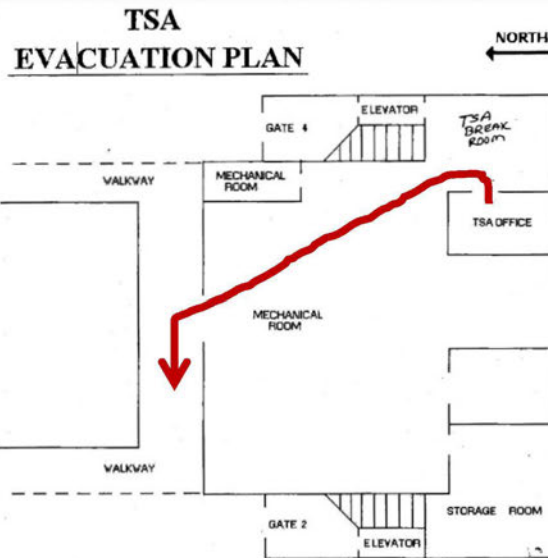


Exhibit E

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
	2	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	3	GSAR 552.270-11	SUCCESSORS BOUND
	4	GSAR 552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	5	GSAR 552.270-24	STATEMENT OF LEASE
	6	GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY
	7	GSAR 552.270-26	NO WAIVER
	8	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
	9	GSAR 552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	10	GSAR 552.270-10	DEFAULT BY LESSOR (DEVIATION)
	11	GSAR 552.270-9	INSPECTION – RIGHT OF ENTRY
	12	GSAR 552.270-17	DELIVERY AND CONDITION (DEVIATION)
	13	GSAR 552.270-19	PROGRESSIVE OCCUPANCY
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The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless

- (a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);
- (b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

2. GSAR 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 2022) (DEVIATION)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

3. GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. GSAR 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of

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estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
 - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
 - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
 - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. GSAR 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

9. GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon

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issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

- (a) *Prior to acceptance of the space.* Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.
- (b) *After acceptance of the space.* Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:
 - (1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;
 - (2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenable;
 - (3) Terminate the lease if:
 - (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
 - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.
- (c) *Damages.* The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.
 - (1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government's aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other procurement costs.
 - (2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.
 - (3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

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(d) *Excusable delays.*

- (1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:
 - (i) the delay in substantially completing any work or performing any services arises from excusable delays, and
 - (ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.
 - (2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.
- (e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.
- (f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. GSAR 552.270-9 INSPECTION – RIGHT OF ENTRY (SEP 1999)

- a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:
- (1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;
 - (2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
 - (3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
 - (4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

12. GSAR 552.270-17 DELIVERY AND CONDITION (SEP 2022) (DEVIATION)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.
- (b) The Government may elect to accept the space notwithstanding the Lessor's failure to deliver the space substantially complete; if the Government so elects, it may reduce the rent payments.

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13. GSAR 552.270-19**PROGRESSIVE OCCUPANCY (SEP 1999)**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

14. GSAR 552.270-6**MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)**

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

- (a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.
- (b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.
- (c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.
- (d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

15. GSAR 552.270-7**FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)**

- (a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.
- (b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:
 - (1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.
 - (2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.
 - (i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.
 - (ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

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- (3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.
- (4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

16. GSAR 552.270-8

COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

17. GSAR 552.270-12

ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

18. GSAR 552.270-29

ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022) (DEVIATION)

- (a) Ten (10) working days prior to the completion of the space, the Lessor shall issue written notice to the Government to schedule the inspection of the space for acceptance. The Government shall accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.
- (b) The space shall be considered substantially complete only if the space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed tenant improvements to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other lease requirements.
- (c) The Lessor shall provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this lease.

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This clause is incorporated by reference.

20. GSAR 552.270-31

PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

- (1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

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- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

- (1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and
 - (iii) Lessor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

21. FAR 52.232-23

ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or

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reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

22. GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

- (a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:
 - (1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or
 - (2) A mutual on-site measurement of the space if the Contracting Officer determines it necessary.
- (b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.
- (c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

$$(1 + \text{CAF}) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$$

- (d) Common Area Factor (CAF). The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}$.
- (e) Rentable Square Footage (RSF). The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.

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23. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

24. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(Applicable to leases over \$6 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

25. GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
 - (1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
 - (2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
 - (3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

26. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over \$150,000 total contract value.)

This clause is incorporated by reference.

27. FAR 52.226-7 DRUG-FREE WORKPLACE (MAY 2024)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

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28. FAR 52.203-14**DISPLAY OF HOTLINE POSTER(S) (NOV 2021)**

(Applicable to leases over \$6 Million total contract value.)

This clause is incorporated by reference.

29. GSAR 552.270-30**PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
 - (1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

**30. FAR 52.215-10
2011)****PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)**

(Applicable when cost or pricing data are required for work or services over \$2,000,000.)

This clause is incorporated by reference.

31. GSAR 552.270-13**PROPOSALS FOR ADJUSTMENT (OCT 2016)**

This clause is incorporated by reference.

32. GSAR 552.270-14**CHANGES (SEP 2022) (DEVIATION)**

- (a) The Lease Contracting Officer (LCO) may at any time, request changes to the tenant improvements within the space, building security requirements, or the services required under the lease. Any changes, shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.
- (b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:
 - (1) An adjustment of the delivery date.

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- (2) An equitable adjustment in the rental rate.
- (3) A lump sum equitable adjustment. or
- (4) An adjustment of the operating cost base, if applicable.
- (c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.
- (d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

33. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

34. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

35. FAR 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

36. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

37. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

- (a) *Definitions.* As used in this clause-

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such

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necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

38. FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over \$15,000 total contract value.)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

40. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2025)

(Applicable to leases over \$35,000 total contract value.)

This clause is incorporated by reference.

41. FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over \$2,000,000 total contract value.)

This clause is incorporated by reference.

42. FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

This clause is incorporated by reference.

43. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

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44. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) ALTERNATE III (JAN 2025)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

45. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

46. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over \$30,000 total contract value.)

This clause is incorporated by reference.

47. FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)

(Applicable when the contract may require access to classified information.)

This clause is incorporated by reference.

48. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

This clause is incorporated by reference.

49. GSAR 552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)

This clause is incorporated by reference.

50. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

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Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
 - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

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- (c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

**51. FAR 52.240-91
RFO-2025-40)**

SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025 – GSA Class Deviation

(a) *Definitions*. As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at <https://www.sam.gov> (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

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- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

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(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph

(2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display,

switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

- (i) Of that equipment; or
- (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;

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(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

- (1) Is developed or provided by a Kaspersky Lab-covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

- (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract.* Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

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(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures.* The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers.* The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

(1) *Certain telecommunications and video surveillance equipment, systems, or services.*

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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(2) *Office of Foreign Assets Control Restrictions.*

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at <https://www.trade.gov/consolidated-screening-list>, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition.* The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions.*

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

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(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over \$15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders.*

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

LESSOR: _____ GOVERNMENT: _____

(f) *Reasonable inquiry.* The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report.*

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

LESSOR: _____ GOVERNMENT: _____

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report.*

LESSOR: _____ GOVERNMENT: _____

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph

(j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

52. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

LESSOR: _____ GOVERNMENT: _____

53. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/browse/index/gsam>.

LESSOR: _____ GOVERNMENT: _____

Exhibit F
SOLICITATION PROVISIONS
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-1 INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011)

(a) Definitions. As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing, writing or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:

(i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and

(ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) Late proposals and revisions.

(i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th).

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and U.S. Federal holidays.

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers, and

that the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in paragraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.

(4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

(7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*.

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(e) Lease award.

(1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a lease after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(7)) The execution and delivery of the Lease contract by the Government establishes a valid award and contract.

(8) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
- (iii) A summary of the rationale for award.

(f) Paperwork collection. The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

2. 552.270-3 PARTIES TO EXECUTE LEASE (JUN 2011)

(a) If the lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____ [insert name of firm]."

(b) If the Lessor is a partnership, the lease must be signed in the partnership name, followed by the name of the legally authorized partner signing the same, and a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.

(c) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.

(d) If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.

(e) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

3. 52.233-2 SERVICE OF PROTEST (SEP 2006) (VARIATION)

(Applies to leases over the Simplified Lease Acquisition Threshold.)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown elsewhere in this solicitation.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

4. 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: [insert telephone number].

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

5. 552.270-35 SYSTEM FOR AWARD MANAGEMENT – LEASING (DEC 2024)

(a) *Definitions.* As used in this provision—

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;
- (2) The Offeror has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM at time of award, and shall maintain registration in SAM during contract performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which the entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within the entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of the solicitation. See <https://www.sam.gov> for information on registration.

6. 52.204-6 UNIQUE ENTITY IDENTIFIER (OCT 2016)

This provision is incorporated by reference.

See <https://www.sam.gov> for information on registration.

7. 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025 – GSA Class Deviation RFO-2025-40)

As prescribed in 40.205(a), insert the following provision:

Security Prohibitions and Exclusions Representations and Certifications (Deviation Date)

(a) Definitions. As used in this provision—

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) Procedures.

(1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(2) FASCSA Orders.

(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror’s possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror’s possession but does not need to include an internal or third-party audit.

(e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum

products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) Disclosure.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at <https://dibnet.dod.mil>.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) Executive agency review of disclosures. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

City Council Meeting





U.S. General Services Administration Lease Agreement

- The GSA handles leasing for several U.S. government agencies, including the Transportation Security Administration (TSA).
- TSA provides passenger screening at Abilene Regional Airport and has need for office, breakroom and storage space.
- Airport staff has negotiated a three-year lease with GSA for this space in the airport terminal. The agreement includes custodial and pest management services to be provided by the City.
- The lease will be backdated to October 1, 2025.



Questions?





**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: Emily Crawford, City Manager
FROM: Don Green, Director
ITEM: 9. Resolution: Receive a Report, Hold A discussion, and Take Action to Approve a Lease and Operating Agreement with SkyWest Airlines, Inc. (Don Green)

GENERAL INFORMATION

Airport staff presented a five-year lease and operating agreement to SkyWest Airlines based on a similar agreement negotiated with American Airlines. This new agreement includes the same lease rates and landing fees for Signatory Airlines. A Signatory Airline is one that has a lease and operating agreement, which guarantees it the operating space and terms at a reduced rate from what a Non-Signatory Airline, such as a one-time charter operation, would pay.

The lease and charges will be effective March 17, 2026, when SkyWest begins operating flights to/from Denver International Airport and Houston Intercontinental Airport.

FUNDING/FISCAL IMPACT

The revenue generated from this new lease will be approximately \$117,311 in FY26 and was not planned in the FY26 budget.

STAFF AND/OR BOARD RECOMMENDATION

Airport Staff recommends approval of the agreement and the Airport Development Board will consider its recommendation at its March 11, 2026 meeting. If the Board is not able to meet or does not approve its recommendation, this item may be pulled and brought to Council at a future meeting.

ATTACHMENTS:

1. SkyWest Airlines Lease Resolution 3-12-26
2. SkyWest Lease and Operating Agreement (DRAFT)
3. Exhibits A1 and A2
4. Exhibit B (Revised)
5. SkyWest Lease Agreement Presentation

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 03/11/2026

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING A LEASE AND OPERATING AGREEMENT AT ABILENE REGIONAL
AIRPORT WITH SKYWEST AIRLINES, INC.**

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

WHEREAS, SkyWest Airlines, Inc. (SkyWest) will operate daily scheduled air service from the Airport beginning March 17, 2026; and

WHEREAS, SkyWest and City have agreed to a five-year lease and operating agreement effective March 17, 2026; and

WHEREAS, the Airport Development Board approved its recommendation at its March 11, 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 enter into the five-year Terminal Lease and Operating Agreement with SkyWest Airlines, Inc. with an effective date of March 17, 2026.
2. That this lease is for a five-year term.
3. That this resolution takes effect immediately upon Council approval.

ADOPTED this 12th Day of March 2026.

ATTEST:

City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**AIR CARRIER TERMINAL LEASE
AND OPERATING AGREEMENT
BETWEEN
CITY OF ABILENE/
ABILENE REGIONAL AIRPORT
AND
SKYWEST AIRLINES**

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EXHIBITS

A1	Terminal Leased Premises – Lower Level
A2	Terminal Leased Premises – Upper Level
B	Minimum Standards

**THE STATE OF TEXAS § COMMERCIAL AIRLINE LEASE AND OPERATING
AGREEMENT**

COUNTY OF TAYLOR § TERMINAL BUILDING

THIS LEASE AGREEMENT ("Lease" or "Agreement") by and between the CITY OF ABILENE, a political subdivision of the State of Texas ("City"), and SkyWest Airlines, Inc., a Utah Corporation ("Lessee"), is effective this **17th Day of March 2026**.

WITNESSETH:

WHEREAS, the City owns and operates the Abilene Regional Airport, located in Taylor County, State of Texas ("Airport"); and,

WHEREAS, the City has certain facilities available for lease; and,

WHEREAS, the Lessee desires to provide certain passenger, baggage and other support services to assist in its operation as a Federal Aviation Administration ("FAA") certificated scheduled air carrier; and,

WHEREAS, the Lessee has indicated a willingness and ability to properly occupy said terminal space in accordance with standards established by the City;

NOW, THEREFORE, for and in consideration of the mutual undertakings, agreements and covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEFINED TERMS

Capitalized terms contained herein shall have the meaning as set forth herein, including those capitalized terms defined in the Recitals above. Terms defined herein shall include both singular and plural versions of the subject term.

PREMISES AND PRIVILEGES

SkyWest Airlines Lease and Operating Agreement

For and in consideration of the term(s), conditions and covenants of this Lease to be performed by the Lessee, all of which the Lessee accepts, the City hereby leases to the Lessee and the Lessee hereby accepts from the City certain premises located at the Airport and as further identified in **Exhibits A1, A2** (collectively, the “Leased Premises”), and certain non-exclusive attendant privileges, uses and rights (and in accordance with the Minimum Standards **Exhibit B**), as hereinafter specifically set out. . Notwithstanding anything to the contrary contained herein, if there shall be any conflict between the express terms of this Lease and the Minimum Standards, the express terms of this Lease shall control.

A. DESCRIPTION OF PREMISES LEASED

The Leased Premises are as shown on the attached **Exhibits A1 and A2** and include both the Preferential Use Space and the Common Use Space as the same are described in Article III, Section F herein.

The Lessee accepts the Leased Premises in their present condition, subject to and including all defects latent and patent.

B. OBJECTS AND PURPOSE OF LEASE

The purpose of this Agreement is to grant to the Lessee the non-exclusive right and privilege to conduct business normally provided by a certificated air carrier at the Airport.

The Lessee shall not use the Leased Premises for any purposes other than those authorized herein without the prior written consent of the City, which shall not be unreasonably withheld, conditioned, or delayed.

The Lessee shall have the following privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants hereinafter set forth:

1. The operation of a FAA-certificated air carrier, either directly or under a SkyWest Airlines Lease and Operating Agreement

contracted air carrier, for the air transportation of persons, property and mail, including all activities reasonably necessary for such operation ("Air Transportation");

2. The arrival (landing), departure (taking off), loading, unloading, servicing, parking and testing of aircraft or other equipment, including the use of a reasonable amount of ramp area located at the assigned passenger boarding bridge/gate;
3. The sale of tickets, checked baggage, in-flight meals, and the loading and unloading of persons, property and mail/cargo at the Airport;
4. The purchase of fuel dispensed by an Airport-approved provider, in-flight food and other passenger supplies, and any other materials and supplies from any person or company of the Lessee's choice and the making of agreements with any person or company of the Lessee's choice for work to be done for the Lessee. Such persons or companies may be subject to the following Airport requirements: security/identification badges, assigned work areas and times, and reasonable concession, fuel flowage or other operating fees;
5. The installation, maintenance and operation of such radio, data, communication, and meteorological equipment as may be necessary or convenient for its operations; provided that the location of such equipment and facilities shall be subject to the prior written approval of the Director of Transportation Services ("Director"), such approval not to be unreasonably withheld, conditioned or delayed;
6. All Lessee-purchased trade fixtures, equipment and other personal property installed on or about the Leased Premises shall be subject to the prior written approval of the Director, which shall not be unreasonably withheld, conditioned, or delayed, and shall remain the property of the Lessee;
7. The general use, in common and in cooperation with others authorized to do so, of all public Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided.

C. IMPROVEMENTS ON LEASED PREMISES

No improvement shall be made to or installed on the Leased Premises by the Lessee without the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed. The Lessee covenants and agrees that prior to the installation

or construction of any such building, fixture, structural addition, or improvement, it shall submit the general plan, location, design and character thereof to the City for approval, and that all construction will be in material accordance with such plans and specifications. Approval of the Lessee's plans by the City shall not constitute a representation or warranty as to such conformity; responsibilities for such conformity shall at all times remain with the Lessee.

The Lessee understands that the Airport has zoning and development restrictions and that all improvements to the Leased Premises shall conform to zoning ordinances, applicable building standards, Airport Minimum Standards and other Airport rules and regulations then in existence. All improvements are subject to the prior approval of the City through its site plan process and future improvements must follow the Lessee's site plan, as approved by the City.

Title to all permanent improvements constructed on the Leased Premises shall convey to the City at the expiration of this Agreement; provided, however, all Lessee-purchased trade fixtures, equipment and other personal property, regardless of whether affixed to the Leased Premises, shall remain the property of Lessee, and should there be any damage to the Leased Premises as a result of the removal thereof by Lessee, Lessee shall be responsible, at its sole cost and expense, for repairing any such damage.

D. PROHIBITED USES

The Lessee shall not use or cause its employees, agents, and contractors to use any part of the Leased Premises in any other manner than set out in Article I of this Lease. Without limiting the generality of such prohibition, the following uses are specifically prohibited unless prior written consent of the Director is secured, which consent shall not be unreasonably withheld, conditioned, or delayed:

1. Auto rental service

2. Food and alcoholic beverage sales (excluding in-flight);
3. Sales or advertisement of non-airline products, except United Airlines/MileagePlus branded credit cards, shall not be permitted. Such other advertisements shall be contracted with the Airport only; and
4. Any use prohibited by law.

E. OBSERVANCE OF STATUTES, ETC.

The granting of this Lease and its acceptance by the Lessee is conditioned upon the right to use said public Airport facilities in common with others authorized to do so, provided, however, that the Lessee shall observe and comply with any and all lawful requirements of the City and with all federal, state or local statutes, ordinances, regulations and standards applicable to the Lessee and its use of the Leased Premises, including but not limited to rules and regulations lawfully promulgated from time to time by the Director or City Council. Notwithstanding anything to the contrary contained herein, if there shall be any conflict between the express terms of this Lease and any rules and regulations promulgated by the Director or the City Council, the terms of this Lease shall control.

ARTICLE II

OBLIGATIONS OF THE CITY

A. OPERATION AS A PUBLIC AIRPORT

The City covenants and agrees that at all times it will operate and maintain the Airport facilities as a public airport consistent with and pursuant to assurances given by the City to the United States Government. The City shall provide adequate illumination for the terminal building public space (including gates), Common Use Space, Preferential Use Space (provided Lessee shall be responsible for re-lamping in its Preferential Use Space) and loading ramp area adjacent to the terminal building. The City shall not be required to perform maintenance and repairs occasioned by the negligence of the Lessee in servicing or repairing its aircraft including cleaning of the ramp in

Lessee's aircraft parking positions as a result of oils, fuels or other liquids spilled by Lessee during the term hereof. If the City provides such services following written notice and a reasonable opportunity for Lessee to perform the same, Lessee may be charged for the actual, documented cost of such services incurred by the City.

The City shall maintain and keep in good condition and repair all places in and about the Airport terminal building which are used by, or made accessible to, the public, including but not limited to the Preferential Spaces of the Ticket Counter Queuing, and the Holdroom, Common Use Space, restrooms, streets, sidewalks, and other lawful approaches, gates, passenger boarding bridges, terminal ramp areas, etc. In addition, the City has and shall maintain and keep in good repair all structural components of the terminal building, including, but not limited to, the roof, foundation, and structural walls. The City shall also supply or cause to be supplied appropriate and adequate equipment and maintenance for air conditioning, electrical power, ventilation, heat, water, sewerage facilities, and solid waste dumpsters for terminal building public space, Lessee's Preferential Use Space, and the Common Use Space. The City shall be responsible for janitorial services and trash removal from all areas of the Airport other than Lessee's Preferential Use Space. The City will use best efforts to prevent/remove snow and ice accumulations from critical runways, taxiways and ramp areas (excluding within 15' from parked Lessee aircraft at the gate). Such measures for roadways, sidewalks and vehicle parking may be done based on the reasonable judgment of the Director. The City agrees to install and maintain in all areas of the Airport (other than Lessee's Preferential Use Space) such fire equipment and fire extinguishers, except such rated and as may be required for aircraft use, as designated or requested by the Fire Marshall or in accordance with applicable local, state and federal safety standards and requirements.

B. INGRESS AND EGRESS

The Lessee shall have the right of ingress to and egress from the Leased Premises for the Lessee, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitees over such roadway(s) as may be designated for that purpose and the right of ingress to and egress from runways over taxiways and aircraft parking ramps provided by the City. Said roadway(s), aircraft parking ramps, runways and taxiways shall be used jointly with other tenants of the City with operations at the Airport, but not for the conduct of business on other leased premises, and the Lessee shall not materially interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City deems reasonably necessary.

The City shall, throughout the term hereof, permit adequate roadway and pedestrian access to the Leased Premises. The City shall maintain public access to the Leased Premises in a good and safe condition.

ARTICLE III

OBLIGATIONS OF LESSEE

A. PAYMENTS DUE

The Lessee agrees that no payments owed by the Lessee of any nature whatsoever to the City, the Abilene Independent School District, Taylor County, Jones County, or the West Central Texas Municipal Water District, including payment in advance for service charges, such as garbage collection, or any other sums of any character whatsoever, shall become materially delinquent or in arrears.

B. MAINTENANCE AND OPERATION

The Lessee shall maintain its Preferential Use Space at all times in a safe and orderly condition

and shall not permit the material accumulation of any trash or debris on the same. Lessee is responsible for the janitorial and general upkeep of its non-public Preferential Space, including removing trash that must be placed in the dumpsters outside of the Terminal Building. Preferential Space that is accessible to and used by the public - Ticket Counter Queuing and the Holdroom – will be cleaned and maintained by the City (Article II-A). Subject to City's maintenance and repair obligations set forth in Article II, Lessee shall maintain in good condition and repair the non-structural portions of its Preferential Use Space. Additionally, the Lessee shall repair all damages to the Leased Premises caused by the negligence or willful misconduct of its employees, agents or contractors, and shall maintain in good repair all of the Lessee's equipment thereon.

The Lessee further agrees that upon the expiration of the term of this Lease or sooner cancellation thereof, said Preferential Use Space will be delivered to the City in good condition, reasonable wear and tear and the City's express maintenance and repair obligations set forth in Article II excepted, subject to the provisions of Article VII, hereof.

C. PERIODIC INSPECTIONS

THE CITY RESERVES THE RIGHT TO MAKE PERIODIC INSPECTION OF THE LEASED PREMISES, IMPROVEMENTS AND EQUIPMENT THEREIN DURING NORMAL BUSINESS HOURS, FOLLOWING WRITTEN NOTICE TO LESSEE, AND ACCOMPANIED BY A DULY AUTHORIZED REPRESENTATIVE OF LESSEE.

The Lessee agrees to install and maintain in its Preferential Use Space such fire equipment and fire extinguishers as designated or requested by the Fire Marshall in accordance with applicable local, state and federal safety law.

The Lessee will comply with all valid and enforceable laws, rules and regulations made by the Director, City Council, FAA and Transportation Security Administration ("TSA").

D. SIGNS

The installation and operation of identifying signs on the Leased Premises, the general type, number, design and method of installation and removal and location of such signs are subject to the prior written approval of the Director. This written approval shall not be unreasonably withheld, conditioned or delayed.

E. NONDISCRIMINATION

1. The Lessee does hereby covenant and agree that (1) no person on the grounds of race, color, sex, creed, national origin, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination by Lessee in the use of the Leased Premises, (2) that in the construction of any improvements on, or under such Leased Premises, or the furnishing of services thereof, no person on the grounds of race, color, sex, creed, national origin, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased Premises in compliance with all other applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and with all enforcement procedures as the United States might demand that the City take, (4) that the Lessee shall conduct its operations in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (23 U.S.C. 794) and 49 C.F.R., Part 27, Americans with Disabilities Act, and will assure that no disabled person shall, solely by reason of their disability, be excluded from participation, be denied the benefits of,

or otherwise subjected to discrimination, including discrimination in employment. Further, the Lessee covenants and agrees that it shall not cause its employees, contractors, or agents to take any action or omission that would violate the same.

2. Title VI General Civil Rights Provisions

- a) In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- b) The above provision binds the Lessee and sublessees from the bid solicitation period through the completion of the contract.
- c) If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration.

F. LEGAL DESCRIPTION

The Lessee will have use of the following (square feet are approximate measurements), which collectively form the “Leased Premises”:

Preferential Use Space

3,225 square feet

Preferential Space consists of the following: **Exhibit A1** – Baggage Office (79 sf); **Exhibit A2** – SkyWest Office and Ticket Counter Queuing (1,351 sf), ½ Outbound Baggage (73), Gate Holdroom (1,722 sf).

Common Use Space

6,193 square feet

Common Use Space consists of the following: **Exhibit A1** - Baggage Claim (2,287 sf), and Baggage Handling (2,803 sf), Baggage Overhang (1,103 sf)

In the event of multiple Signatory Air Carriers, the Common Use Space charge will be calculated using the 20/80 Method.

20/80 Method Calculation - Rental amounts for Common Use Space shall be calculated in the following manner when more than one Signatory Air Carrier uses such space:

20% of the Common Use Space shall be divided evenly by each Signatory Air Carrier using such space.

80% of the Common Use Space shall be charged on a pro rata basis by dividing the total number of enplaned passengers of each Signatory Air Carrier using such space by the total number of enplaned passengers of all Signatory Air Carriers using such space and multiplying that percentage by 80% of the Common Use Space rentals for the space for that invoiced month.

In the event the Lessee is the sole Signatory Air Carrier, the Lessor shall charge one half of the 20% Common Use Space portion to the Lessee. The Lessee shall be responsible for all of the remaining 80% rental amount of Common Use Space.

G. FEDERALLY REQUIRED ASSURANCES

The Lessee does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises by Lessee, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits as the Department of Transportation program or activity, the Lessee shall maintain and operate and shall cause its employees, contractors, and agents to maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R., Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulation may be amended.

H. WORK STOPPAGES

In the event of strike or work stoppage by employees of the Lessee, the Lessee will continue to pay, during the entire period of any such strike or work stoppage, the rentals set forth in Article V of this Lease.

I. NON-INTERFERENCE WITH OPERATION OF AIRPORT

The Lessee, by executing this Lease, expressly agrees that it will not use the Leased Premises in any manner that interferes or is likely to interfere with the landing and taking off of aircraft at the Airport. In the event the aforesaid covenant is materially breached by Lessee, the City reserves the right to enter upon the Leased Premises, following prior written notice of the alleged breach and reasonable opportunity to cure, and cause the abatement of such interference at the expense of the Lessee.

The City shall maintain and keep in good repair and in compliance with applicable FAA standards the runways, taxiways, and air carrier ramp of the Airport, and shall have the right to direct and control all activities of the Lessee thereupon.

ARTICLE IV

TERM OF LEASE

The initial term of this Lease shall be for a period from **March 17, 2026 through December 31, 2031**.

The Lessee and City shall have an option to mutually renew this Lease for two (2) subsequent one-year terms upon the expiration of the initial lease term. The Lessee's election to exercise this option shall be set forth in writing to the Director not less than three (3) months before the expiration of the initial and any subsequent term of this Agreement.

ARTICLE V

RENTALS and FEES

All rentals and fees shall be due and payable by the Lessee within thirty (30) days of its receipt of invoicing from the City.

- A. **LEASED AREA:** The Lessee shall, during the term of this lease pay to the City, per monthly invoicing, rents using the following square-foot-per-year charge:

Preferential Use Space and Common Use Space¹

March 17, 2026 - December 31, 2026	\$48.00/ sq. ft. / year
January 1, 2027 - December 31, 2027	\$60.00/ sq. ft. / year
January 1, 2028 - December 31, 2028	\$70.00/ sq. ft. / year
January 1, 2029 - December 31, 2029	\$80.00/ sq. ft. / year
January 1, 2030 - December 31, 2030	\$88.00/ sq. ft. / year

Charges for Common Use Space will be calculated based on pro rata share described in Article F.

- B. **LANDING FEES:** The Lessee shall pay the following Landing Fee rate monthly for

¹ Subject to 20/80 method of calculation in accordance with Article III, Subsection F.
SkyWest Airlines Lease and Operating Agreement

all Lessee-owned or contracted aircraft regardless of a scheduled, non-scheduled or maintenance-related landing. The Landing Fee is calculated per 1,000 lbs. of the maximum gross weight for each aircraft type.

January 1, 2026 - December 31, 2026	\$1.25
January 1, 2027 - December 31, 2027	\$1.44
January 1, 2028 - December 31, 2028	\$1.65
January 1, 2029 - December 31, 2029	\$1.82
January 1, 2030 - December 31, 2030	\$2.00

C. EMPLOYEE PARKING

The Lessee shall, during the initial term of this Lease and any subsequent term, if applicable, pay to the City a monthly parking fee consistent with the City’s schedule of rates and charges, subject to periodic review and adjustment by its City Council. Lessee shall pay for the number of Lessee’s employees utilizing the employee parking facilities the last day of each month invoiced.

D. DELINQUENT RENTALS

There shall be added to all sums due the City and unpaid, an interest charge of one and one-half percent (1½%) per month, calculated daily, if payment is received after the thirtieth (30th) day following Lessee’s receipt of the City’s invoice for such payment. No interest shall be charged upon that portion of any debt which, in good faith, is in dispute.

E. DEPLANED DIVERTED PASSENGER FEES

The City shall charge Lessee for City’s support of irregular operations (Diversions) aircraft (due to weather, aircraft mechanical issues or other cause or emergency) that deplane passengers after, or remain in the terminal after, regular Airport Administration hours of business (Monday through Friday 8:00 a.m. to 5:00 p.m. City-observed holidays are not regular hours of business). Charges will be based on the current hourly rate for each Airport employee required, as reasonably determined by

the Director, to provide limited assistance and oversight of deplaned passengers in the terminal until such passengers re-board the aircraft or are transported by the Lessee from the Airport. Other passenger support (i.e. food, bottled water, or other non-alcoholic beverages, other transportation, miscellaneous needs) purchased/provided by Airport employees at the request or approval of Lessee's Abilene General Manager, shall be reimbursed by Lessee as evidenced by receipt or Director's affidavit.

F. Ramp Parking

For each Lessee-operated aircraft that is parked outside of Lessee's assigned jetbridge/gate area or other assigned Leased Premises and is not subject to diversion or irregular operations, Lessee shall be charged a fee of \$50 (non-prorated) for every 24-hour period the aircraft remains in such non-leased location. Lessee shall obtain the Director's approval prior to parking aircraft subject to diversion or irregular operations. Diverted aircraft will have 24 hours from arrival in the non-leased area before being charged this fee.

G. Unanticipated Safety/Security Services Fees

In the event of a change in the safety and/or security requirements of the Airport based on determination by FAA and/or TSA and subject to consultation with the Lessee, Lessee may be charged a non-discriminatory fee for enhanced safety and/or security. The City reserves the right to charge such a fee, if necessary, as an amendment to this Agreement.

ARTICLE VI

INSURANCE AND INDEMNITY BY LESSEE

A. TYPE AND AMOUNT

The Lessee shall provide and maintain, at its own expense, the following types and amounts of insurance, during the term of this Lease:

<u>TYPE</u>	<u>AMOUNT</u>
1) Comprehensive General (Public) Liability - to include (but Limited to) the following: a) Premises/operations b) Independent contractors c) Personal injury liability d) Contractual liability (Insuring indemnity provision within this contract)	Combined single limit coverage (or equivalent for bodily injury and property damage: \$2 million on a per occurrence basis
2) Worker's Compensation and Employer's Liability	Statutory: \$100,000 per occurrence

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective 30 days after notice is sent to the address provided herein.² If the City exercises the right to increase the minimum insurance amounts, the Lessee may choose to either comply with the increase or cancel this Lease with no penalty.

The procurement of said insurance shall not be construed to be a limitation upon the Lessee's liability, or as a full performance on its part of the indemnification provisions of the Lease. The Lessee's obligations are, notwithstanding said policy of insurance, for the full and total amount of any

² Such increase shall be limited to not more than one hundred percent (100%) of the above listed amounts during the initial three year term and not more than fifty percent (50%) during each of the subsequent terms.

damage, injury or loss caused by or attributable to its activities conducted at or upon the Airport.

B. OTHER INSURANCE REQUIREMENTS

Before commencement of activities under this Lease, the Lessee shall furnish to the Director, certificates of insurance or copies of the policies, plainly and clearly evidencing the required insurance, and thereafter; new certificates prior to the expiration date of any prior certificate. The Lessee understands that it is solely responsible to provide this necessary information and that failure to timely comply with the requirements of this article shall be a cause for cancellation of this Lease, under the provisions of Article VII, hereof.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility. All policies shall be subject to examination at Lessee's Corporate Office and approval by the City for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Lease for the City, as additional insured, shall be primary insurance and not contributing with any other insurance available to the City, including any third party liability policy.

The Lessee further agrees that with respect to the above-required insurance, the City shall:

1. Be named as additional insured/or an insured, as its interest may appear;
2. Be provided with a waiver of subrogation; and
3. Be provided with 30 days advance notice, in writing, of cancellation or material change.

C. INDEMNITY

The Lessee agrees to indemnify, hold harmless and defend the City, its officers, agents and employees, from and against all liability for any and all claims, liens, suits, demands, and/or

actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and reasonable and documented attorneys' fees (individually, a "Claim", and collectively, "Claims") arising out of or resulting from (i) Lessee's failure to perform any of its obligations under this Agreement, (ii) Lessee's or its officers, agents, or employees use or occupancy of the Leased Premises, or (iii) the willful misconduct or negligence of the Lessee, its officers, agents or employees, including all such Claims based on applicable common, constitutional, or statutory law.

The Lessee further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, and employees, as well as their property, while in or on the Leased Premises. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Lessee, its officers, agents, or employees.

It is further agreed with respect to the above indemnity, that the City and the Lessee will provide the other prompt and timely written notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might materially affect the Lessee or the City, and the City shall have the right, at its sole cost and expense, to compromise and defend the same to the extent of its own interests.

The Lessee further agrees that this indemnity provision shall be considered as an additional remedy for the City and not an exclusive remedy.

Notwithstanding the foregoing or anything else to the contrary contained herein, the indemnity provided for in this Agreement shall have no application to any Claim to the extent that any such Claim results or arises from the negligence or willful misconduct of the City, its officers,

officials, agents or employees.

ARTICLE VII

TERMINATION OF LEASE, ASSIGNMENT, TRANSFER,

AND CANCELLATION

A. TERMINATION

This Lease shall terminate at the end of the full term hereof including any optional, subsequent terms as provided for in Article IV herein, and the Lessee shall have no further right or interest in the Leased Premises.

B. CANCELLATION BY THE CITY

This Lease shall be subject to cancellation by the City in the event that Lessee fails to cure the following (“Lessee Default Events”) within sixty (60) days of delivery of written notice from the City; provided however, that if the subject Lessee Default Event is not capable of being cured within sixty days, Lessee commences curing the same within sixty days of the written notice and diligently pursues such cure to completion:

1. Being in arrears in the payment of any part of the amount agreed upon hereunder for greater than thirty (30) days following Lessee’s receipt of the City’s invoice regarding the same.
2. Making a general assignment of Lessee’s rights under this Lease for the benefit of creditors.
3. Filing a voluntary petition of bankruptcy, or, if the proceedings in bankruptcy shall be instituted against the Lessee and thereafter Lessee is adjudicated as bankrupt pursuant to such proceedings; or, if a receiver shall take jurisdiction of the Lessee and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a receiver for the Lessee's assets is appointed; or if the Lessee shall be divested of its rights, powers and privileges under this Lease by other operation of law.
4. Abandonment of the Leased Premises.

5. Default in the performance of any of the covenants, agreements and conditions required or to be performed by the Lessee.
6. Material failure to abide by all applicable, valid, and enforceable against Lessee laws, ordinances and rules and regulations of the United States, State of Texas, the City of Abilene, or the Director.

If, after receipt of the City's notice and opportunity to cure, the Lessee Default Event complained of shall not have been corrected in a manner reasonably satisfactory to the City, the City shall have the right, and without further notice to the Lessee, to take immediate possession of the Leased Premises and remove the Lessee's personal property, equipment, and other effects, without being deemed guilty of trespassing. Upon said repossession of the Leased Premises by the City pursuant to this Article VII, all rights of the Lessee hereunder shall be deemed forfeited; provided, however, the City shall have and reserves all of its available remedies at law as a result of said Lessee Event of Default.

Failure of either party to declare this Lease terminated upon City or Lessee's failure to cure any City Default Event (defined below) or Lessee Default Event as the same may be applicable, the same shall not operate to bar, destroy or waive the right of the non-defaulting party to cancel this Lease by reason of any subsequent City Default Event or Lessee Default Event. The acceptance of rentals and fees by the City for any period or periods after a Lessee Default Event shall not be deemed a waiver of any rights on the part of the City to cancel this Lease due to Lessee's failure to cure a Lessee Default Event following written notice by the City as required hereunder.

C. **WAIVER OF STATUTORY NOTICE TO QUIT**

In the event the City exercises its option to cancel this Lease upon the occurrence of any or all of the Lessee Default Events and the subsequent failure by Lessee to cure the same within the time allowed, a notice of cancellation sent to the address specified in Article VIII, Section E (or subsequent

address provided in writing to the Director), shall be sufficient to cancel this Lease; and upon such cancellation, the Lessee hereby agrees that it will promptly surrender up possession of the Leased Premises to the City.

D. SUBLETTING AND ASSIGNMENT

The Lessee shall not rent or sublease all or any part of the Leased Premises or the improvements located thereon without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. However, with written notice to City, the Lessee may assign this Lease without such City consent to any corporation with which the Lessee merges, consolidates, or which succeeds to the business of the Lessee. Any sub lessees shall be subject to the same conditions, obligations and terms as set forth herein. The Lessee shall be responsible for the observance by its tenants and sub-lessees of the terms and covenants of this Lease. It is not the intention of the City that subleases be misused as a method to avoid compliance with the Minimum Standards.

In the event that the City determines that a sub-lessee is operating an aviation-related business without complying with the Minimum Standards applicable thereto, the sublease may be terminated in the same manner as provided by Article VII herein.

The Lessee may, with the prior written consent of the City (not to be unreasonably withheld, conditioned or delayed), assign this Lease. In such event, the Lessee shall be relieved of any further obligation hereunder, and the City will look solely to such approved assignee for performance of this Lease subsequent to the effective date of such approved assignment. Said assignee shall not further assign this Lease except with the prior written approval of the City, and any assignment by the Lessee shall contain a clause to this effect.

All of the terms and covenants and agreements herein contained shall be binding upon and

shall inure to the benefit of successors and assigns of the respective parties hereto.

E. **DESTRUCTION OF PREMISES**

If all or a portion of the Leased Premises shall be damaged by fire or other casualty in such manner as to render them unusable in whole or in part, the rental required to be paid hereunder shall be abated or reduced proportionately to the amount of the Leased Premises so damaged or rendered unusable during the period from the date of such damage or destruction until the work of repairing, restoring or reconstruction of said Leased Premises is completed by the City, or the Lessee may cancel this Lease. Notwithstanding the foregoing, should said damage be caused by the negligence or willful misconduct of the Lessee, its agents, contractors or employees, the Lessee shall be responsible for repairing said damage and shall pay the cost thereof, less any insurance proceeds received by City on account thereof, and there shall be no rental or fee abatement hereunder.

F. **PERSONAL PROPERTY**

The City shall have a lien as security for Lessee's payment of rent as required herein upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property, excluding aircraft and all information technology, which are or may be put or caused to be put on the Leased Premises by the Lessee.

Upon termination of this Lease, the Lessee shall remove all personal property from the Leased Premises within fourteen (14) calendar days after said termination, provided that the Lessee shall at no time remove any improvement for which it has or will receive a rental credit or rebate. If the Lessee fails to remove its personal property, the City may sell the same and keep the proceeds after first applying them to any payments in arrears or may have such property removed at the expense of the Lessee.

G. CANCELLATION BY LESSEE

This Lease shall be subject to cancellation by the Lessee, at the Lessee's option, after the occurrence of one or more of the following events ("City Default Events"):

1. The abandonment of the Airport as a public airport.
2. The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport or any substantial part or parts thereof, in such a manner to materially restrict Lessee's operations at the Airport for a period of at 90 days or more.
3. Damage to the Lessee's improvements, that renders such improvements unacceptable for the purpose for which they were intended.
5. Loss or abandonment of the Lessee's right to operate as an air carrier.
7. Any failure or refusal by final and unappealable action of the FAA or any other State or Federal regulatory agency of appropriate jurisdiction to permit the Lessee to operate into, from, or through the Airport such as the Lessee may reasonably desire to operate.
9. The breach by the City of any of the covenants or agreements herein contained and the failure of the City to remedy such breach for a period of 60 days after receipt of a written notice of the existence of such breach.

The Lessee may exercise such rights of cancellation by written notice to the City at any time after the lapse of the applicable periods for City to cure the City Default Event, and this Lease shall cancel as of that date. Rentals due hereunder shall be payable only to the date of said cancellation.

H. HOLDING OVER

In the event the Lessee shall continue to occupy the Leased Premises beyond the term of this Lease or any extension thereof, such holding over shall not constitute a renewal of this Lease but shall be a month-to-month tenancy only, which may be terminated by either party upon thirty (30) days' written notice. The City may include a reasonable rate increase for the Holdover Period.

ARTICLE VIII

GENERAL PROVISIONS

A. THE CITY'S RESERVED RIGHTS

1. Development. The City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the reasonable opinion of the Director, would limit the usefulness of the Airport or constitute a hazard to aircraft.
2. Recapture. In the event the City requires the Leased Premises for expansion or developing of the Airport, the City reserves the right, following sixty (60) days' written notice to the Lessee, to relocate or replace the Lessee's improvements at the City's cost and expense in a substantially similar form at another generally comparable location on the Airport. During such period of relocation, the City will use its best efforts to provide similar accommodations. If Lessee obtains its own temporary shelter, rent payment may be adjusted per negotiated rates.

During the time of war or national emergency, the City shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the lease to the Government shall be suspended, and in that event a just and proportionate part of the rent hereunder shall be abated and Lessee will have the option to cancel this Lease following written notice to City.

3. Other Contracts. This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the City of Federal funds for the development of the Airport.
4. Inspection. Upon not less than thirty-six (36) hours prior written notice and accompanied by a duly authorized representative of Lessee, the City, through its duly authorized agent, shall have at any reasonable time the right to enter the Leased Premises for the purpose of performing any and all things which the City is obligated and/or has a right to do under this Lease.
5. Other Leases. Except as provided for under the conditions of an approved air

service development program, the City agrees not to enter into any lease, license, contract or other agreement with any other 14 CFR Part 121 scheduled air carrier containing more favorable terms than this Agreement (including its methodology of establishing rates, fees and charges) or to grant to such scheduled air carrier rights or privileges with respect to the Airport that are not accorded to the Lessee hereunder unless the same rights, terms and privileges are concurrently made available to the Lessee. Nothing herein contained shall limit the City with respect to granting of leases to other aviation tenants (excluding 14 CFR Part 121 scheduled air carriers) under different terms and conditions as herein set forth or to granting of leases for non-commercial aviation or non-aviation purposes at terms different from those set forth herein.

6. Easements. The City retains the use and enjoyment of all utility and other easements located on, in, or about the Leased Premises. The City shall retain the right to take, without compensation to the Lessee, any additional easements as are necessary on the Leased Premises for installation or maintenance of utilities, whether they be to supply service to the Lessee hereunder or other lessees of the Airport, provided that any such additional easements will not interfere with the Lessee's use of the Leased Premises.
7. Retained Easement. The City shall retain an easement over, above, and on the Leased Premises in relation the utilization of the air space for the purposes of the operation of the Airport.

B. APPLICABLE LAW AND VENUE

This Lease and all transactions made hereunder shall be construed and governed according to the laws of the State of Texas. Venue for any legal proceedings shall be in Taylor County, Texas.

C. INVALID PROVISIONS

In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the validity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision.

D. PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

E. **NOTICES**

Whenever any notice or payment is required by this Lease to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States mail, addressed to:

Notice to:

Director of Transportation Services
Abilene Regional Airport
2933 Airport Blvd, Ste 200
Abilene, TX 79602

Payment to:

Accounting Department
City of Abilene
P.O. Box 60
Abilene, TX 79604

Notices, consents and approval to the Lessee addressed to:

TBD by SkyWest Airlines

Or to such other addresses as the parties may designate to each in writing.

F. **NOT EXCLUSIVE RIGHT**

It is understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right to operate a commercial airline at the Airport.

G. **FEDERAL AVIATION ADMINISTRATION**

Whenever the term "Federal Aviation Administration" or "FAA" is used in this Lease, it shall be construed as referring to the Federal Aviation Administration created by the Federal Government or to such other agencies of the Federal Government having from time to time competent jurisdiction over the Lessee or its business.

H. **AUTHORITY TO EXECUTE**

Each of the parties hereto warrants and represents that the execution and delivery of this

SkyWest Airlines Lease and Operating Agreement

Agreement by the undersigned representatives has been duly authorized by all necessary corporate or municipal action, as applicable.

I. NO INDIVIDUAL LIABILITY

No member, officer, agent, director, or employee of City or Lessee shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate copies as of the date first above mentioned at Abilene, Texas.

LESSOR: CITY OF ABILENE

ATTEST:

By: _____
Emily Crawford, City Manager

Shawna Atkinson, City Secretary

APPROVED:

Stanley Smith, City Attorney

LESSEE: SKYWEST AIRLINES, INC.

ATTEST:

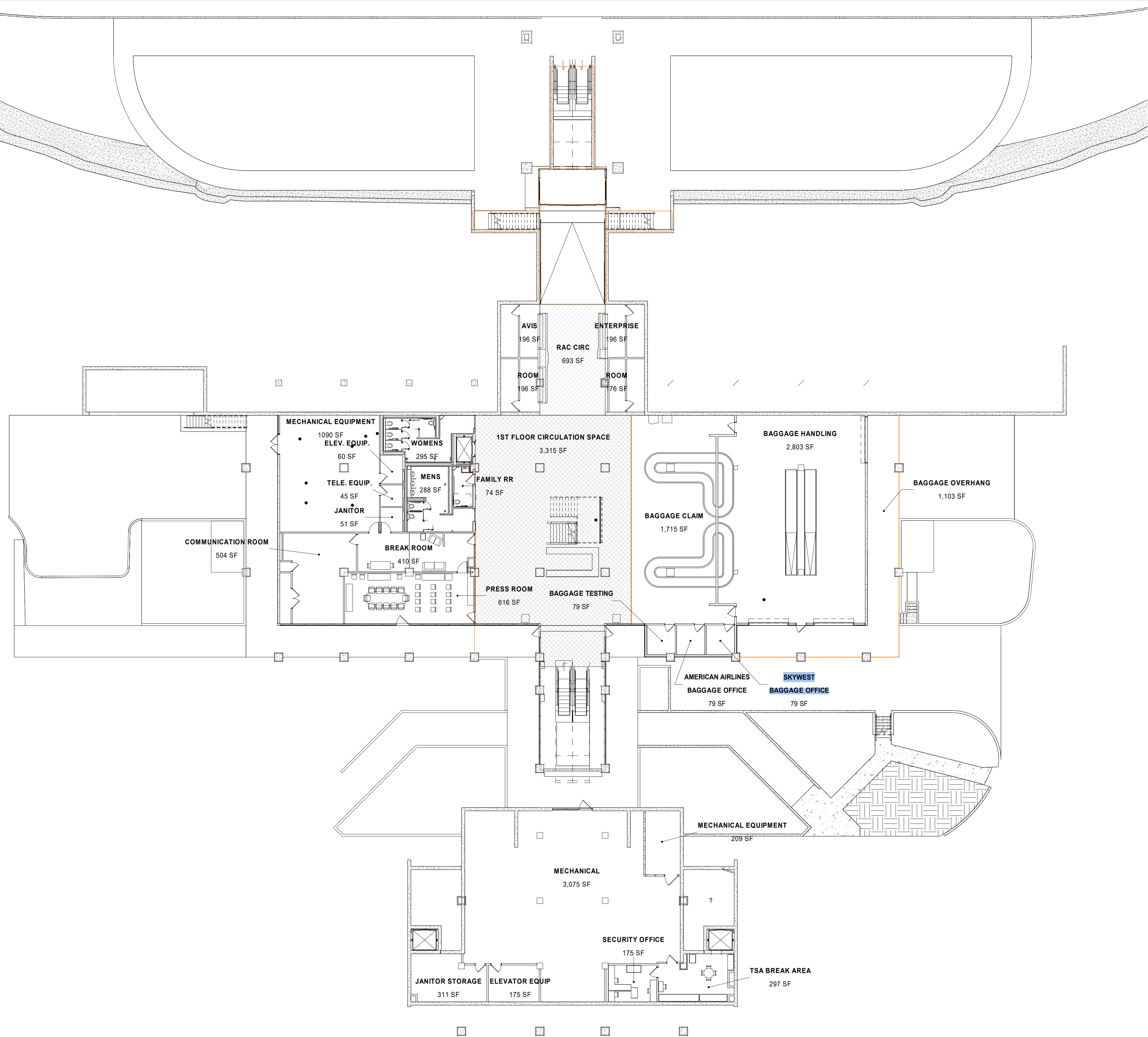
By: _____

Title: _____

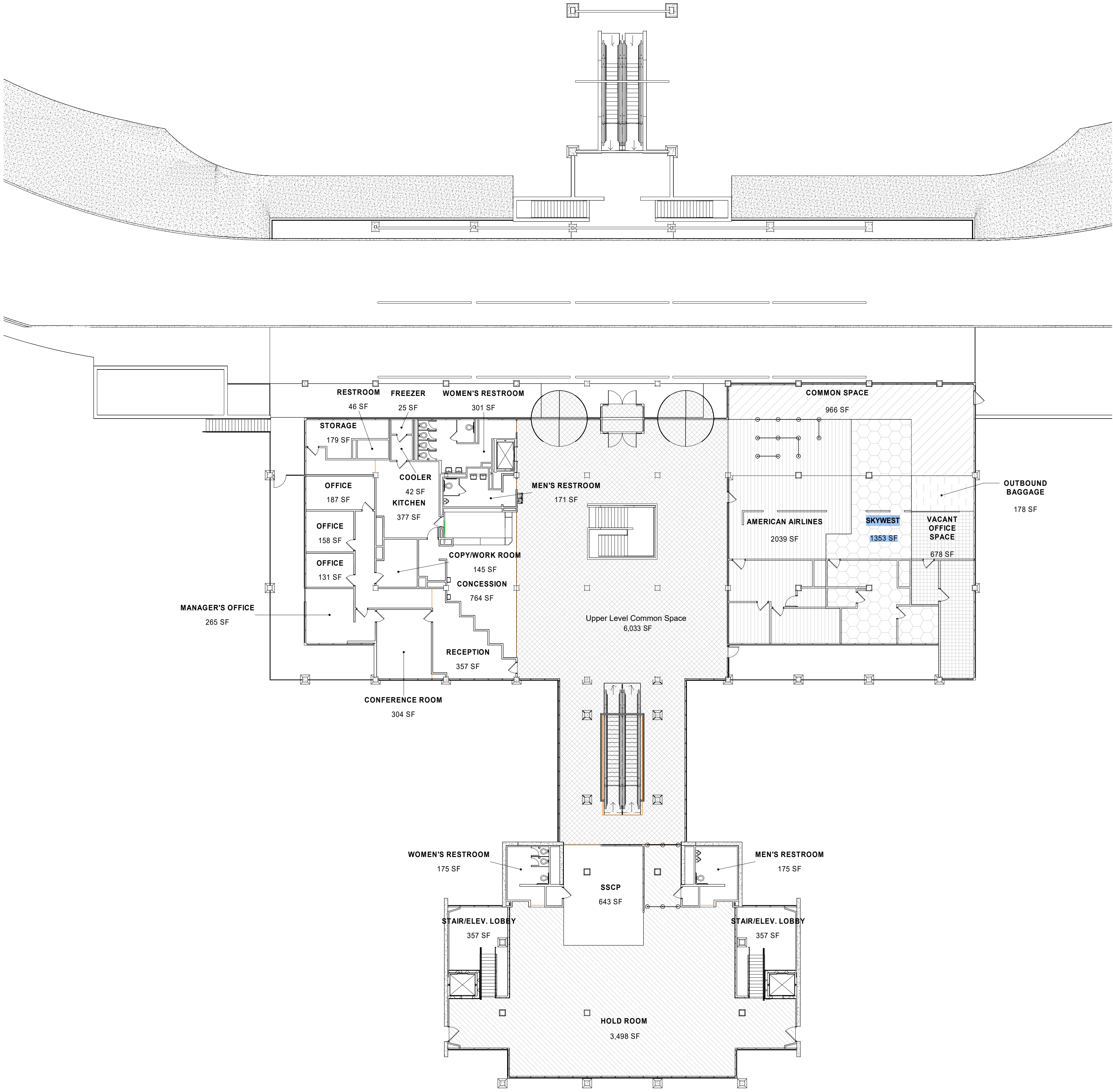
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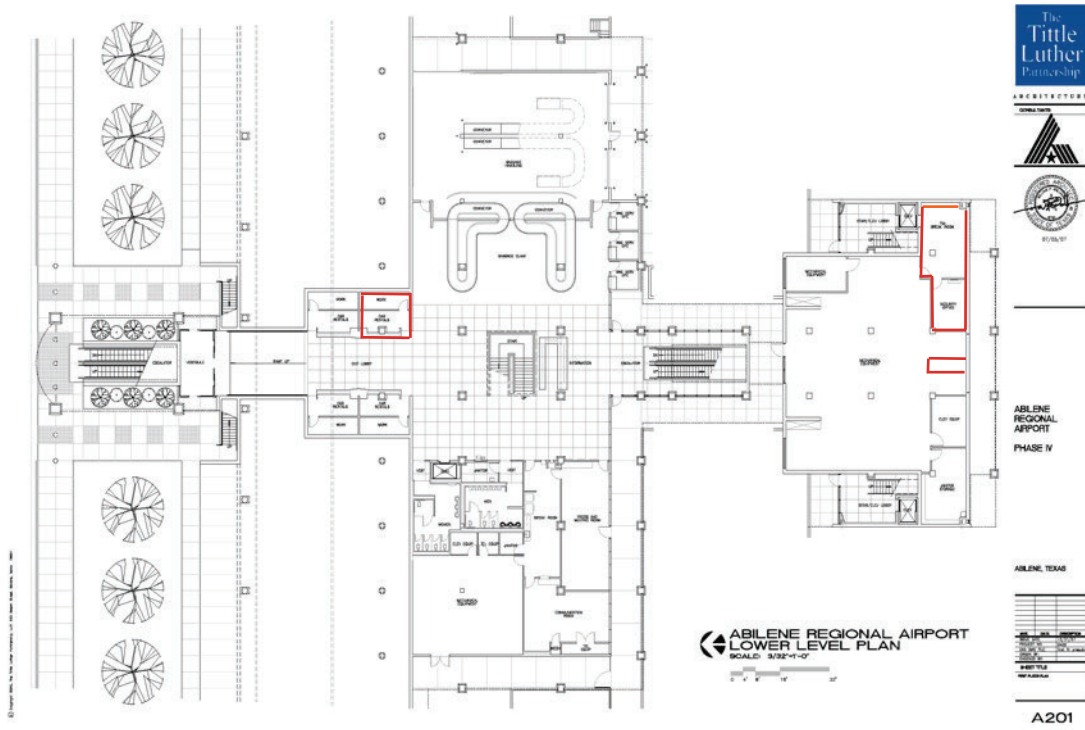
FIRST FLOOR - EXISTING FLOOR PLAN



SECOND FLOOR - EXISTING FLOOR PLAN

Exhibit B
GS-07P-LTX01383

Lower Level



LESSOR: _____ GOVERNMENT: _____

City Council Meeting





SkyWest Airlines Lease and Operating Agreement

- The City of Abilene and our region will be served by United Airlines/United Express through its regional affiliate, SkyWest Airlines, beginning March 17, 2026.
- The new services includes daily flights to Denver International and Houston Intercontinental.
- SkyWest will operate this service using office, ticket counter and gate area space in the Airport Terminal under lease from the City.
- This new five-year lease and use agreement similar rates/charges and terms as the new agreement with American Airlines.







**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: Emily Crawford, City Manager
FROM: Troy Swanson, IT Director
ITEM: 10. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval of the Acquisition of Professional Services to Assist in Technology Leadership Consulting from Delbert Dee Lott (*Troy Swanson*)

GENERAL INFORMATION

The Information Technology (IT) Department requires professional services in technology leadership consulting from Delbert Dee Lott. Mr. Lott has the knowledge, skills, abilities and experience in City systems that enable him to provide services to assist the IT Department in the leadership of technology initiatives and projects. These services will be acquired and funded through the Technology Planning Fund in the not-to-exceed amount of \$60,000.

FUNDING/FISCAL IMPACT

This 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 - Lott Dee
2. Fourth Amendment to Professional Services Contract D Lott
3. 20260312 - City Council - Presentation - Delbert Dee Lott

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 TO ASSIST IN TECHNOLOGY LEADERSHIP
CONSULTING FROM DELBERT DEE LOTT**

WHEREAS, the City Council of the City of Abilene recognizes the need for professional services to support technology leadership of initiatives and projects; and

WHEREAS, the Information Technology Department has negotiated these contracted services with Delbert Dee Lott; and

WHEREAS, those services are provided as part of Mr. Lott's specific and robust knowledge, skills, abilities and experience in City technologies; and

WHEREAS, this contract will be in the not-to-exceed amount of \$60,000 and recognizes that a previous contract in Fiscal Year 2026 was awarded in the amount of \$80,000; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of professional services from Delbert Dee Lott; 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 Delbert Dee Albert for a not-to-exceed amount of \$60,000 in fiscal year 2026

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

ADOPTED this 12th day of March, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

FOURTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ABILENE, TEXAS AND
DELBERT D. LOTT

On April 28, 2025, the City of Abilene, Texas (“City”), and Delbert D. Lott (“Professional”) entered into a Professional Service Agreement (“Agreement”), wherein Professional was contracted to provide IT consulting services.

The City of Abilene, Texas, and Delbert D. Lott. hereby agree to further amend the terms of the Agreement as follows:

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B, the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The term of this Agreement shall end on the date that the City and Professional enter into a new Professional Services Contract for IT Consultant Services – Service Desk and Application Services.

II. PAYMENT

For the services to be rendered under this Contract, the Professional will be entitled to a fee as follows: Technology Leadership consulting services to be billed monthly at a rate of \$5,000 per week. If fewer or more than 40 hours are performed in any given week, that \$5,000 will be either reduced or increased based on time billed by \$115.41 per hour or part of an hour for the period beginning March 12, 2025, and ending September 30, 2026, unless amended in writing and agreed to by both parties. Professional must submit monthly invoices to the City accompanied by an explanation of charges, professional fees, and services. The City will pay invoices in accordance with its normal payment procedures.

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

AGREED THIS ___12th___ DAY OF _____March_____, 2026.

CITY OF ABILENE, TEXAS

PROFESSIONAL

BY: _____
City Manager

BY: _____
Delbert D. Lott

Attest:

Attest:

City Secretary

Corporation's Secretary

City Attorney

Delbert Dee Lott

Professional Services

March 12, 2026





Delbert Dee Lott - Professional Services

Professional Services Requirement:

- Professional technology leadership consulting services are required to support the City technologies
- These services are managed as-needed-services through negotiating the work and as task assignments on a daily / weekly basis
- These services have been negotiated with and provided by Delbert Dee Lott given his knowledge, skills, abilities and experience with City technologies

IT Department Recommendation

- Endorses the requested approval and acquisition of technology leadership consulting services required to support City technologies in the not-to-exceed amount of \$60,000



Questions?





**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: Emily Crawford, City Manager
FROM: Troy Swanson, IT Director
ITEM: 11. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Microsoft SharePoint Storage from SHI International Corporation (*Troy Swanson*)

GENERAL INFORMATION

The Information Technology (IT) Department, will require SharePoint storage to support the use and consumption of SharePoint services from SHI International Corp. to satisfy the City's requirements. These services will be acquired via the Texas DIR-CPO-5237 Contract in the not to exceed amount of \$455,400.00. \$99,000 of that will be invoiced for the first year, and year 2 and 3 will be invoiced as \$178,200.00 in those subsequent years.

FUNDING/FISCAL IMPACT

This storage is designated for use by all City Departments and their services, 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 - SharePoint - SHI
2. SHI Quote-27230566
3. 20260312 - City Council - Presentation - SharePoint - SHI

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. 2026-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO
ACQUIRE MICROSOFT SHAREPOINT STORAGE FROM SHI INTERNATIONAL CORP**

WHEREAS, the City Council of the City of Abilene recognizes the need for Microsoft SharePoint storage to support the use and consumption of SharePoint services; and

WHEREAS, the Information Technology Department has identified the availability of the necessary storage from SHI International Corp. through the Texas DIR-CPO-5237 Contract; and

WHEREAS, those services will provide for the requirements of the City; and

WHEREAS, this acquisition will be for a not-to-exceed amount of \$455,400 and these funds will be made available as \$99,000 in Fiscal Year 2026 and two subsequent years in the amount of \$178,200 for years 2 and 3 each as part of the Technology Plan Fund; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of products from SHI International Corp.; and

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

Part 1: That the City Council approves the acquisition of products from SHI International Corp. for the not-to-exceed amount of \$455,400

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

ADOPTED this 12th day of March, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



Pricing Proposal
Quotation #: 27230566
Reference #: EA#4702330
Created On: 3/2/2026
Valid Until: 3/31/2026

TX-City of Abilene

Douglas Futrell

555 WALNUT ST
ROOM B7
Abilene, TX 79601
United States
Phone: 9156766266
Fax:
Email: Douglas.futrell@abilenetx.gov

Manager - Microsoft Inside Account Management

Tyler Henderson

290 Davidson Ave
SomersetNJ, 08873
Phone: 732-529-2148
Fax:
Email: tyler_henderson@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB Microsoft - Part#: M9T-00002 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2026 – 11/30/2026 Note: 8 months, Year 1 of 3	49500	\$2.00	\$99,000.00
			Total \$99,000.00

Additional Comments

Pricing is subject to change based on OEM and Distribution pricing changes

Payment Schedule:

Year 1 (Apr-01-2026 to Nov-30-2026): \$99,000.00
Year 2 (Dec-01-2026 to Nov-30-2027): \$178,200.00
Year 3 (Dec-01-2027 to Nov-30-2028): \$178,200.00

Total: \$455,400.00

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Microsoft SharePoint Storage

March 12, 2026





Microsoft SharePoint Storage Services

SharePoint Storage Requirement:

- This storage provides for new requirements
- This will add approximately 49.5 TB in storage
- This network equipment is available from SHI International Corp. through the Texas DIR-CPO-5237 Contract and will be acquired in the not-to-exceed amount of \$455,400
- This acquisition will be funded through Technology Planning Fund
 - Year 1 - \$99,000
 - Year 2 - \$178,200
 - Year 3 - \$178,200

IT Department Recommendation

- Staff endorses the requested approval and acquisition of SharePoint storage services required in the not-to-exceed amount of \$455,400



Questions?





**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: Emily Crawford, City Manager
FROM: Jeff Duebner, Assistant Director of Public Works
ITEM: 12. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve a Street Use License Extended Term with EA Engineering (Jeff Duebner)

GENERAL INFORMATION

EA Engineering has submitted an application for a Street Use License Extended Term (10 year term). The applicant's desire is to install three (3) additional monitoring wells to determine groundwater impact, located in the City's rights-of-way near the intersection of North 10th Street and North Pioneer Drive. A fourth monitor well is referenced in the application; this monitor well falls within the private property at 4409 N 10th Street and is not included in the City's Street Use License.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Staff has reviewed this request and recommends the City Council authorize the City Manager to execute the attached Street Use License Agreement Extended Term (10 year term) with EA Engineering to install three (3) monitoring wells, located in the rights-of-way near the intersection of North 10th Street and North Pioneer Drive.

ATTACHMENTS:

1. Resolution -- 3-2-2026
2. APPLICATION Street Use License Agreement Extended Term
3. Floodplain Authorization
4. Street Use License Agreement
5. Slide Presentation -- 3-2-2026 Final

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 AN EXTENDED TERM STREET USE LICENSE (10 YEAR TERM) WITH EA ENGINEERING FOR INSTALLATION OF THREE (3) MONITORING WELLS NEAR THE INTERSECTION OF NORTH 10TH STREET AND NORTH PIONEER DRIVE.

WHEREAS the applicant has submitted an Extended Term Street Use License application to install three (3) additional monitoring wells within the City's right-of-way to determine groundwater impact; 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 (10 year term) with EA Engineering for three monitoring wells within the City's right-of-way near the intersection of North 10th Street and North Pioneer Drive .

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

ADOPTED this 12th day of March, 2026.

ATTEST:

Shawna Atkinson, City Secretary

ATTEST:

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



STREET USE LICENSE AGREEMENT
EXTENDED TERM

APPLICATION

Applicant: EA Engineering Phone: 330-458-5689
Address: 320 Gold Ave, SW Sct 1300, Albuquerque, New Mexico 87102 Email: kschlea@eaest.com
Agent: Sarahma Schlea Phone: 330-458-5689

Description of Public Right-of-Way to be used: Side walk, grassy area near NW corner of fire house.

Owner of adjacent property: City of Abilene; Dollar General

Proposed use of public right-of-way: drilling to install extended-use of 4 monitoring wells for the delineation and monitoring of potential ground water contamination; 3 wells on city property (MW-5, MW-6 & MW-7)

Reasons for the request: will be drilling for 2-3 days within potentially high-traffic city ROW's in order to further delineate & monitor ground water contamination

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]
Signature of Applicant or Agent

4/16/2020
Date

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

FLOODPLAIN/FLOODWAY DEVELOPMENT PERMIT/APPLICATION

Application No. _____

Date: 2/27/2026

TO THE ADMINISTRATOR: The undersigned hereby makes application for a permit to develop in a floodplain. The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be in accordance with the requirements of the Land Development Code and with all other applicable county/city ordinances, federal programs, and the laws and regulations of the State of Texas.

Aaron Pachlhofer 2/27/26
Owner or Agent Date
Suite 100
2301 Eagle Parkway, Fort Worth, TX 76177
Address
682-882-5114
Phone

Sarahmay Schlee 2/27/26
Builder Date
320 Gold Ave SW Suite 1300, Albuquerque, NM 87102
Address
330-958-5689
Phone

SITE DATA

- Legal Description: West Freeway Estates Rep, Block 6 Lots 104-106 / Lee Park Sub, Block A, Lot 1
Street Address 4409 N 10th St + 1317 N Pioneer Drive (park)
- Type of Development: Filling _____ Grading _____ Excavation _____ Minimum Improvement _____
Routine Maintenance _____ Substantial Improvement _____ New Construction _____ Other X
- Description of Development: Installation of monitoring wells
- Premises: Structure Size 45 (60) ft. By 95 (80) ft. Area of Site 25,000 (270,000) sq. ft.
Principal Use abandoned gas station / park Accessory Uses (storage, parking, etc.) parking, sidewalk
- Value of Improvement (fair market) \$ ~40,000 Pre-Improvement/Assessed Value of Structure 197,894 \$ 139,846
- Property Located in a Designated FLOODWAY? Yes _____ No X

IF ANSWERED YES, CERTIFICATION MUST BE PROVIDED PRIOR TO THE ISSUANCE OF A PERMIT TO DEVELOP, THAT THE PROPOSED DEVELOPMENT WILL RESULT IN NO INCREASE IN THE BASE (100-YEAR) FLOODWAY ELEVATIONS.

- Property Located in a Designated Floodplain FRINGE? Yes X No _____
- Elevation of the 100-Year Flood (ID source) 1707 @ 1710 - zone AO; 1ft deep NGVD/NAVD
- Elevation of the Proposed Development Site 1707 + 1708 (flush mounted vaults) NGVD/NAVD
- Local Ordinance Elevation/Floodproofing Requirement 1709 (based on curb around building) NGVD/NAVD
- Other Floodplain Elevation Information (ID and describe source) NA

- Other Permits Required? Corps of Engineer 404 Permit: Yes _____ No X Provided _____
State Department of Natural Resources 401 Permit: Yes _____ No X Provided _____
Environmental Protection Agency NPDES Permit: Yes _____ No X Provided _____

All Provisions of Ordinance Number 3.2.11.51.DC the "Floodplain Management Ordinance", shall be in Compliance.

PERMIT APPROVAL/DENIAL

Plans and Specifications Approved/Denied this 27 Day of February, 20 26
Aaron Pachlhofer _____
Signature of Developer/Owner

Aaron Pachlhofer, Environmental Manager
Print Name and Title
Michael Miller, CFM - Floodplain Administrator _____
Authorizing Official
Print Name and Title

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT FLOOR) OF ANY NEW OR SUBSTANTIALLY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED _____ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION. IF THE PROPOSED DEVELOPMENT IS A NON-RESIDENTIAL BUILDING, THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT) OF A NEW OR SUBSTANTIALLY IMPROVED NON-RESIDENTIAL BUILDING WILL BE ELEVATED OR FLOODPROOFED _____ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION.

THIS PERMIT IS USED WITH THE CONDITION THAT THE DEVELOPER/OWNER WILL PROVIDE CERTIFICATION BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR OF THE "AS-BUILT" LOWEST FLOOR (INCLUDING BASEMENT) ELEVATION OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING COVERED BY THIS PERMIT.

*The flood proofing requirement was waived by the Board of Adjustments.

(CITY OF ABILENE)
November 9, 2011

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 EA ENGINEERING, 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:

Install three (3) additional groundwater monitoring wells for the property located in City rights-of-way near intersection of North 10th Street and North Pioneer 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 three (3) additional groundwater monitoring wells for the delineation and monitoring of potential groundwater contamination.

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 \$500,000 ----- Per Occurrence for Bodily Injury, and
a) Premises/Operations Coverage	\$100,000 ----- Per Occurrence for
a) Contractual Liability Coverage	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 10 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

City Manager

ATTEST:

City Secretary

APPROVED:

City Attorney

NAME OF LICENSEE:

EA ENGINEERING

By: _____

Signature

Sarahmay Schla, PG

Printed Name and Title

1300

Business Address: 320 GOLD AVE SW, STE 4300

ALBUQUERQUE, NEW MEXICO 87102

EXHIBIT "A"
STREET USE LICENSE AGREEMENT
WITH

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. The Licensee will follow all requirements of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for all work in the public right-of-way.
9. The City is not liable for any damages to the permitted facilities that may occur in the course of work within the public right-of-way.

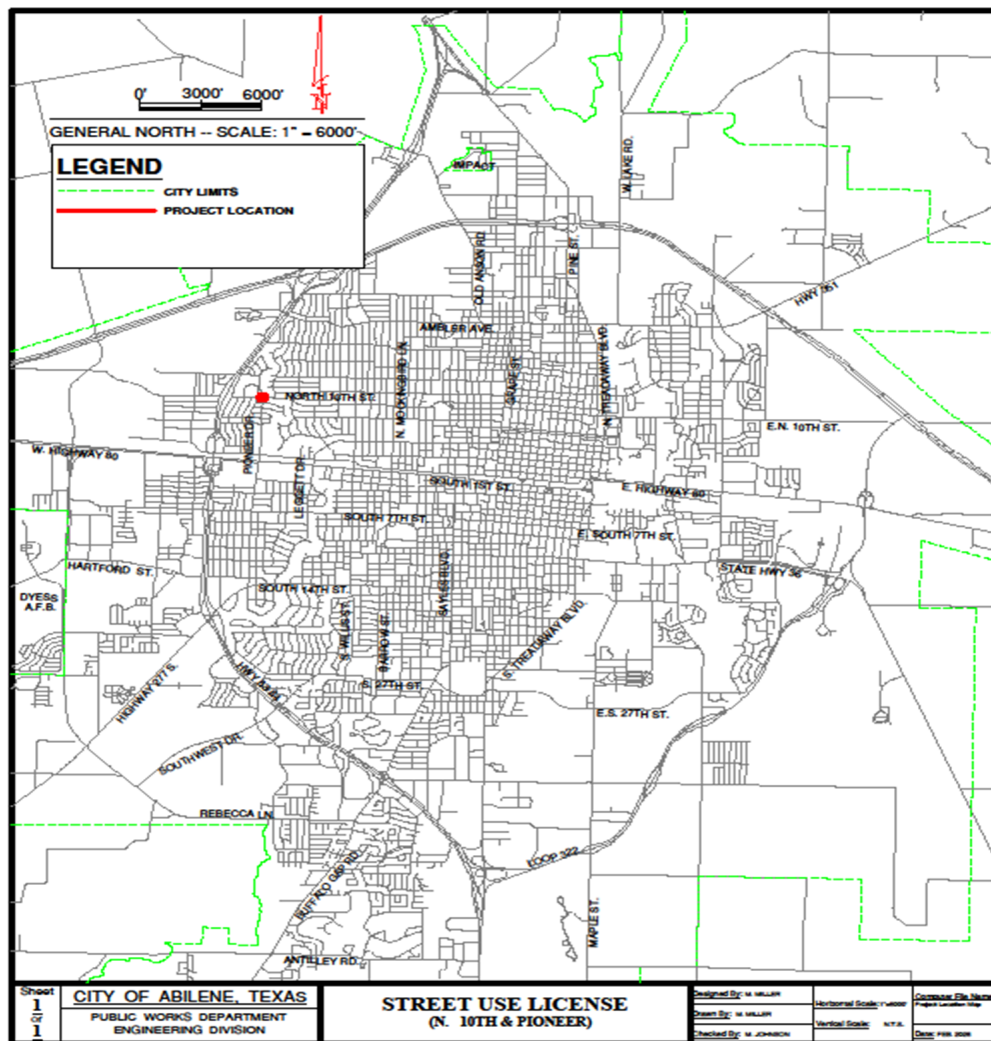
**Approval of Street Use License (10 Year Term)
for Three (3) Monitor Wells located in City's
Rights-of-Way Near Intersection of North 10th
Street and North Pioneer Drive**

(Jeff Duebner)





Extended Street Use License – in Rights-of-Way Near North 10th Street and North Pioneer Drive

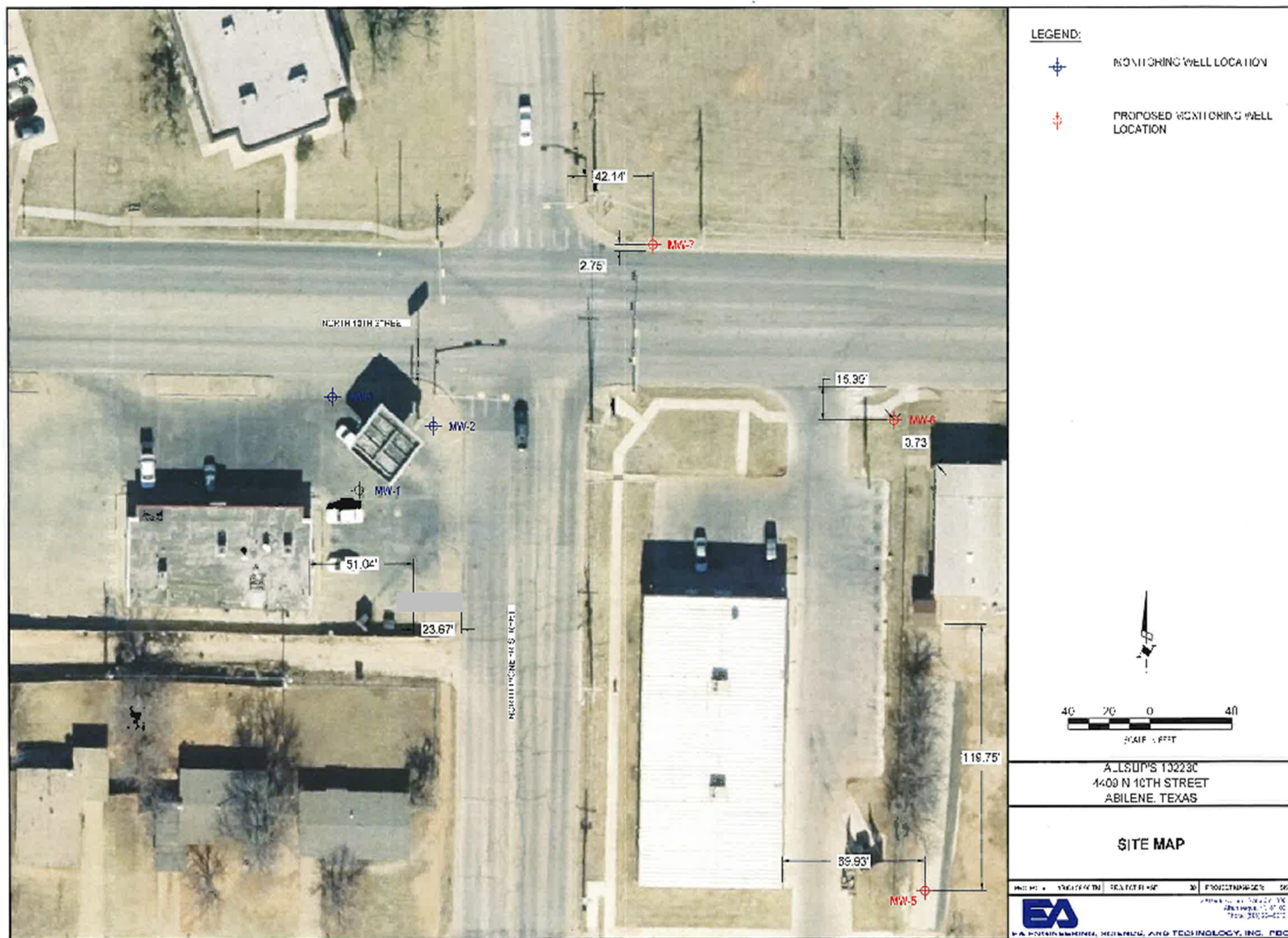


Location Map





Extended Street Use License – in Rights-of-Way Near North 10th Street and North Pioneer Drive



Site Map





Extended Street Use License – in Rights-of-Way Near North 10th Street and North Pioneer Drive

- EA Engineering submitted an application for a Street Use License Extended Term to install three (3) additional monitoring wells in rights-of-way near intersection of North 10th Street and North Pioneer Drive
- Staff reviewed and found application to be complete
- Staff recommends approval of the Extended Term Street Use License





Questions?





**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: Emily Crawford, City Manager
FROM: Annette Lerma, Director
ITEM: 13. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with Dr. Gary Holland to Continue as the Health Authority/Medical Director for the Abilene-Taylor County Public Health District. *(Annette Lerma)*

GENERAL INFORMATION

Local Health Departments/Districts are required to appoint a Health Authority who holds the legal power to enforce public health and safety measures. Dr. Gary Holland has served a two-year term and both the district and Dr. Holland mutually consent to an extension of this contractual relationship.

FUNDING/FISCAL IMPACT

This contract is paid out of the public health administration budget which is funded by general fund dollars.

STAFF AND/OR BOARD RECOMMENDATION

Recommend approval

ATTACHMENTS:

1. Resolution_Health Authority Contract_3.12.26
2. City Council Presentation_G.Holland Contract_3.12.26

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING A CONTRACT FOR THE HEALTH AUTHORITY AND MEDICAL
DIRECTOR FOR THE ABILENE-TAYLOR COUNTY PUBLIC HEALTH DISTRICT.**

WHEREAS, the Local Public Health Reorganization Act, Chapter 121, Texas Health and Safety Code provides that a governing body of a municipality or the commissioner's court of a county may enforce any law that is reasonably necessary to protect the public health; and

WHEREAS, the City of Abilene, Texas and Taylor County, Texas, have created the Abilene-Taylor County Public Health District to provide public health services in this region; and

WHEREAS, a Health Authority is a physician appointed under the terms of the Local Public Health Reorganization Act to administer state and local laws relating to public health within the appointing body's jurisdiction; and

WHEREAS, a Health Authority must be a competent physician with a reputable professional standing who is legally qualified to practice medicine in the state of Texas, and be a resident of the state of Texas, and

WHEREAS, the Health Authority shall serve a term of two years and may be appointed to successive terms; and

WHEREAS, Dr. Gary Holland has served as the Health Authority and Medical Director of the Abilene-Taylor County Public Health District for the preceding two-year term and has agreed to continue to serve; and

WHEREAS, Dr. Gary Holland meets the qualifications to continue to serve as the Health Authority and Medical Director of the Abilene-Taylor County Public Health District.

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

PART 1. That the contract with Dr. Gary Holland is approved and he will continue to serve as the Health Authority for the region covered by the Abilene-Taylor County Public Health District, and shall serve another term of two years.

PART 2. That this Resolution shall be effective immediately upon adoption.

ADOPTED This 12th day of March, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Resolution to Approve a Contract with Dr. Gary Holland

Thursday, March 12, 2026





Health Authorities in Texas

- Required under Health and Safety Code Chapter 121, Subchapter B, Sections 121.021-121.025
- “Must be a competent physician with a reputable professional standing legally qualified to practice medicine in Texas”
- Must be a Texas resident





Duties

- Establish, and enforce quarantine orders
- Aid in disease prevention, quarantine inspections, sanitation issues and general population health for local jurisdiction
- Oversee reporting of infectious diseases to state authorities
- Serve as medical director for the health district and act as overseeing physician for mid-level practitioners (nurse practitioners and physician assistants)
- Aid local jurisdictions in carrying out public health required rules and ordinances.





Contract Details

- Two-year term: March 12, 2026 – March 11, 2028
 - \$8334/month
 - Professional liability insurance naming the City of Abilene as an additional insured
 - 30 day termination in writing by either party
 - 5 day termination in writing with cause
 - Scope of Work details responsibilities of the role
- *Has functioned in the role for two years and is doing an excellent job





Questions?





**CITY COUNCIL
MEMORANDUM
3/12/2026**

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

ITEM: 14. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending the FY26 Fee Schedule for Cypress Plaza and Recreation Centers (Lesli Andrews)

GENERAL INFORMATION

The City of Abilene has received private funds to develop a pedestrian plaza located on Cypress Street between North 1st and North 2nd streets. The plaza will have two pavilions, two lawns, one water feature, landscaping and lighting. The pavilions will compliment the appearance of nearby downtown buildings. The plaza will be open to the public unless reserved for a special event. Cypress Plaza is a new facility coming online for the public in May 2026. Therefore, it will require new fees. One pavilion and adjacent lawn or both the pavilions and adjacent lawns will be available to rent. Electrical fees and vending fees may also apply.

The Abilene Voters approved the issuance of \$28,000,000 in General Obligation Bonds for improvements to City recreation centers on November 7, 2023. Cesar Chavez and G.V. Daniels recreation centers will be celebrating the Grand Opening on April 22, 2026. The old recreation centers were closed in 2024 and the fees were removed from the fee schedule. The new recreation centers will have a lot more to offer and require a new fee structure. We are planning on having individual room rentals or facility-wide room rentals. Each facility will provide a variety of accommodations. There will be programming and classes at the centers provided by recreation staff, library staff, and outside contractors. Fees will be set per class or program.

All of these facilities are new to the FY26 Fee Schedule and, therefore, require City Council approval to add new fees to this fiscal year.

The plan is to start accepting reservations immediately with the first date of availability starting June 1, 2026. Locations will be available for reservations up to a year in advance through the Special Events Office and the Parks and Recreation Administration Office.

FUNDING/FISCAL IMPACT

Cypress Plaza fees will be potential revenue for the Parks Division and Recreation fees will be potential revenue for the Recreation Division.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval of the fees.

ATTACHMENTS:

1. 26_3 Ordinance-Fee Schedule Addition Cypress Plaza and Rec Centers
2. Exhibit A Cypress Plaza and Rec Center FY26 Fee Schedule
3. 26_3_12 Presentation FY26 Fee Schedule Addition

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 63-2025 AND ADOPTING FEES AND CHARGES FOR CYPRESS PLAZA AND RECREATION CENTERS, FOR THE CITY OF ABILENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Council adopted Ordinance 63-2025 ("Fee Ordinance") on August 14, 2025 setting fees and charges commencing on October 1, 2025; and,

WHEREAS, it was contemplated that this Fee Ordinance would require amendment from time to time to modify and update fees and charges; and,

WHEREAS, the City of Abilene desires to add fees for Cypress Plaza and the Recreation Centers; now, therefore,

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

PART 1: That the Schedule of Fees and Charges for the City of Abilene, Texas is amended as set out in Exhibit "A", attached and made a part of this ordinance for all purposes.

PART 2: That all ordinance and parts of ordinance, resolutions, and parts of resolutions in conflict herewith are repealed.

PART 3: That this Schedule of Fees and Charges for the City of Abilene, Texas shall be kept on file in the City Secretary's office.

PART 4: That the effective date of this section shall be the first billing cycle in April, A.D., 2026.

PASSED ON FIRST READING on the 12th day of March, A.D. 2026.

After passage on first reading, a notice of the time and place 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. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such an opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the
26th day of March A.D. 2026.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

<u>Fee/Permit Item/Cost</u>	<u>Current</u>	<u>Proposed if Changing</u>
PARKS AND RECREATION		
Recreation Center: All fees payable at the time the reservation is made. Admin/ User Fee: \$5.00		
Activity Room		Change Admin Fee \$10.00
		Add \$150/hr (Business Hours)
		Add \$200/hr (Weekend/Weekday Evening)
		Add \$275/hr (Outside Business Hours)
Classroom A & B Rental		
		Add \$200/hr (Business Hours)
		Add \$275/hr (Weekend/Weekday Evening)
		Add \$350/hr (Outside Business Hours)
Classroom A or B Rental		
		Add \$100/hr (Business Hours)
		Add \$150/hr (Weekend/Weekday Evening)
		Add \$225/hr (Outside Business Hours)
Game Room		
		Add \$300/hr (Business Hours)
		Add \$500/hr (Weekend/Weekday Evening)
		Add \$575/hr (Outside Business Hours)
Game Room Multiplayer (POD = 2 PC's or 1 Console)		
		Add \$35/hr (Business Hours)
		Add \$75/hr (Weekend/Weekday Evening)
Gym		
		Add \$250/hr (Business Hours)
		Add \$425/hr (Weekend/Weekday Evening)
		Add \$500/hr (Outside Business Hours)
Gym (Half)		
		Add \$175/hr (Business Hours)
		Add \$225/hr (Weekend/Weekday Evening)
		No Rental (Outside Business Hours)
Multipurpose Room		
		Add \$250/hr (Business Hours)
		Add \$325/hr (Weekend/Weekday Evening)
		Add \$400/hr (Outside Business Hours)
Recreation Center (Activity Room, Classroom A & B, Full Gym, Multipurpose Room, Kitchen, Does NOT Include Fitness Room)		Add \$2,000/hr
Additional Sports Equipment		Add \$75/event
Audio Visual		Add \$50/event
Damage Deposit (Redundable)		
		Add \$100 (Business Hours)
		Add \$200 (Outside Business Hours)
		Add \$500 (Large Group, Alcohol, Specialized Equipment)
Kitchen Use		Add \$250/event
Additional Staff Fee		Add \$30 /hr/staff
Programming Fee		Add <=\$125
SPECIAL EVENT AND STREET USE LICENSE		
Special Event Application fee	\$100.00	
Single Day Local: no control over the street; pre-approved route; not in Downtown Area	\$25.00	
Single Day: less than 10 hours in duration; requiring control of local/minor streets; in Downtown Area	\$50.00	
Multiday: multiple day event or major impact; requiring control streets; in Downtown Area	\$100.00	
Downtown Parades: closed streets, approved route in the Downtown Area	\$200.00	
Outside of Downtown Street Use License: any other private use upon any public street, alley, sidewalk, or public way	\$100.00	
Fireworks/Pyrotechnics/Specialized Equipment	\$300.00	
Street Sweeping	\$225.00	
Pipeline Payment Street Use License: pipelines, gas, oil, or other hydrocarbons	Per rod price as negotiated	
Cypress Plaza		
Single Pavilion Rental		
		Add \$250/half day
		Add \$500/full day
North & South Pavilion Rental		Add \$750/full day
Damage Deposit (Refundable)		Add \$100
Administrative Fee		Add \$10
Power Access		Add \$25/per pavilion/per pole
Extended Power Access (over 6 hours per unit)		Add \$40

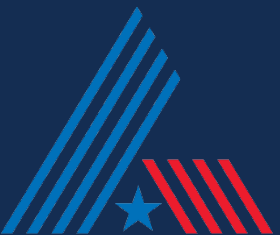
Proposed Additions to FY26 Fee Schedule



Cypress Plaza Proposed Fees

Proposed Fees:

- One Pavilion Rental Half Day
(8:00 AM – 3:00 PM or 4:00 PM – 11:59 PM)
\$250
- One Pavilion Rental Full Day
(8:00 AM – 11:59 PM)
\$500
- Pavilion North & South Rental + Green Space
Full Day (8:00 AM – 11:59 PM)
\$750
- Damage Deposit \$100
- Administrative Fee \$10
- Power Access \$25 per pavilion/per pole
- Extended Power Access
(over 6 hours per unit)
\$40



Recreation Center Proposed Fees

- Proposed Fees:

Activity Room

\$150/hr (Business Hours)
\$200/hr (Weekend/Weekday Evening)
\$275/hr (Outside Business Hours)

Classroom A & B Rental

\$200/hr (Business Hours)
\$275/hr (Weekend/Weekday Evening)
\$350/hr (Outside Business Hours)

Classroom A or B Rental

\$100/hr (Business Hours)
\$150/hr (Weekend/Weekday Evening)
\$225/hr (Outside Business Hours)

Game Room

\$300/hr (Business Hours)
\$500/hr (Weekend/Weekday Evening)
\$575/hr (Outside Business Hours)

Game Room Multiplayer (POD = 2 PC's or 1 Console)

\$35/hr (Business Hours)
\$75/hr (Weekend/Weekday Evening)
No Rental (Outside Business Hours)

Gym

\$250/hr (Business Hours)
\$425/hr (Weekend/Weekday Evening)
\$500/hr (Outside Business Hours)

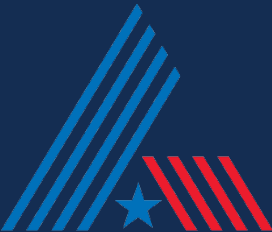
Gym (Half)

\$175/hr (Business Hours)
\$225/hr (Weekend/Weekday Evening)
No Rental (Outside Business Hours)

Multipurpose Room

\$250/hr (Business Hours)
\$325/hr (Weekend/Weekday Evening)
\$400/hr (Outside Business Hours)

Recreation Center (Full Gym, Activity Room, Classroom A & B,
Multipurpose Room, Kitchen, Does NOT Include Fitness Room)
\$2,000/hr



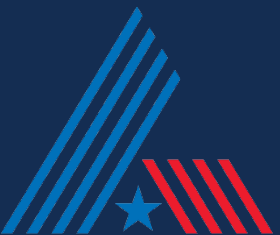
Recreation Center Proposed Fees

Proposed Fees:

- Additional Sports Equipment
\$75/event
- Administrative Fee
\$10
- Audio Visual
\$50/event
- Bounce House Permit (Outside Only)
\$35/event
- Damage Deposit (Refundable)
\$100 (Business Hours)
\$200 (Outside Business Hours)
\$500 (Large Group, Alcohol, Specialized Equipment)
- Kitchen Use (w/ Multipurpose Room Rental Only)
\$250/event
- Player Use Fee (Paid Annually)
\$25/player
- Additional Staff Fee
\$30/hr/staff
- Programming Fee
≤\$125



Parkhill



Opening & Reservations

Recreation Center Ribbon Cutting & Grand Opening

- April 22, 2026

Cypress Plaza & Cypress Street Ribbon Cutting

- May 2026

The plan is to start accepting reservations immediately with the first date of availability starting June 1, 2026. The locations will be available to be booked up to a year in advance through the Special Events Office and Parks and Recreation Administration Office.



Parkhill





**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **15. Ordinance (Final Reading) CUP-2026-02: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Apply a Conditional Use Permit to a Property to Allow a Recreation Vehicle Park in Agricultural Open (AO) and General Commercial (GC) Zoning. Located at 309 Arnold Boulevard. (Tim Littlejohn)**

GENERAL INFORMATION

The subject property was annexed into the City limits in 1956. The applicant is currently proposing 88 RV units on improved pads with full utility hookups. The Plan of Operation states that the RV park will provide a high-quality, safe, and well-managed experience for guests.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends **approval** of the Conditional Use Permit, subject to the concept plan and the plan of operation.

ATTACHMENTS:

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

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY 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 26th 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 12th day of March, 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 March, 2026.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to allow Recreational Vehicles in Agricultural Open (AO) Zoning.

Legal description as follows:

BEING 83.84 ACRES OF LAND OUT OF B.S. & F. SURVEY NO. 1, ABSTRACT NO. 31 AND B.S. & F. SURVEY NO. 2 ABSTRACT NO. 528 AND 585, TAYLOR COUNTY, TEXAS, SAID 83.84 ACRES BEING PART OF TRACT 8 AND ALL OF TRACTS 24, 33, AND 73, 2021-02913, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS (O.P.R.T.C.T.), SAID 83.84 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/8" REBAR W/ GEOTEX CAP SET ON THE NORTH LINE OF SOUTH 7TH STREET (80' R.O.W. 771/436 D.R.) AT THE WESTERLY SOUTHEAST OF SAID TRACT 8, SAID TRACT 8 BEING A CALLED 35.889 ACRE TRACT OF RECORD IN VOLUME 2478, PAGE 31, O.P.R.C.T.C.T., AND BEING AT THE INTERSECTION OF THE WEST LINE OF DEL MAR ADDITION (2/49-D P.R.) AND THE NORTH LINE OF SAID SOUTH 7TH STREET, FOR THE WESTERLY SOUTHEAST CORNER OF THIS TRACT, WHENCE THE SOUTHEAST CORNER OF SAID SURVEY NO. 2 IS RECORDED TO BEAR (2478/31) SOUTH 201.7 FEET;

THENCE N88°28'01"W 1034.63 FEET, WITH THE NORTH LINE OF SAID SOUTH 7TH STREET AND THE MOST SOUTHERLY LINE OF SAID 35.889 ACRE TRACT, TO A RECOVERED 1/2" REBAR AT THE SOUTHEAST CORNER OF TRINITY CHAPEL ADDITION, OF RECORD IN CABINET 3, SLIDE 180, PLAT RECORDS, TAYLOR COUNTY, TEXAS (P.R.T.C.T.), FOR THE MOST EASTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE N01°10'57"E 300.20 FEET, TO A 3/8" REBAR W/ GEOTEX CAP SET AT THE NORHTEAST CORNER OF SAID TRINITY CHAPEL ADDITION, FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N88°32'23"W 419.76 FEET, TO A RECOVERED 1/2" REBAR ON THE WEST LINE OF SAID 35.889 ACRE TRACT AT THE NORTHWEST CORNER OF SAID TRINITY CHAPEL ADDITION AND BEING ON THE EAST LINE OF CONTINUATION NO. 1, LEMOND ADDITION, OF RECORD IN CABINET 2, SLIDE 280-B, P.R.T.C.T., FOR A SOUTHWEST CORNER OF THIS TRACT;

THENCE N01°12'47"E 466.89 FEET, WITH THE WEST LINE OF SAID 35.889 ACRE TRACT AND THE EAST LINE OF SAID CONTINUATION NO. 1, LEMOND ADDITION, TO A RECOVERED 1/2" REBAR AT THE SOUTHEAST CORNER OF SAID TRACT 24, A CALLED 7.6 ACRE TRACT OF RECORD IN VOLUME 2774, PAGE 448, O.P.R.T.C.T., FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N88°43'47" W, WITH THE SOUTH LINE OF SAID 7.6 ACRE TRACT, AT A DISTANCE OF 199.89 FEET, PASS A RECOVERED 1/2" REBAR AT THE NORTH CORNER OF LEMOND SUBDIVISION, OF RECORD IN CABINET 2, SLIDE 174-C, P.R.T.C.T. AND CONTINUE ON SAME COURSE WITH THE SOUTH LINE OF 7.6 ACRE TRACT, THE NORTH LINE OF SAID LEMOND SUBDIVISION AND THE NORHT LINE OF BARKER SUBDIVISION, OF RECORD IN CABINET 2, SLIDE 273-B P.R.T.C.T., FOR A TOTAL DISTANCE IN ALL OF 1023.21 FEET, TO A 3/8" REBAR W/ GEOTEX CAP SET ON THE EAST LINE OF WESTERN HILLS ADDITION, BLOCK 1, OF RECORD IN CABINET 4, SLIDE 544, P.R.T.C.T. AT THE SOUTHWEST CORNER OF SAID 7.6 ACRE TRACT, FOR A SOUTHWEST CORNER OF THIS TRACT;

THENCE N00°46'06"E 922.94 FEET, WITH THE WEST LINE OF SAID 7.6 ACRE TRACT, THE WEST LINE OF SAID TRACT 73, A CALLED 25.72 ACRE TRACT DESIGNATED TRACT 2 DESCRIBED IN

VOLUME 2502, PAGE 154, O.P.R.T.C.T AND THE EAST LINE OF SAID BLOCK 1, TO A CROSS TIE CORNER POST AT AN INTERIOR CORNER OF SAID 25.72 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 1, SAID WESTERN HILLS ADDITION, FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N88°18'28"W 190.99 FEET, WITH A SOUTH LINE OF SAID TRACT 73 AND THE NORTH LINE OF SAID LOT 1, TO A 3/8" REBAR W/ GEOTEX CAP SET ON THE EAST LINE OF SAID ARNOLD BOULEVARD AT THE NORTHERLY SOUTHWEST CORNER OF SAID 25.72 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, FOR THE MOST NORTHERLY SOUTHWEST CORNER OF THIS TRACT, WHENCE A RECOVERED 3/8" REBAR BEARS N83°E 1.6 FEET;

THENCE N01°27'10"E 421.34 FEET, WITH THE EAST LINE OF SAID ARNOLD BOULEVARD AND THE MOST WESTERLY LINE OF SAID 25.72 ACRE TRACT, TO A RECOVERED 3/8" REBAR AT THE NORTHWEST CORNER OF SAID 25.72 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN TRACT DESIGNATED TRACT THREE, PARCEL TWO, OF RECORD IN DOCUMENT NO. 2011-11554, O.P.R.T.C.T., FOR THE EXTREME NORTHWEST CORNER OF THIS TRACT;

THENCE S88°36'04"E 190.77 FEET, WITH THE MOST NORTHERLY LINE OF SAID 25.72 ACRE TRACT AND THE SOUTH LINE OF SAID TRACT THREE, PARCEL TWO, TO A RECOVERED 3/8" REBAR AT THE WESTERLY NORTHEAST CORNER OF SAID 25.72 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID TRACT THREE, PARCEL TWO AND BEING ON THE WEST LINE OF THAT CERTAIN TRACT DESIGNATED TRACT THREE, PARCEL ONE, OF RECORD IN SAID DOCUMENT NO. 2011.11554, O.P.R.T.C.T., FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE S01°28'59"W 130.09 FEET, WITH THE EAST LINE OF SAID 25.72 ACRE TRACT AND THE WEST LINE OF SAID TRACT THREE, PARCEL ONE, TO A RECOVERED 3/8" REBAR AT AN INTERIOR CORNER OF SAID 25.72 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID TRACT THREE, PARCEL ONE, FOR AN INERIOR CORNER OF THIS TRACT;

THENCE S 88°25'59"E 989.22 FEET, WITH A NORTH LINE OF SAID 25.72 ACRE TRACT AND THE SOUTH LINE OF SAID TRACT THREE, PARCEL ONE, TO A RECOVERED 3/8" REBAR AT AN INTERIOR CORNER OF SAID 25.72 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID TRACT THREE, PARCEL ONE, FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N01°32'02"E 149.95 FEET, WITH A WEST LINE OF SAID 25.72 ACRE TRACT AND THE EAST LINE OF SAID TRACT THREE, PARCEL ONE, TO A RECOVERED 3/8" REBAR AT AN EXTERIOR CORNER OF SAID 25.72 ACRE TRACT AND THE NORTHEAST CORNER OF SAID TRACT THREE, PARCEL ONE AND BEING ON THE SOUTH LINE OF THAT CERTAIN TRACT DESIGNATED TRACT THREE, PARCEL THREE IN SAID DOCUMENT NO. 2011-11554, O.P.R.T.C.T., FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE S88°38'39"E, WITH A NORTH LINE OF SAID 25.72 ACRE TRACT AND THE SOUTH LINE OF SAID TRACT THREE, PARCEL THREE, AT A DISTANCE OF 120.37 FEET (RECORD CALL), PASS THE NORTHEAST CORNER OF SAID 25.72 ACRE TRACT AND THE NORTHWEST CORNER OF SAID TRACT 33, BEING A CALLED 17.54 ACRE TRACT OF RECORD IN VOLUME 2502, PAGE 154, O.P.R.T.C.T. AND CONTINUE ON SAME COURSE WITH THE NORTH LINE OF SAID 17.54 ACRE TRACT AND PART OF THE WAY WITH THE SOUTH LINE OF ROY HERRING SUBDIVISION, OF RECORD IN CABINET 2, SLIDE 24-A&B, P.R.T.C.T., FOR A TOTAL DISTANCE IN ALL OF 872.56 FEET, TO A RECOVERED 1/2" REBAR ON THE WEST LINE OF CONTINUATION NO. 1, HERRING SUBDIVISION, OF RECORD IN CABINET 2, SLIDE 287-B, P.R.T.C.T., BEING THE NORTHEAST CORNER OF SAID 17.5 ACRE TRACT, FOR THE EXTREME NORTHEAST CORNER OF THIS TRACT;

ORDINANCE NO. _____

THENCE S00°40'44"W, WITH THE EAST LINE OF SAID 17.54 ACRE TRACT AND THE WEST LINE OF SAID CONTINUATION NO. 1, HERRING SUBDIVISION, AT A DISTANCE OF 391.91 FEET, PASS THE SOUTHWEST CORNER OF SAID CONTINUATION NO. 1, HERRING SUBDIVISION AND THE SOUTHERLY NORTHWEST CORNER OF A CALLED 10.841 ACRE TRACT OF RECORD IN DOCUMENT NO. 2015-8635, O.P.R.T.C.T AND CONTINUE ON SAME COURSE WITH THE EAST LINE OF SAID 17.54 ACRE TRACT AND THE WEST LINE OF SAID 10.841 ACRE TRACT, FOR A TOTAL DISTANCE IN ALL OF 1038.15 FEET, TO A RECOVERED ½" REBAR ON THE NORTH LINE OF A CALLED 19.18 ACRE TRACT OF RECORD IN VOLUME 1868, PAGE 896, O.P.R.T.C.T., SAME BEING THE SOUTHEAST CORNER OF SAID 17.54 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID 10.841 ACRE TRACT, FOR THE NORTHERLY SOUTHEAST CORNER OF THIS TRACT, WHENCE A RECOVERED 1" IRON ROD AT THE SOUTHEAST CORNER OF SAID 10.841 ACRE TRACT BEARS S88°38'12"E 581.49 FEET;

THENCE N88°44'24"W 554.78 FEET, WITH THE NORTH LINE OF SAID 19.18 ACRE TRACT AND THE SOUTH LINE OF SAID 17.54 ACRE TRACT AND CROSSING LITTLE ELM CREEK (NOW LOCATED), TO A RECOVERED ½" REBAR ON THE WEST TOP BANK OF SAID LITTLE ELM CREEK AT THE WESTERLY NORTHEAST CORNER OF SAID 35.889 ACRE TRACT AND THE NORTHWEST CORNER OF SAID 19.18 ACRE TRACT, FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE IN A SOUTHEASTERLY DIRECTION GENERALLY ALONG THE SOUTHWEST, SOUTH AND WEST TOP BANK AND WITH THE COMMON LINE OF SAID 19.18 ACRE TRACT AND SAID 35.889 ACRE TRACT, THE FOLLOWING EIGHT (8) CALLS:

1. S52°32'08"E 192.50 FEET, TO A 3/8" REBAR W/ GEOTEX CAP SET FOR AN ANGLE CORNER OF THIS TRACT;
2. S55°05'40"E 331.46 FEET, TO A RECOVERED 3/8" REBAR, FOR AN ANGLE CORNER OF THIS TRACT;
3. S88°58'27"E 746.00 FEET, TO A 3/8" REBAR W/ GEOTEX CAP SET FOR AN ANGLE CORNER OF THIS TRACT;
4. S86°59'27"E 262.50 FEET, TO A 3/8" REBAR W/ GEOTEX CAP SET FOR AN ANGLE CORNER OF THIS TRACT;
5. S62°00'27"E 199.00 FEET, TO A 3/8" REBAR W/ GEOTEX CAP SET FOR AN ANGLE CORNER OF THIS TRACT;
6. S40°01'27"E 131.70 FEET, TO A 3/8" REBAR W/ GEOTEX CAP SET FOR AN ANGLE CORNER OF THIS TRACT;
7. S12°04'27"E 122.50 FEET, TO A 3/8" REBAR W/ GEOTEX CAP SET FOR AN ANGLE CORNER OF THIS TRACT;
8. S00°01'27"E 209.65 FEET, TO A 3/8" REBAR W/ GEOTEX CAP SET ON THE NORHT LINE OF SAID DEL MAR ADDITION AT THE EASTERLY SOUTHEAST CORNER OF SAID 35.889 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID 19.18 ACRE TRACT, FOR EASTERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE N88°27'56"W 568.49 FEET, WITH THE NORTH LINE OF SAID DEL MAR ADDITION AND THE NORTHERLY SOUTH LINE OF SAID 35.889 ACRE TRACT, TO A 3/8" REBAR W/ GEOTEX CAP SET AT THE NORTHWEST CORNER OF SAID DEL MAR ADDITION AT AN INTERIOR CORNER OF SAID 35.889 ACRE TRACT, FOR AN INTERIOR CORNER OF THIS TRACT, WHENCE A RECOVERED 3/8" REBAR BEARS S75°W 2.3 FEET;

THENCE S01°32'04"W 279.92 FEET, WITH THE EASTERLY WEST LINE OF SAID 35.889 ACRE TRACT AND THE WEST LINE OF SAID DEL MAR ADDITION, TO THE PLACE OF BEGINNING AND CONTAINING 83.84 ACRES OF LAND.

Located at 309 Arnold Blvd.

ORDINANCE NO. _____

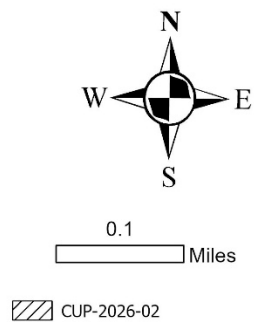
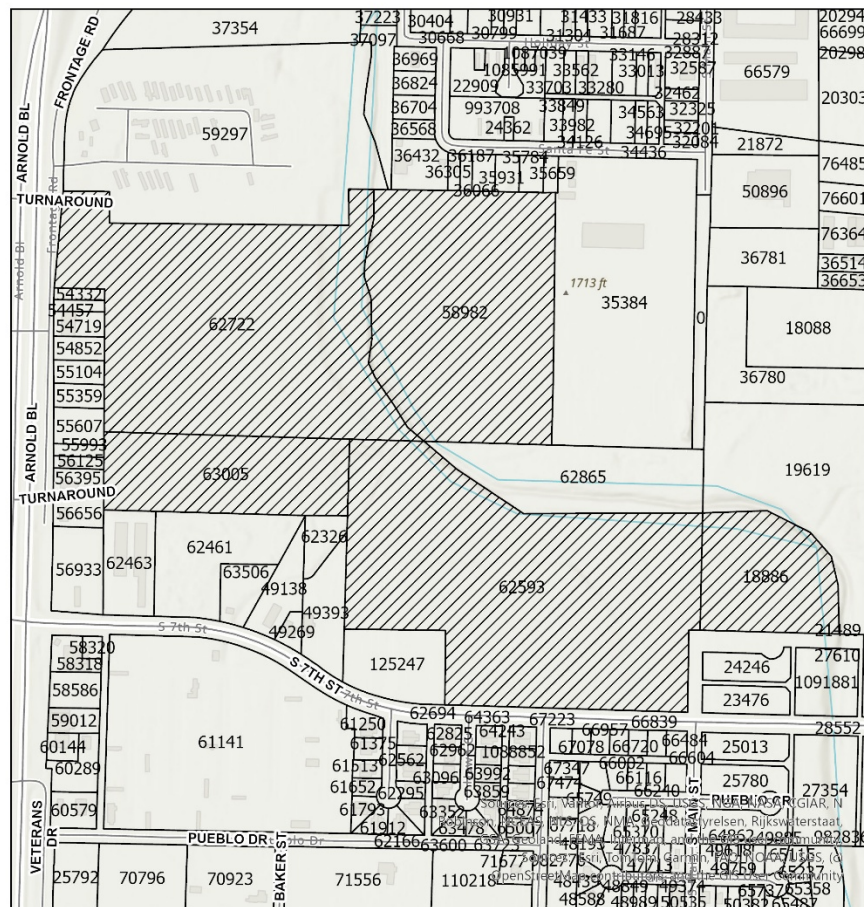


EXHIBIT B

Creekside Trails - RV Resort & Campgrounds



Concept Plan

EXHIBIT C

Plan of Operation: Creekside Trails RV Resort & Campgrounds

I. Introduction

This document outlines the Plan of Operation for Creekside Trails RV Resort and Campgrounds, located at 309 Arnold Blvd, Abilene, TX. This plan addresses the requirements for a Conditional Use Permit (CUP) and details the operational procedures to ensure a safe, enjoyable, and well-managed environment for all guests and the surrounding community.

II. Property Description

The Creekside Trails Community is situated at 309 Arnold Blvd. Abilene, TX on approximately 33.32 acres. The property is designed to accommodate various sizes of recreational vehicles and offers a range of amenities for guests.

III. Operational Details

A. Hours of Operation

- a. Office Hours: Monday – Friday 9:00AM – 5:00PM, Saturday 9:00AM to 12:00PM
- b. Check-in: 2:00 PM
- c. Check-out: 11:00AM
- d. Quiet Hours: 10:00PM – 7:00AM daily. During quiet hours, excessive noise, loud music, and disruptive activities are prohibited.

B. Access and Security

- a. Gated Access: The RV retreat will have controlled access to ensure guest safety and security.
- b. On-site Management: A manager will be on-site during operational hours and available for emergencies after hours.
- c. Surveillance: Security cameras will be strategically placed throughout the property to monitor common areas and entrances.
- d. Fencing: The property will be fenced with a combination of field fence and privacy landscaping, to include privacy fencing when required
- e. Roads: The property will feature paved roadways.

C. Site Management

- a. RV Site Assignments: Guests will be assigned specific RV sites upon check-in. Limit 8 people per site unless approved by management.
- b. Site Maintenance: All RV sites will be regularly inspected and maintained to ensure cleanliness and functionality
- c. Utility Connections: Each RV site will be equipped with standard utility connections (electric, water, sewer) as per industry standards.
- d. Pets: Maximum of two pets per site unless approved by management.

D. Guest Services

- a. Registration: All guests are required to register at the office upon arrival and provide necessary identification and vehicle information.
- b. Rules and Regulations: A comprehensive list of rules and regulations will be provided to guests upon check-in and prominently displayed.
- c. Emergency Contact: Harassment or mistreatment of our staff, guests or neighbors will not be tolerated under any circumstances.

IV. Amenities

Creekside Trails will offer a variety of amenities for guests, including but not limited to:

- Office, Restroom and Shower Facilities
- Laundry Facilities
- Pet-Friendly Areas
- Recreational Areas (e.g., picnic tables, open green spaces)
- Food Gardens
- Wi-Fi Access

- Pool (future)
- Tennis courts 2 (future)
- Cabins (future)
- Clubhouse (future)
- Walking Trail
- Pond
- Soccer Field
- Football Field
- Large lots (6000sqft+)

V. Maintenance and Upkeep

A. Grounds Maintenance

- a. Landscaping: Regular landscaping and grounds maintenance will be performed to ensure an aesthetically pleasing and safe environment. This includes mowing, trimming, and removal of debris. Landscaping will be added on frontage road in accordance with the city of Abilene and landscape will be added around the pond, and other amenities as needed.
- b. Pest Control: A regular pest control program will be implemented to manage common pests.

B. Facilities Maintenance

- a. Daily Cleaning: Restrooms, showers, and common areas will be cleaned daily.
- b. Repairs: Timely repairs will be made to all facilities and infrastructure to ensure proper functioning and safety.

C. Waste Management

- a. Trash Receptacles: Sufficient and clearly marked trash receptacles will be available throughout the property.
- b. Regular Collection: Trash will be collected regularly to prevent overflow and maintain cleanliness.
- c. Recycling: Opportunities for recycling will be provided where feasible.
- d. Composting: Plans for collection and management of compostable food waste products will be made.

VI. Safety and Emergency Procedures

A. Fire Safety

- a. Fire Extinguishers: Fire extinguishers will be readily accessible in common areas and key facilities.
- b. Emergency Exits: Clearly marked emergency exits will be established and maintained
- c. Fire Pit Regulations: Strict rules regarding the use of fire pits will be enforced, including designated areas and supervision.

B. Medical Emergencies

- a. First Aid: Basic first aid supplies will be available at the office.
- b. Emergency Services: In case of a serious medical emergency, guests will be instructed to call 911 immediately.

C. Severe Weather

- a. Warning System: A system for alerting guests to severe weather conditions will be in place.
- b. Shelter Information: Information on designated storm shelters or safe areas will be provided to guests.

VII. Environmental Considerations

A. Noise Control

- a. Quiet Hours Enforcement: Strict enforcement of quiet hours will be maintained to minimize noise disruption to guests and neighbors.

- b. Sound Barriers: Where necessary, natural or artificial sound barriers will be considered to mitigate noise.

B. Lighting

- a. Appropriate Illumination: Adequate lighting will be provided for safety and security, while minimizing light pollution to the surrounding area.
- b. Dark Sky Compliance: Efforts will be made to comply with dark sky initiatives where applicable.

C. Stormwater Management

- a. Drainage Systems: Proper drainage systems will be maintained to manage stormwater runoff effectively and prevent erosion or flooding.

VIII. Parking

- A. Designated Parking: Guests will be instructed to park their vehicles only in designated RV sites or overflow parking areas.
- B. Vehicle Speed Limits: A low speed limit will be enforced within the RV retreat to ensure pedestrian safety.

IX. Community Relations

Creekside Trails is committed to being a good neighbor and will:

- A. Address Concerns: Promptly address any concerns or complaints from local residents or authorities.
- B. Maintain Property: Keep the property clean, well-maintained, and visually appealing.
- C. Communicate: Maintain open communication with local authorities and the community.

X. Compliance

Creekside Trails will operate in full compliance with all applicable federal, state, and local laws, ordinances, and regulations, including those pertaining to zoning, health, safety, and environmental protection.

XI. Basic Park Layout

The campgrounds maximizes green spaces and will include 7 RV pads per acre. Reference concept plan for more details.

XII. Conclusion

This Plan of Operation demonstrates Creekside Trails' commitment to providing a high-quality, sage, and well-managed experience for its guests while being a responsible member of the Abilene community. We believe this plan addresses all necessary considerations for the Conditional Use Permit and look forward to contributing positively to the area.

END

ZONING CASE CUP-2026-02 STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: February 3, 2026
City Council 1st Read: February 26, 2026
City Council 2nd Read: March 12, 2026

Applicant

Owner: Tyler Wilson

Case Manager

Kera Valois – Planner

Request

A Conditional Use Permit to allow a Recreational Vehicle Park in Agricultural Open (AO) and General Commercial (GC) Zoning.

Location

The subject property is located at 309 Arnold Boulevard. Legal description being approximately 83.84 acres out of the B.S. & F. Survey No. 1, Abstract No. 31 and B.S. & F. Survey No. 2, Abstract No. 528 and 585, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City limits in 1956. The applicant is currently proposing 88 RV units on improved pads with full utility hookups. The Plan of Operation states that the RV park will provide a high-quality, safe, and well managed experience for guests.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	MH	Mobile Home Park
East	LI	AISD Transportation
South	MD/MF	Residence/Vacant Lot
West	MD	Mobile Home Park

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 of Agricultural Open (AO) and General Commercial (GC) 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 uses. All required improvements will be addressed during the platting and site plan process.

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.

5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.

Any roadway or traffic requirements will be addressed during the platting and site plan process.

6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.

The proposed use includes features to minimize adverse effects on surrounding properties. They will also be subject to all requirements in the Land Development Code which may include landscaping, buffering, screening, and fencing.

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

Staff recommends **approval** of the Conditional Use Permit, subject to the concept plan and the plan of operation.

Attachments

- Concept Plan
- Plan of Operation
- PowerPoint Presentation
- Metes & Bounds

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:

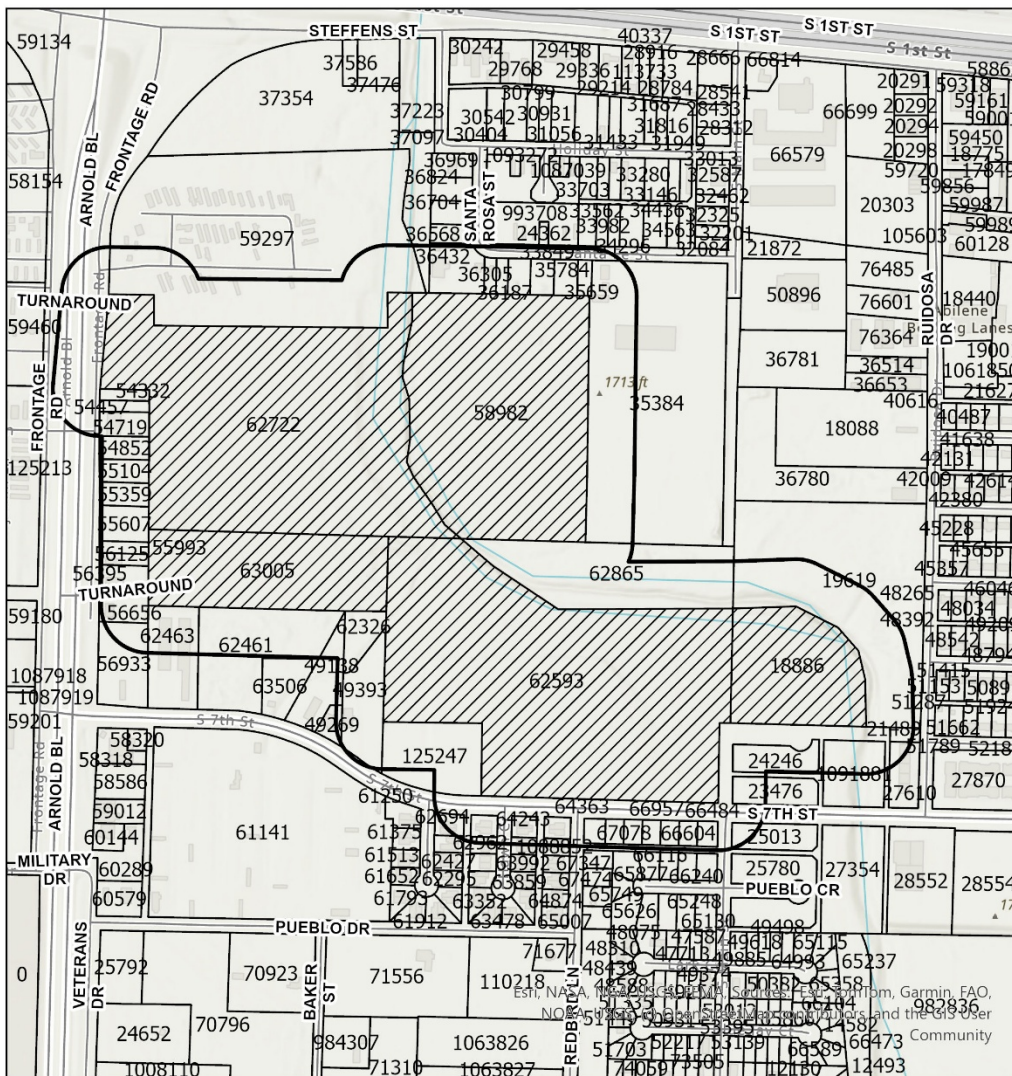
PROPERTY OWNER		Legend: O - Opposed, F - In Favor	
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
2018 SOUTHERN CROSS PTY LLC	64363	702 REDBIRD LN	
2018 SOUTHERN CROSS PTY LLC	64363	704 REDBIRD LN	
ABILENE HOSANNA KOREAN CHURCH	49393	6024 S 7 TH ST	
ABILENE INDEPENDENT SCHOOL DISTRICT	35784	6009 SANTA FE ST	
ABILENE INDEPENDENT SCHOOL DISTRICT	36066	6049 SANTA FE ST	
ABILENE INDEPENDENT SCHOOL DISTRICT	35384	5809 SANTA FE ST	

ABILENE INDEPENDENT SCHOOL DISTRICT	35384	258 S MAIN ST	
ABILENE INDEPENDENT SCHOOL DISTRICT	35384	5909 SANTA FE ST	
ABILENE INDEPENDENT SCHOOL DISTRICT	35931	6033 SANTA FE ST	
ADRIAN DAVID M & KATHERINE	64243	701 HAWN CR	
ADRIAN DAVID M & KATHERINE	64243	703 HAWN CR	
ARETE INTERESTS LLC	56395	541 ARNOLD BL	
ASSOC DISTRIBUTORS INC	35659	5817 SANTA FE ST	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 0	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 1	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 2	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 3	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 4	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 5	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 6	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 7	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 8	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 9	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 10	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 11	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 12	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 13	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 14	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 21	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 22	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 23	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 24	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 25	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 26	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 27	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 28	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 29	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 30	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 15	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 16	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 17	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 18	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 31	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 19	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 20	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 32	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 77	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 33	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 34	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 35	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 36	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 37	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 38	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 39	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 40	

BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 41	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 42	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 43	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 44	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 45	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 46	
BIG TREE MOBILE PARK LLC	59297	225 ARNOLD BL LOT 47	
BILL SMITH PROPERTIES INC	55993	517 ARNOLD BL	
CAR SHOP REV. LIVING TRUST	54332	409 ARNOLD BL	
CAR SHOP REV. LIVING TRUST	54457	425 ARNOLD BL	
CAR SHOP REV. LIVING TRUST	54719	441 ARNOLD BL	
CAR SHOP REV. LIVING TRUST	54852	449 ARNOLD BL	
CHURCH OF GOD OF PROPHECY	49138	6110 S 7 TH ST	
CHURCH OF GOD OF PROPHECY	49269	6102 S 7 TH ST	
CHURCH OF GOD OF PROPHECY	62326		
CITY OF ABILENE	1091881		
CITY OF ABILENE	37097	150 SANTA ROSA ST	
CITY OF ABILENE	19619	301 RUIDOSA DR	
CITY OF ABILENE	62865		
COKER LORRIE & TRAVIS	56933	6202 S 7 TH ST	
COUZINS JAMES JOSEPH	62962	712 HAWN CR	
COUZINS JAMES JOSEPH	62962	710 HAWN CR	
DAVALOS LEO	55104	457 ARNOLD BL	
DOLAN KENNETH	23476	5602 S 7 TH ST	
DOLAN KENNETH	24246	5641 LAGUNA DR	
ENGBERG WILLIAM DEREK	62825	702 HAWN CR	
ENGBERG WILLIAM DEREK	62825	704 HAWN CR	
G LAUGHLIN PARTNERS	62461	6126 S 7 TH ST	
G LAUGHLIN PARTNERS	62463	6150 S 7 TH ST	
GILX DEVELOPMENT INC	36305	6099 SANTA FE ST	
GILX DEVELOPMENT INC	36187	6057 SANTA FE ST	
GILX DEVELOPMENT INC	36432	6101 SANTA FE ST	
GILX DEVELOPMENT INC	36432	6109 SANTA FE ST	
GRASS MOUNTAIN HOLDINGS LLC	27610	662 RUIDOSA DR	
GRASS MOUNTAIN HOLDINGS LLC	27610	654 RUIDOSA DR	
GRASS MOUNTAIN HOLDINGS LLC	27610	650 RUIDOSA DR	
GRASS MOUNTAIN HOLDINGS LLC	27610	5502 S 7 TH ST	
GRASS MOUNTAIN HOLDINGS LLC	27610	658 RUIDOSA DR	
GRASS MOUNTAIN HOLDINGS LLC	21489		
HANTMAN JOSEPH M REV TRUST	55359	465 ARNOLD BL	
HANTMAN JOSEPH M REV TRUST	55607	513 ARNOLD BL	
HANTMAN JOSEPH M REV TRUST	63005		
HANTMAN JOSEPH M REV TRUST	62722	309 ARNOLD BL	
HANTMAN JOSEPH M REV TRUST	58982		
HANTMAN JOSEPH M REV TRUST	18886		
HANTMAN JOSEPH M REV TRUST	125247		
HANTMAN JOSEPH M REV TRUST	62593	5710 S 7 TH ST	
LEGACY DWELLING LLC	62694	701 CHAPARRAL CR	
LEGACY DWELLING LLC	62694	703 CHAPARRAL CR	
MAYBEE NED LEE	56656	609 ARNOLD BL	O

OAKRIDGE ESTATES MHC LLC	67223	701 REDBIRD LN	
OAKRIDGE ESTATES MHC LLC	66839	5725 S 7 TH ST	
OAKRIDGE ESTATES MHC LLC	66484	5701 S 7 TH ST	
OAKRIDGE ESTATES MHC LLC	67078	5809 S 7 TH ST	
OAKRIDGE ESTATES MHC LLC	66720	5717 S 7 TH ST	
OAKRIDGE ESTATES MHC LLC	66957	5801 S 7 TH ST	
OAKRIDGE ESTATES MHC LLC	25013	5601 S 7 TH ST	
PARSON MICHAEL A JR & ASHLEY R	66604	5709 S 7 TH ST	
SCOTT GARRY &	1088852	708 REDBIRD LN	
SCOTT GARRY &	1088852	706 REDBIRD LN	
SMITH BILL PROPERTIES INC	56125	525 ARNOLD BL	
TURQUOISE DOG PROPERTIES LLC SERIES M	62562	711 CHAPARRAL CR	
TURQUOISE DOG PROPERTIES LLC SERIES M	62562	709 CHAPARRAL CR	
WHITE DAVID A & MAUREEN	64120	711 HAWN CR	
WHITE DAVID A & MAUREEN	64120	709 HAWN CR	

NOTIFICATION MAP



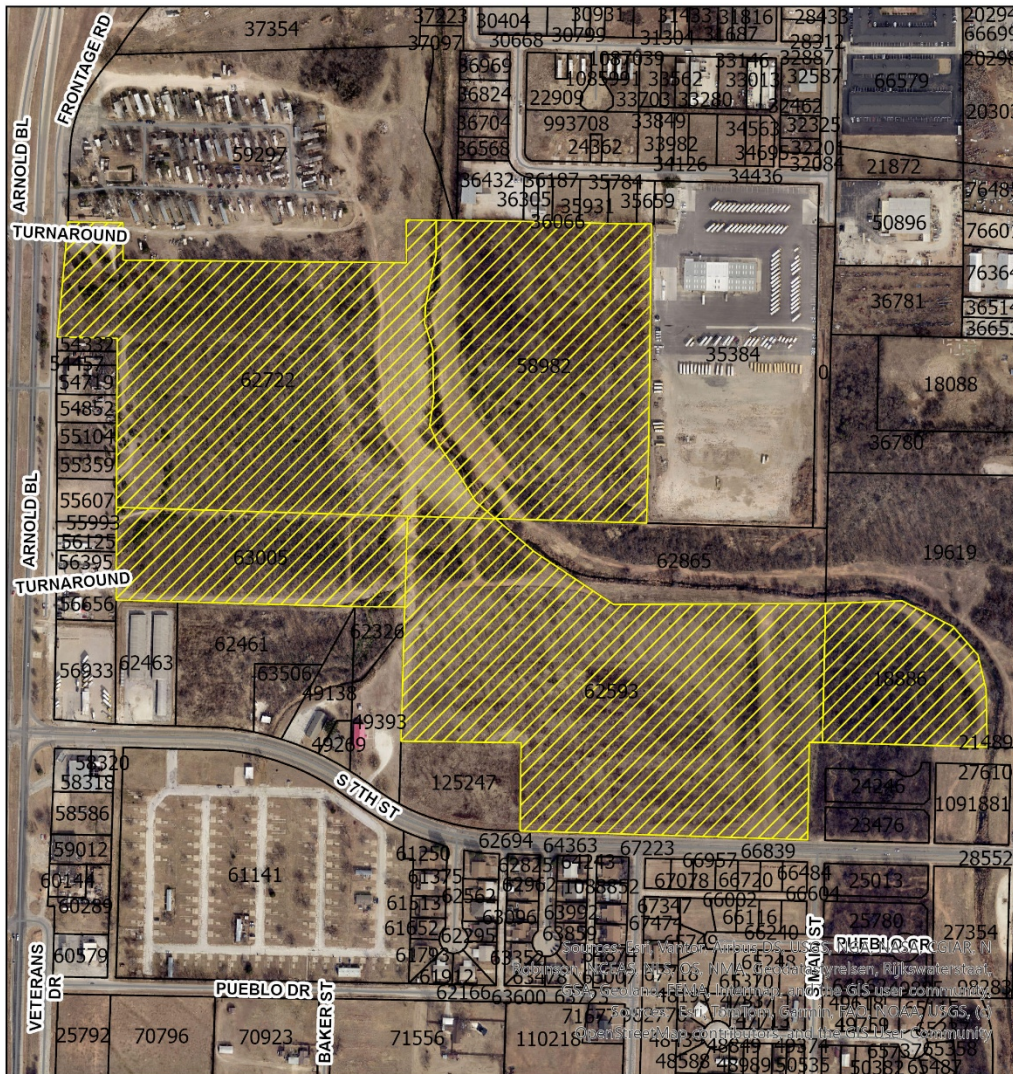
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Miles

 CUP-2026-02

☐ Notification Area

LOCATION MAP

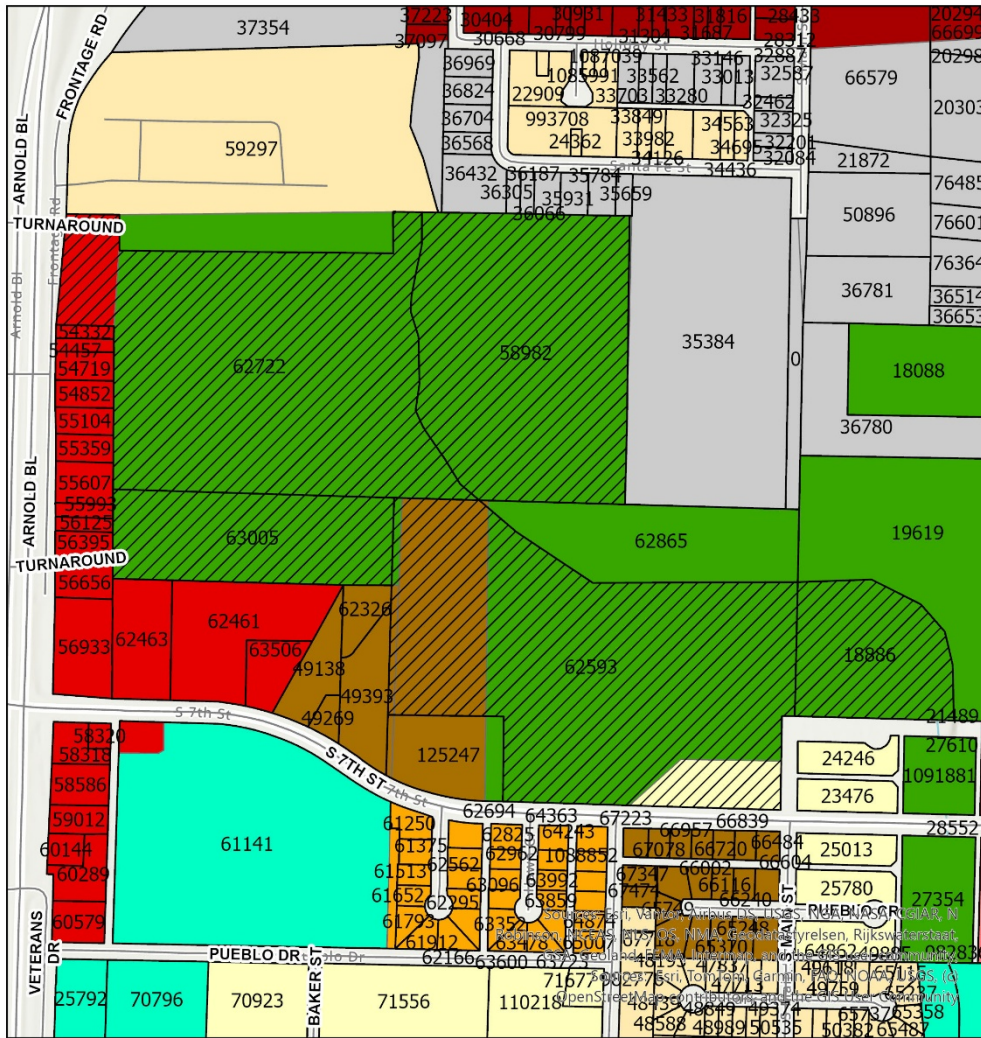


0.1

☐ Miles

 CUP-2026-02

ZONING MAP



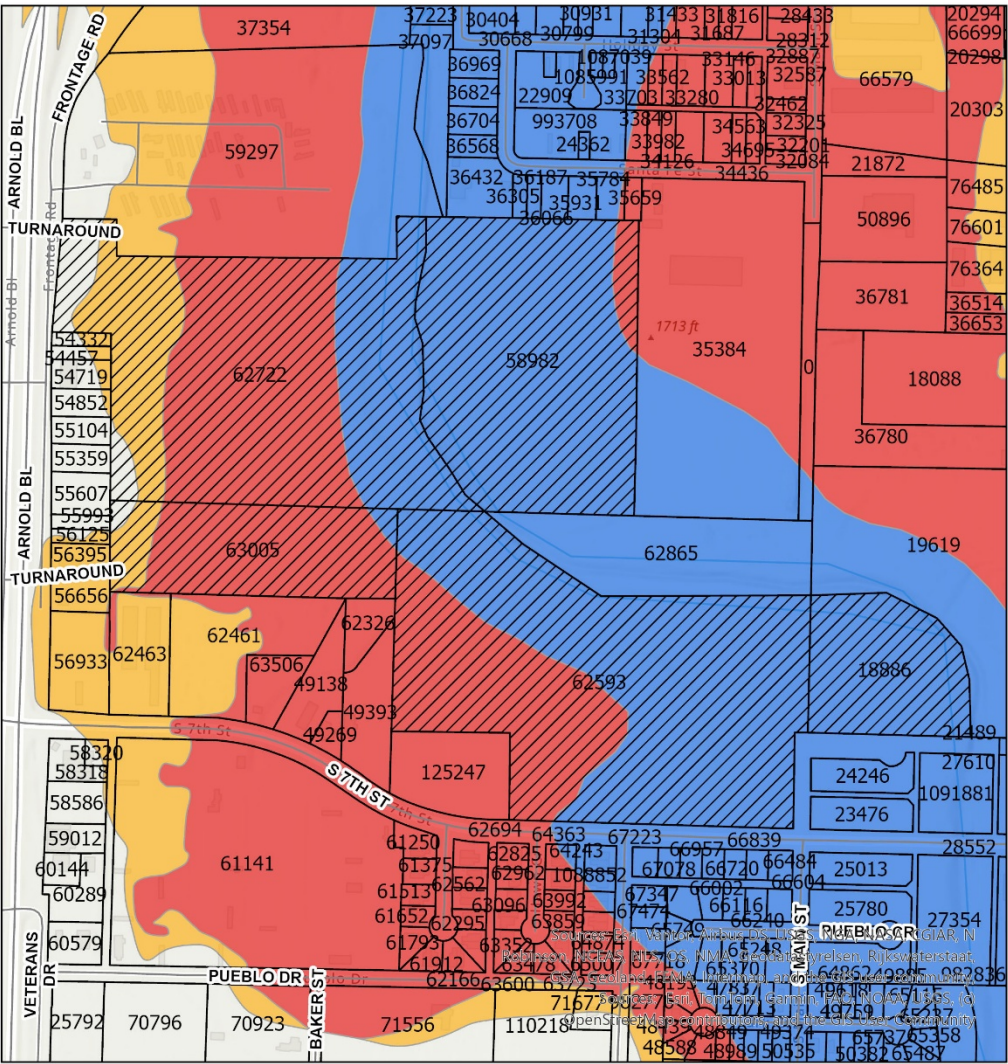
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Miles

CUP-2026-02

Zoning Districts

- AO
- GC
- GR
- HC
- LI
- MD
- MF
- MH
- PD
- RS-6

FLOOD MAP



CUP-2026-02

FEMA Flood Zones

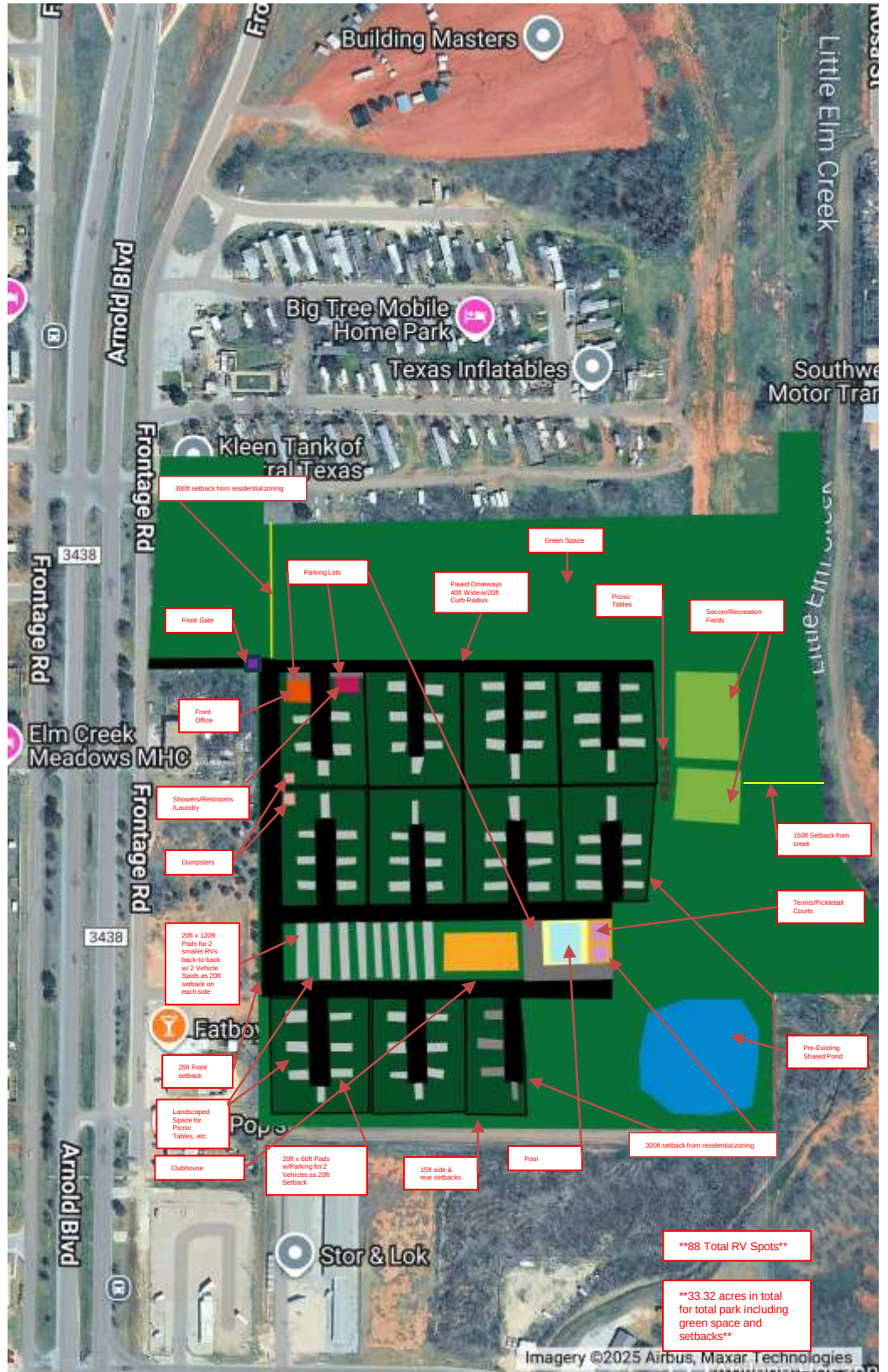
	Floodway	Floodway
	100 Year 1%	100 Year 1%
	100 Year 1%	100 Year 1%
	500 Year .2%	500 Year .2%
	Unstudied A Zone	Unstudied A Zone

Creekside Trails - RV Resort & Campgrounds



Concept Plan

Creekside Trails - RV Resort & Campgrounds



Concept Plan

FIELD NOTES
83.84 ACRES

BEING 83.84 acres of land out of B.S. & F. Survey No. 1, Abstract No. 31 and B.S. & F. Survey No. 2, Abstract No. 528 and 585, Taylor County, Texas, said 83.84 acres being part of Tract 8 and all of Tracts 24, 33, and 73, conveyed to Judith Hantman, Trustee of the Joseph M. Hantman Revocable Trust, of record in Document No. 2021-02913, Official Public Records, Taylor County, Texas (O.P.R.T.C.T.), said 83.84 acres being more particularly described as follows:

BEGINNING at a 3/8" rebar w/ GEOTEX cap set on the north line of South 7th Street (80' R.O.W. 771/436 D.R.) at the westerly southeast corner of said Tract 8, said Tract 8 being a called 35.889 acre tract of record in Volume 2478, Page 31, O.P.R.C.T.C.T., and being at the intersection of the west line of Del Mar Addition (2/49-D P.R.) and the north line of said South 7th Street, for the westerly southeast corner of this tract, whence the southeast corner of said Survey No. 2 is recorded to bear (2478/31) South 201.7 feet;

THENCE N88°28'01"W 1034.63 feet, with the north line of said South 7th Street and the most southerly line of said 35.889 acre tract, to a recovered 1/2" rebar at the southeast corner of Trinity Chapel Addition, of record in Cabinet 3, Slide 180, Plat Records, Taylor County, Texas (P.R.T.C.T.), for the most easterly southwest corner of this tract;

THENCE N01°10'57"E 300.20 feet, to a 3/8" rebar w/ GEOTEX cap set at the northeast corner of said Trinity Chapel Addition, for an interior corner of this tract;

THENCE N88°32'23"W 419.76 feet, to a recovered 1/2" rebar on the west line of said 35.889 acre tract at the northwest corner of said Trinity Chapel Addition and being on the east line of Continuation No. 1, Lemond Addition, of record in Cabinet 2, Slide 280-B, P.R.T.C.T., for a southwest corner of this tract;

THENCE N01°12'34"E 466.89 feet, with the west line of said 35.889 acre tract and the east line of said Continuation No. 1, Lemond Addition, to a recovered 1/2" rebar at the southeast corner of said Tract 24, a called 7.6 acre tract of record in Volume 2774, Page 448, O.P.R.T.C.T., for an interior corner of this tract;

THENCE N88°43'47"W, with the south line of said 7.6 acre tract, at a distance of 199.89 feet, pass a recovered 1/2" rebar at the north corner of Lemond Subdivision, of record in Cabinet 2, Slide 174-C, P.R.T.C.T. and continue on same course with the south line of said 7.6 acre tract, the north line of said Lemond Subdivision and the north line of Barker Subdivision, of record in Cabinet 2, Slide 273-B, P.R.T.C.T., for a total distance in all of 1023.21 feet, to a 3/8" rebar w/ GEOTEX cap set on the east line of Western Hills Addition, Block 1, of record in Cabinet 4, Slide 544, P.R.T.C.T. at the southwest corner of said 7.6 acre tract, for a southwest corner of this tract;

THENCE N00°46'06"E 922.94 feet, with the west line of said 7.6 acre tract, the west line of said Tract 73, a called 25.72 acre tract designated Tract 2 described in Volume 2502, Page 154, O.P.R.T.C.T. and the east line of said Block 1, to a cross tie corner post at an interior corner of said 25.72 acre tract, same being the northeast corner of Lot 1, Block 1, said Western Hills Addition, for an interior corner of this tract;

THENCE N88°18'28"W 190.99 feet, with a south line of said Tract 73 and the north line of said Lot 1, to a 3/8" rebar w/ GEOTEX cap set on the east line of said Arnold Boulevard at the northerly southwest corner of said 25.72 acre tract, same being the northwest corner of said Lot 1, Block 1, for the most northerly southwest corner of this tract, whence a recovered 3/8" rebar bears N83°E 1.6 feet;

THENCE N01°27'10"E 421.34 feet, with the east line of said Arnold Boulevard and the most westerly line of said 25.72 acre tract, to a recovered 3/8" rebar at the northwest corner of said 25.72 acre tract, same being the southwest corner of that certain tract designated Tract Three, Parcel Two, of record in Document No. 2011-11554, O.P.R.T.C.T., for the extreme northwest corner of this tract;

THENCE S88°36'04"E 190.77 feet, with the most northerly line of said 25.72 acre tract and the south line of said Tract Three, Parcel Two, to a recovered 3/8" rebar at the westerly northeast corner of said 25.72 acre tract, same being the southeast corner of said Tract Three, Parcel Two and being on the west line of that certain tract designated Tract Three, Parcel One, of record in said Document No. 2011-11554, O.P.R.T.C.T., for an exterior corner of this tract;

THENCE S01°28'59"W 130.09 feet, with the east line of said 25.72 acre tract and the west line of said Tract Three, Parcel One, to a recovered 3/8" rebar at an interior corner of said 25.72 acre tract and the southwest corner of said Tract Three, Parcel One, for an interior corner of this tract;

THENCE S88°36'01"E 989.22 feet, with a north line of said 25.72 acre tract and the south line of said Tract Three, Parcel One, to a recovered 3/8" rebar at an interior corner of said 25.72 acre tract and the southeast corner of said Tract Three, Parcel One, for an interior corner of this tract;

83.84 acres continued

THENCE N01°32'02"E 149.95 feet, with a west line of said 25.72 acre tract and the east line of said Tract Three, Parcel One, to a recovered 3/8" rebar at an exterior corner of said 25.72 acre tract and the northeast corner of said Tract Three, Parcel One and being on the south line of that certain tract designated Tract Three, Parcel Three in said Document No. 2011-11554, O.P.R.T.C.T., for an exterior corner of this tract;

THENCE S88°38'39"E, with a north line of said 25.72 acre tract and the south line of said Tract Three, Parcel Three, at a distance of 120.37 feet (record call), pass the northeast corner of said 25.72 acre tract and the northwest corner of said Tract 33, being a called 17.54 acre tract of record in Volume 2502, Page 154, O.P.R.T.C.T. and continue on same course with the north line of said 17.54 acre tract and part of the way with the south line of Roy Herring Subdivision, of record in Cabinet 2, Slide 24-A&B, P.R.T.C.T., for a total distance in all of 872.56 feet, to a recovered 1/2" rebar on the west line of Continuation No. 1, Herring Subdivision, of record in Cabinet 2, Slide 287-B, P.R.T.C.T., being the northeast corner of said 17.5 acre tract, for the extreme northeast corner of this tract;

THENCE S00°40'44"W, with the east line of said 17.54 acre tract and the west line of said Continuation No. 1, Herring Subdivision, at a distance of 391.91 feet, pass the southwest corner of said Continuation No. 1, Herring Subdivision and the southerly northwest corner of a called 10.841 acre tract of record in Document No. 2015-8635, O.P.R.T.C.T. and continue on same course with the east line of said 17.54 acre tract and the west line of said 10.841 acre tract, for a total distance in all of 1038.15 feet, to a recovered 1/2" rebar on the north line of a called 19.18 acre tract of record in Volume 1868, Page 896, O.P.R.T.C.T., same being the southeast corner of said 17.54 acre tract and the southwest corner of said 10.841 acre tract, for the northerly southeast corner of this tract, whence a recovered 1" iron rod at the southeast corner of said 10.841 acre tract bears S88°38'12"E 581.49 feet;

THENCE N88°44'24"W 554.78 feet, with the north line of said 19.18 acre tract and the south line of said 17.54 acre tract and crossing Little Elm Creek (now located), to a recovered 1/2" rebar on the west top bank of said Little Elm Creek at the westerly northeast corner of said 35.889 acre tract and the northwest corner of said 19.18 acre tract, for an interior corner of this tract;

THENCE in a southeasterly direction generally along the southwest, south and west top bank and with the common line of said 19.18 acre tract and said 35.889 acre tract, the following eight (8) calls:

1. S52°32'08"E 192.50 feet, to a 3/8" rebar w/ GEOTEX cap set for an angle corner of this tract;
2. S55°05'40"E 331.46 feet, to a recovered 3/8" rebar, for an angle corner of this tract;
3. S88°58'27"E 746.00 feet, to a 3/8" rebar w/ GEOTEX cap set for an angle corner of this tract;
4. S86°59'27"E 262.50 feet, to a 3/8" rebar w/ GEOTEX cap set for an angle corner of this tract;
5. S62°00'27"E 199.00 feet, to a 3/8" rebar w/ GEOTEX cap set for an angle corner of this tract;
6. S40°01'27"E 131.70 feet, to a 3/8" rebar w/ GEOTEX cap set for an angle corner of this tract;
7. S12°04'27"E 122.50 feet, to a 3/8" rebar w/ GEOTEX cap set for an angle corner of this tract;
8. S00°01'27"E 209.65 feet, to a 3/8" rebar w/ GEOTEX cap set on the north line of said Del Mar Addition at the easterly southeast corner of said 35.889 acre tract and the southwest corner of said 19.18 acre tract, for easterly southeast corner of this tract;

THENCE N88°27'56"W 568.49 feet, with the north line of said Del Mar Addition and the northerly south line of said 35.889 acre tract, to a 3/8" rebar w/ GEOTEX cap set at the northwest corner of said Del Mar Addition at an interior corner of said 35.889 acre tract, for an interior corner of this tract, whence a recovered 3/8" rebar bears S75°W 2.3 feet;

THENCE S01°32'04"W 279.92 feet, with the easterly west line of said 35.889 acre tract and the west line of said Del Mar Addition, to the place of beginning and containing 83.84 acres of land.

Surveyed on the ground August 26 and 30, 2024.
Revised May 19, 2025 (boundary and area)

SEE ACCOMPANYING PLAT

Geotex Property Solutions
4701 South 3rd Street
Abilene, Texas 79605
(325) 677-6712
File # 185-19-24-83.84ac
Firm Registration No. 10194134


Rex D. Haas
R. P. L. S. #4378



N

W

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LINE TABLE		
BEARING & DISTANCE		
LINE	MEASURED	RECORD
L1	S88°36'04"E 190.77'	S88°13'12"E 191.20'
L2	S01°28'59"W 130.09'	S01°57'48"W 130.15'
L3	N01°32'02"E 149.95'	N01°58'48"E 149.91'
L4	S52°32'08"E 192.50'	S52°42'12"E 192.50'
L5	S55°05'40"E 331.46'	S56°33'33"E 331.5'
L6	S86°59'27"E 262.50'	S88°22'E 262.5'
L7	S62°00'27"E 199.00'	S83°23'E 199'
L8	S40°01'27"E 131.70'	S41°24'E 131.7'
L9	S12°04'27"E 122.50'	S13°27'E 122.5'
L10	S00°01'27"E 209.65'	S1°24'E 207.3'
L11	S01°32'04"W 279.92'	South 280.10'
L12	N88°18'28"W 190.99'	N89°03'W 191.02'

NOTE: Bearings shown hereon are based on the Texas Coordinate System, determined by GPS observations.

NOTE: There may be easements on or near this property which are not reflected by title commitment or this survey plat.

NOTE: This survey was prepared using a prior Title Commitment dated July 12, 2024 and was not issued for this transaction. Schedule B exceptions utilized for easement purposes only.

NOTE: This property is subject to easements of which are blanket in nature as follows:
AT&T 206/292 D.R., 206/294 D.R.
Water Line 369/199 D.R.

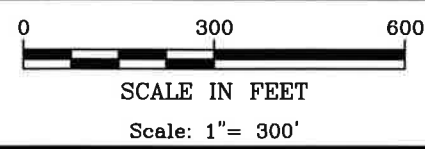
309 Arnold Boulevard
5710 South 7th Street
Abilene, Texas 79605

I hereby this to be a correct plat showing a survey of 83.84 acres of land out of B.S. & F. Survey No. 1, Abstract No. 31 and B.S. & F. Survey No. 2, Abstract No. 528 and 585, Taylor County, Texas, said 83.84 acres being part of Tract 8 and all of Tracts 24, 33 and 73, conveyed to Judith Hantman, Trustee of the Joseph M. Hantman Revocable Trust, of record in Document No. 2021-02913, Official Public Records of Taylor County, Texas and being described by accompanying field note description. Surveyed on the ground August 26 and 30, 2024. Revised May 19, 2025 (boundary & area) SEE ACCOMPANYING FIELD NOTE DESCRIPTION.

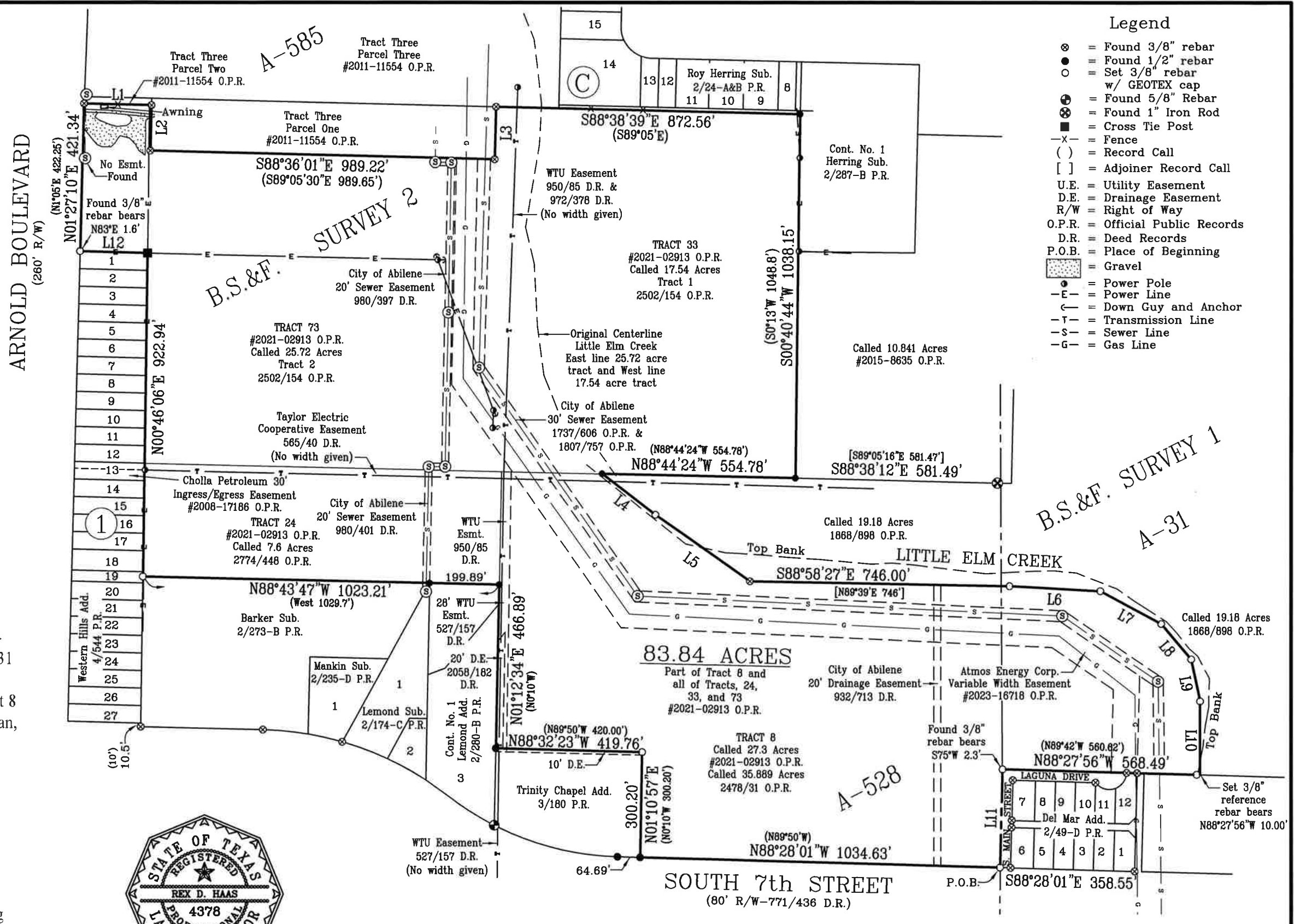
There are no visible or apparent protrusions or overlapping of improvements upon or off this property other than shown. (Neighboring awning protruding across north property line, fences are not entirely upon property lines.)

GEOTEX PROPERTY SOLUTIONS, LLC
4701 South 3rd Street
Abilene, Texas 79605
325-677-6712
Firm Registration No. 10194134

File No: 185-19-24
File Name: 309 Arnold Blvd Revised
Location: D:\ATaylor\2024\
Geotex Property Solutions Drawn by:
© 2024 All Rights Reserved RH



Rek D. Haas
RPLS #4378



- Legend
- ⊗ = Found 3/8" rebar
 - = Found 1/2" rebar
 - = Set 3/8" rebar w/ GEOTEX cap
 - ⊕ = Found 5/8" Rebar
 - ⊗ = Found 1" Iron Rod
 - = Cross Tie Post
 - x- = Fence
 - () = Record Call
 - [] = Adjoiner Record Call
 - U.E. = Utility Easement
 - D.E. = Drainage Easement
 - R/W = Right of Way
 - O.P.R. = Official Public Records
 - D.R. = Deed Records
 - P.O.B. = Place of Beginning
 - ▨ = Gravel
 - = Power Pole
 - E- = Power Line
 - C- = Down Guy and Anchor
 - T- = Transmission Line
 - S- = Sewer Line
 - G- = Gas Line



CUP Plan of Operation: Creekside Trails RV Resort & Campgrounds

I. Introduction

This document outlines the Plan of Operation for Creekside Trails RV Resort and Campgrounds, located at 309 Arnold Blvd, Abilene, TX. This plan addresses the requirements for a Conditional Use Permit (CUP) and details the operational procedures to ensure a safe, enjoyable, and well-managed environment for all guests and the surrounding community.

II. Property Description

The Creekside Trails Community is situated at 309 Arnold Blvd, Abilene, TX on approximately 33.32 acres. The property is designed to accommodate various sizes of recreational vehicles and offers a range of amenities for guests.

III. Operational Details

A. Hours of Operation

- **Office Hours:** Monday - Friday, 9:00 AM - 5:00 PM. Sat, 9:00am -12:00
- **Check-in:** 2:00 PM
- **Check-out:** 11:00 AM

- **Quiet Hours:** 10:00 PM - 7:00 AM daily. During quiet hours, excessive noise, loud music, and disruptive activities are prohibited.

B. Access and Security

- **Gated Access:** The RV retreat will have controlled access to ensure guest safety and security.
- **On-site Management:** A manager will be on-site during operational hours and available for emergencies after hours.
- **Surveillance:** Security cameras will be strategically placed throughout the property to monitor common areas and entrances.
- **Fencing:** The property will be fenced with a combination of field fence and privacy landscaping, to include privacy fencing when required
- **Roads:** The property will feature paved roadways.

C. Site Management

- **RV Site Assignments:** Guests will be assigned specific RV sites upon check-in. Limit 8 people per site unless approved by management.
- **Site Maintenance:** All RV sites will be regularly inspected and maintained to ensure cleanliness and functionality.
- **Utility Connections:** Each RV site will be equipped with standard utility connections (electric, water, sewer) as per industry standards.
- **Pets:** Maximum of two pets per site unless approved by management.

D. Guest Services

- **Registration:** All guests are required to register at the office upon arrival and provide necessary identification and vehicle information.
- **Rules and Regulations:** A comprehensive list of rules and regulations will be provided to guests upon check-in and prominently displayed.
- **Emergency Contact:** Emergency contact information for local services (police, fire, ambulance) will be readily available.
- **Respect:** Harassment or mistreatment of our staff, guests or neighbors will not be tolerated under any circumstances.

IV. Amenities

Creekside Trails will offer a variety of amenities for guests, including but not limited to:

- Office, Restroom and Shower Facilities
- Laundry Facilities
- Pet-Friendly Areas
- Recreational Areas (e.g., picnic tables, open green spaces)
- Food Gardens
- Wi-Fi Access
- Pool (future)
- Tennis courts 2 (future)
- Cabins (future)
- Clubhouse (future)
- Walking Trail
- Pond
- Soccer Field
- Football Field
- Large lots (6000sqft+)

V. Maintenance and Upkeep

A. Grounds Maintenance

- **Landscaping:** Regular landscaping and grounds maintenance will be performed to ensure an aesthetically pleasing and safe environment. This includes mowing, trimming, and removal of debris. Landscaping will be added on frontage road in accordance with the city of Abilene and landscape will be added around the pond, and other amenities as needed.
- **Pest Control:** A regular pest control program will be implemented to manage common pests.

B. Facilities Maintenance

- **Daily Cleaning:** Restrooms, showers, and common areas will be cleaned daily.
- **Repairs:** Timely repairs will be made to all facilities and infrastructure to ensure proper functioning and safety.

C. Waste Management

- **Trash Receptacles:** Sufficient and clearly marked trash receptacles will be available throughout the property.
- **Regular Collection:** Trash will be collected regularly to prevent overflow and maintain cleanliness.

- **Recycling:** Opportunities for recycling will be provided where feasible.
- **Composting:** Plans for collection and management of compostable food waste products will be made.

VI. Safety and Emergency Procedures

A. Fire Safety

- **Fire Extinguishers:** Fire extinguishers will be readily accessible in common areas and key facilities.
- **Emergency Exits:** Clearly marked emergency exits will be established and maintained.
- **Fire Pit Regulations:** Strict rules regarding the use of fire pits will be enforced, including designated areas and supervision.

B. Medical Emergencies

- **First Aid:** Basic first aid supplies will be available at the office.
- **Emergency Services:** In case of a serious medical emergency, guests will be instructed to call 911 immediately.

C. Severe Weather

- **Warning System:** A system for alerting guests to severe weather conditions will be in place.
- **Shelter Information:** Information on designated storm shelters or safe areas will be provided to guests.

VII. Environmental Considerations

A. Noise Control

- **Quiet Hours Enforcement:** Strict enforcement of quiet hours will be maintained to minimize noise disruption to guests and neighbors.
- **Sound Barriers:** Where necessary, natural or artificial sound barriers will be considered to mitigate noise.

B. Lighting

- **Appropriate Illumination:** Adequate lighting will be provided for safety and security, while minimizing light pollution to the surrounding area.
- **Dark Sky Compliance:** Efforts will be made to comply with dark sky initiatives where applicable.

C. Stormwater Management

- **Drainage Systems:** Proper drainage systems will be maintained to manage stormwater runoff effectively and prevent erosion or flooding.

VIII. Parking

- **Designated Parking:** Guests will be instructed to park their vehicles only in designated RV sites or overflow parking areas.
- **Vehicle Speed Limits:** A low speed limit will be enforced within the RV retreat to ensure pedestrian safety.

IX. Community Relations

Creekside Trails is committed to being a good neighbor and will:

- **Address Concerns:** Promptly address any concerns or complaints from local residents or authorities.
- **Maintain Property:** Keep the property clean, well-maintained, and visually appealing.
- **Communicate:** Maintain open communication with local authorities and the community.

X. Compliance

Creekside Trails will operate in full compliance with all applicable federal, state, and local laws, ordinances, and regulations, including those pertaining to zoning, health, safety, and environmental protection.

XI. Basic Park Layout

The campgrounds maximizes green space and will include 7 RV pads per acre. Reference concept plan for more details.

XII. Conclusion

This Plan of Operation demonstrates Creekside Trails' commitment to providing a high-quality, safe, and well-managed experience for its guests while being a responsible member of the Abilene community. We believe this plan addresses all necessary considerations for the Conditional Use Permit and look forward to contributing positively to the area.

Tyler Wilson
Owner/Developer
681.590.0613



CONDITIONAL USE PERMIT

Case: CUP-2026-02

Owner: Tyler Wilson

Request: A Conditional Use Permit to allow an RV Park in Agricultural Open (AO) and General Commercial (GC) Zoning.

Location: 309 Arnold Blvd.

Notification: 0 in Favor, 1 in Opposition

Planning & Zoning: February 3, 2026

Council Hearing: February 26, 2026
March 12, 2026

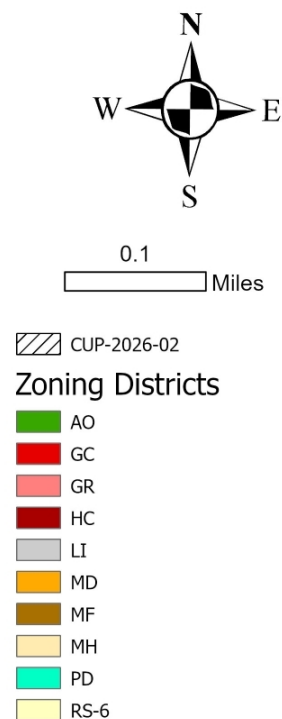




0.1 Miles

 CUP-2026-02







USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

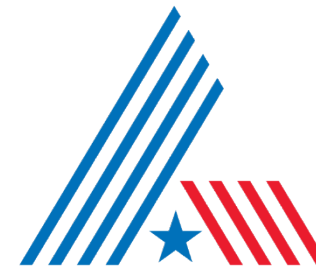
- C Airport, Heliport and Flying Field Terminals – Commercial
- C Antenna Tower – Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

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



CITY OF
ABILENE
TEXAS



USES IN 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:

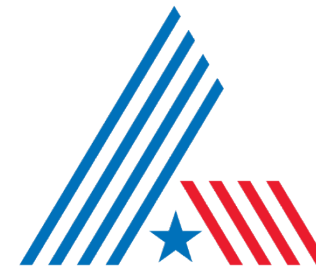
- C Wholesaling and Storage (indoor)

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



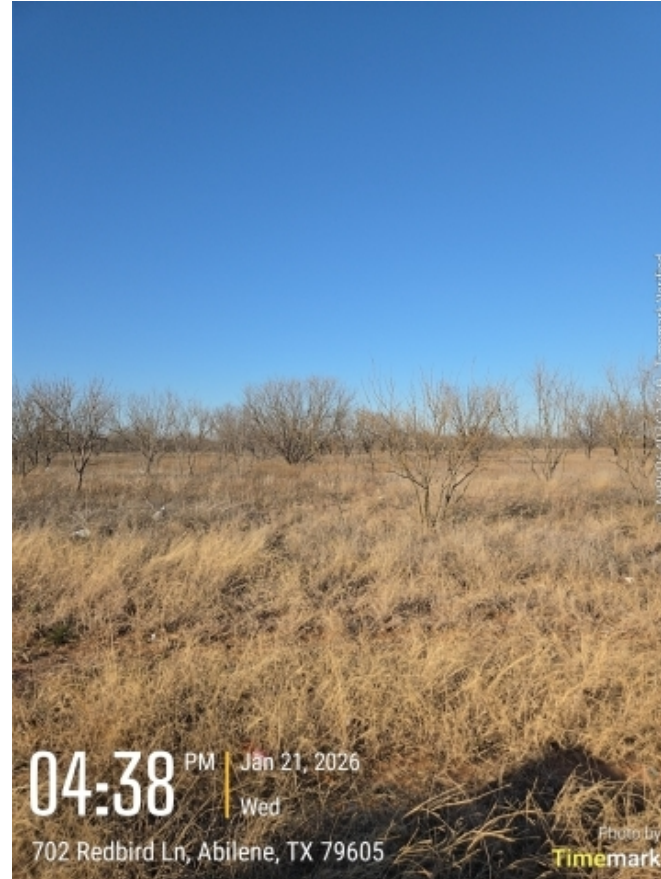
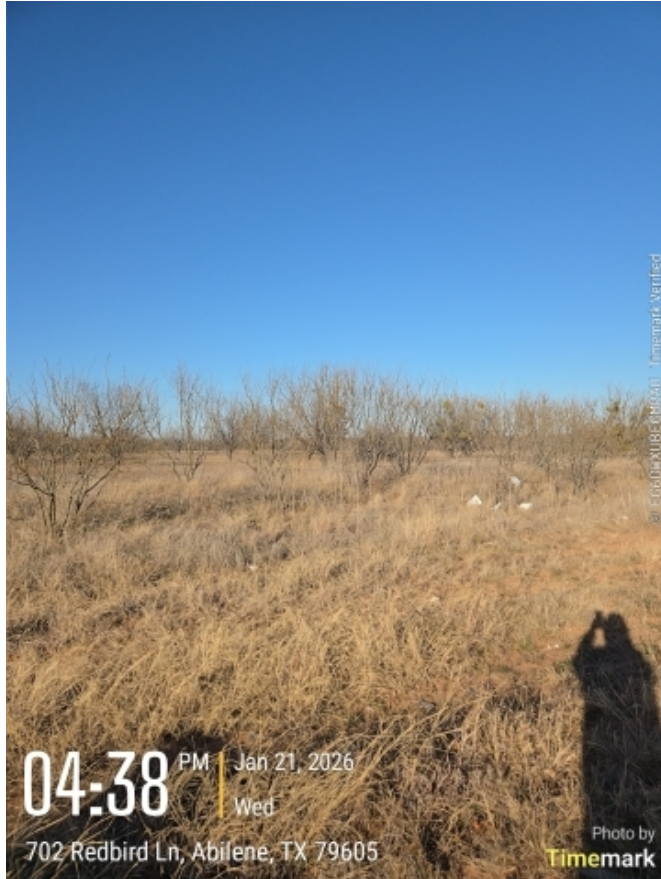
CITY OF
ABILENE
TEXAS

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



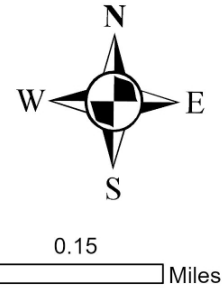


CONCEPT PLAN

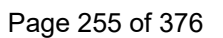


Concept Plan





0 - In Favor- ●
1 - Opposed- ●
1.31% in Opposition





FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

P&Z Recommendation: **approval** subject to the concept plan and plan of operation.





Questions?





**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **16. Ordinance (Final Reading) CUP-2026-03: 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 an RV Park in Agricultural Open (AO) and General Commercial (GC) Zoning within 239.86 Acres. Located at 3799 N Danville Drive. (Tim Littlejohn)**

GENERAL INFORMATION

The subject property has remained mostly undeveloped except for a billboard that was erected along N Danville Dr. The applicant is proposing a 147 RV space Recreational Vehicle Park within the Agricultural Open (AO) zoning.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Planning and Zoning Commission recommends **approval** of the Conditional Use Permit, subject to the concept plan and plan of operation

ATTACHMENTS:

1. Ordinance (9)
2. Staff Report
3. Plan of Operations_Redacted
4. Metes and Bound
5. Concept Plan
6. 3750 Old Anson Rd - Opposed
7. 3060 W. Overland Trail - Favor
8. Presentation

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY 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 26th 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 12th day of March, 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 March, 2026.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Apply a Conditional Use Permit to allow Recreational Vehicles in Agricultural Open (AO) Zoning.

Legal description as follows:

FIELD NOTES

83.84 ACRES

BEING 83.84 acres of land out of B.S. & F. Survey No. 1, Abstract No. 31 and B.S. & F. Survey No. 2, Abstract No. 528 and 585, Taylor County, Texas, said 83.84 acres being part of Tract 8 and all of Tracts 24, 33, and 73, conveyed to Judith Hantman, Trustee of the Joseph M. Hantman Revocable Trust, of record in Document No. 2021-02913, Official Public Records, Taylor County, Texas (O.P.R.T.C.T.), said 83.84 acres being more particularly described as follows:

BEGINNING at a 3/8" rebar w/ GEOTEX cap set on the north line of South 7th Street (80' R.O.W. 771/436 D.R.) at the westerly southeast corner of said Tract 8, said Tract 8 being a called 35.889 acre tract of record in Volume 2478, Page 31, O.P.R.C.T.C.T., and being at the intersection of the west line of Del Mar Addition (2/49-D P.R.) and the north line of said South 7th Street, for the westerly southeast corner of this tract, whence the southeast corner of said Survey No. 2 is recorded to bear (2478/31) South 201.7 feet;

THENCE N88°28'01"W 1034.63 feet, with the north line of said South 7th Street and the most southerly line of said 35.889 acre tract, to a recovered 1/2" rebar at the southeast corner of Trinity Chapel Addition, of record in Cabinet 3, Slide 180, Plat Records, Taylor County, Texas (P.R.T.C.T.), for the most easterly southwest corner of this tract;

THENCE N01°10'57"E 300.20 feet, to a 3/8" rebar w/ GEOTEX cap set at the northeast corner of said Trinity Chapel Addition, for an interior corner of this tract;

THENCE N88°32'23"W 419.76 feet, to a recovered 1/2" rebar on the west line of said 35.889 acre tract at the northwest corner of said Trinity Chapel Addition and being on the east line of Continuation No. 1, Lemond Addition, of record in Cabinet 2, Slide 280-B, P.R.T.C.T., for a southwest corner of this tract;

THENCE N01°12'34"E 466.89 feet, with the west line of said 35.889 acre tract and the east line of said Continuation No. 1, Lemond Addition, to a recovered 1/2" rebar at the southeast corner of said Tract 24, a called 7.6 acre tract of record in Volume 2774, Page 448, O.P.R.T.C.T., for an interior corner of this tract;

THENCE N88°43'47"W, with the south line of said 7.6 acre tract, at a distance of 199.89 feet, pass a recovered 1/2" rebar at the north corner of Lemond Subdivision, of record in Cabinet 2, Slide 174-C, P.R.T.C.T. and continue on same course with the south line of said 7.6 acre tract, the north line of said Lemond Subdivision and the north line of Barker Subdivision, of record in Cabinet 2, Slide 273-B, P.R.T.C.T., for a total distance in all of 1023.21 feet, to a 3/8" rebar w/ GEOTEX cap set on the east line of Western Hills Addition, Block 1, of record in Cabinet 4, Slide 544, P.R.T.C.T. at the southwest corner of said 7.6 acre tract, for a southwest corner of this tract;

THENCE N00°46'06"E 922.94 feet, with the west line of said 7.6 acre tract, the west line of said Tract 73, a called 25.72 acre tract designated Tract 2 described in Volume 2502, Page 154, O.P.R.T.C.T. and the east line of said Block 1, to a cross tie corner post at an interior corner of said 25.72 acre tract, same being the northeast corner of Lot 1, Block 1, said Western Hills Addition, for an interior corner of this tract;

THENCE N88°18'28"W 190.99 feet, with a south line of said Tract 73 and the north line of said Lot 1, to a 3/8" rebar w/ GEOTEX cap set on the east line of said Arnold Boulevard at the northerly southwest corner of said 25.72 acre tract, same being the northwest corner of said Lot 1, Block 1, for the most northerly southwest corner of this tract, whence a recovered 3/8" rebar bears N83°E 1.6 feet;

THENCE N01°27'10"E 421.34 feet, with the east line of said Arnold Boulevard and the most westerly line of said 25.72 acre tract, to a recovered 3/8" rebar at the northwest corner of said 25.72 acre tract, same being the southwest corner of that certain tract designated Tract Three, Parcel Two, of record in Document No. 2011-11554, O.P.R.T.C.T., for the extreme northwest corner of this tract;

THENCE S88°36'04"E 190.77 feet, with the most northerly line of said 25.72 acre tract and the south line of said Tract Three, Parcel Two, to a recovered 3/8" rebar at the westerly northeast corner of said 25.72 acre tract, same being the southeast corner of said Tract Three, Parcel Two and being on the west line of that certain tract designated Tract Three, Parcel One, of record in said Document No. 2011-11554, O.P.R.T.C.T., for an exterior corner of this tract;

THENCE S01°28'59"W 130.09 feet, with the east line of said 25.72 acre tract and the west line of said Tract Three, Parcel One, to a recovered 3/8" rebar at an interior corner of said 25.72 acre tract and the southwest corner of said Tract Three, Parcel One, for an interior corner of this tract;

THENCE S88°36'01"E 989.22 feet, with a north line of said 25.72 acre tract and the south line of said Tract Three, Parcel One, to a recovered 3/8" rebar at an interior corner of said 25.72 acre tract and the southeast corner of said Tract Three, Parcel One, for an interior corner of this tract;

THENCE N01°32'02"E 149.95 feet, with a west line of said 25.72 acre tract and the east line of said Tract Three, Parcel One, to a recovered 3/8" rebar at an exterior corner of said 25.72 acre tract and the northeast corner of said Tract Three, Parcel One and being on the south line of that certain tract designated Tract Three, Parcel Three in said Document No. 2011-11554, O.P.R.T.C.T., for an exterior corner of this tract;

THENCE S88°38'39"E, with a north line of said 25.72 acre tract and the south line of said Tract Three, Parcel Three, at a distance of 120.37 feet (record call), pass the northeast corner of said 25.72 acre tract and the northwest corner of said Tract 33, being a called 17.54 acre tract of record in Volume 2502, Page 154, O.P.R.T.C.T. and continue on same course with the north line of said 17.54 acre tract and part of the way with the south line of Roy Herring Subdivision, of record in Cabinet 2, Slide 24-A&B, P.R.T.C.T., for a total distance in all of 872.56 feet, to a recovered 1/2" rebar on the west line of Continuation No. 1, Herring Subdivision, of record in Cabinet 2, Slide 287-B, P.R.T.C.T., being the northeast corner of said 17.5 acre tract, for the extreme northeast corner of this tract;

THENCE S00°40'44"W, with the east line of said 17.54 acre tract and the west line of said Continuation No. 1, Herring Subdivision, at a distance of 391.91 feet, pass the southwest corner of said Continuation No. 1, Herring Subdivision and the southerly northwest corner of a called 10.841 acre tract of record in Document No. 2015-8635, O.P.R.T.C.T. and continue on same course with the east line of said 17.54 acre tract and the west line of said 10.841 acre tract, for a total distance in all of 1038.15 feet, to a recovered 1/2" rebar on the north line of a called 19.18 acre tract of record in Volume 1868, Page 896, O.P.R.T.C.T., same being the southeast corner of said 17.54 acre tract and the southwest corner of said 10.841 acre tract, for the northerly southeast corner of this tract, whence a recovered 1" iron rod at the southeast corner of said 10.841 acre tract bears S88°38'12"E 581.49 feet;

THENCE N88°44'24"W 554.78 feet, with the north line of said 19.18 acre tract and the south line of said 17.54 acre tract and crossing Little Elm Creek (now located), to a recovered 1/2" rebar on the west top bank of said Little Elm Creek at the westerly northeast corner of said 35.889 acre tract and the northwest corner of said 19.18 acre tract, for an interior corner of this tract;

THENCE in a southeasterly direction generally along the southwest, south and west top bank and with the common line of said 19.18 acre tract and said 35.889 acre tract, the following eight (8) calls:

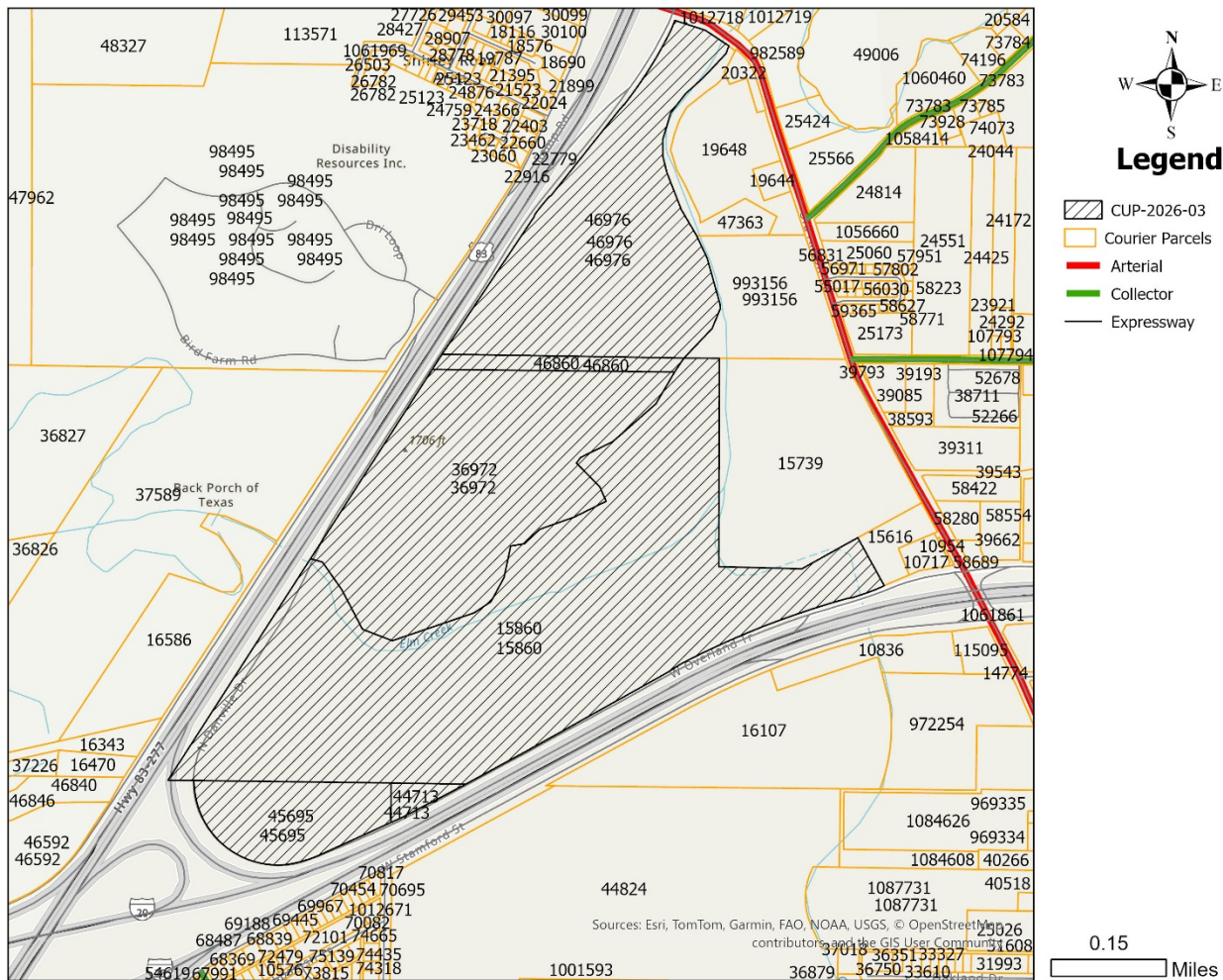
1. S52°32'08"E 192.50 feet, to a 3/8" rebar w/ GEOTEX cap set for an angle corner of this tract;
2. S55°05'40"E 331.46 feet, to a recovered 3/8" rebar, for an angle corner of this tract;
3. S88°58'27"E 746.00 feet, to a 3/8" rebar w/ GEOTEX cap set for an angle corner of this tract;
4. S86°59'27"E 262.50 feet, to a 3/8" rebar w/ GEOTEX cap set for an angle corner of this tract;
5. S62°00'27"E 199.00 feet, to a 3/8" rebar w/ GEOTEX cap set for an angle corner of this tract;
6. S40°01'27"E 131.70 feet, to a 3/8" rebar w/ GEOTEX cap set for an angle corner of this tract;
7. S12°04'27"E 122.50 feet, to a 3/8" rebar w/ GEOTEX cap set for an angle corner of this tract;
8. S00°01'27"E 209.65 feet, to a 3/8" rebar w/ GEOTEX cap set on the north line of said Del Mar Addition at the easterly southeast corner of said 35.889 acre tract and the southwest corner of said 19.18 acre tract, for easterly southeast corner of this tract;

THENCE N88°27'56"W 568.49 feet, with the north line of said Del Mar Addition and the northerly south line of said 35.889 acre tract, to a 3/8" rebar w/ GEOTEX cap set at the northwest corner of said Del Mar Addition at an interior corner of said 35.889 acre tract, for an interior corner of this tract, whence a recovered 3/8" rebar bears S75°W 2.3 feet;

THENCE S01°32'04"W 279.92 feet, with the easterly west line of said 35.889 acre tract and the west line of said Del Mar Addition, to the place of beginning and containing 83.84 acres of land.

Surveyed on the ground August 26 and 30, 2024.
Revised May 19, 2025 (boundary and area)

Located at 3799 N Danville Dr.



Setback:

Office - shall be set back no less than 190' from property line

RV Spaces – Shall be set back a minimum of 400' from property line

Density:

Shall be allowed a maximum of 200 spaces before an amended CUP concept plan and plan of operation would be required and approved by city council

EXHIBIT B



CONCEPTUAL RV PARK PROPOSED OVERALL SITE MAP

EXHIBIT C



PLAN OF OPERATIONS – REVISION 1

Northwest Abilene RV Park (Project No. 2513)

1. PROJECT DESCRIPTION

1.1) PROPERTY ADDRESS: 3799 North Danville Drive, Abilene, TX 79601

- i.) Note: Platting for the area of proposed improvements is being sought concurrently with the application for a Conditional Use Permit. As such, the address may undergo a change over the course of the project.

1.2) OWNER AND REPRESENTATIVE AGENT INFORMATION:

- i.) OWNER NAME: SPIT LLC
- ii.) OWNER POINT OF CONTACT: Matt Smith
- iii.) REPRESENTATIVE AGENT NAME: Clint Taylor, P.E.
- iv.) REPRESENTATIVE AGENT ROLE: Engineer
- v.) REPRESENTATIVE AGENT CONTACT:
 - a.) Email: clint.taylor@taylor-engineering.net
 - b.) Phone: 713-449-8332

1.3) CURRENT ZONING OF PROPOSED PROJECT AREA: Agricultural Open (AO)

1.4) SURROUNDING LAND USE: Agricultural Open (AO), Light Industrial (LI), Heavy Commercial (HC), Mobile Home (MH), General Commercial (GC), Highway/Roadway

1.5) PROPOSED USE: The proposed use of this property is for development into a Recreational Vehicle (RV) park. The RV park would be designed to accommodate long-term and short-term occupants, incorporate bath house, laundry, and workout facilities, and include park and recreational areas.

1.6) EXECUTIVE SUMMARY: The proposed project seeks to develop an RV park in the Northwest Abilene area near the intersection of US Highway 277 and Interstate-20. Located near the new Stargate data center, the park is ideally located to provide a flexible option for employees, as well as to provide a family-friendly destination near all the attractions Abilene has to offer. The proposed park would feature 147 total RV sites ranging from 55-foot to 85-foot in length and include both back-in and pull-through sites to allow guests to select the most optimal option for their preference and vehicle(s). All sites will include water, sewer, and electrical connections. The park and its amenities are designed with long-term and short-term guest stays in mind, featuring bath house, laundry, and workout facilities, landscaped areas, and parks and recreational areas to provide an enhanced guest experience.

2. OPERATIONAL DETAILS

2.1) HOURS OF OPERATION: The hours of operation of the Main Entrance Building are expected to be 8 AM to 5 PM, seven days a week. The RV sites themselves shall always be in operation, seven days a week.

2.2) NUMBER OF EMPLOYEES/OCCUPANTS:

- i.) The site is expected to operate with two (2) employees per day.
- ii.) The proposed design features a total of 147 sites. Assuming an average of two and a half (2.5) people per site, the maximum expected occupancy from park sites would be 368 people.



2.3) EXPECTED TRAFFIC: The typical length of short-term stay at a resort RV park is assumed to be approximately six (6) nights, while the typical length of a long-term stay at an RV park is assumed to be approximately three (3) months. Treating 75% (110 sites) of RV sites as designated long-term sites and 25% (37 sites) as designated short-term sites (per Land Development Code Section 4.2.11.4d), and assuming a maximum occupancy of 100%, this results in an expected guest turnover of fifty-two (52) arrivals and fifty-two (52) departures per week. Additionally, standard traffic from daily guest activities such as commuting to work, grocery shopping, or social outings is expected.

2.4) PARKING ARRANGEMENTS:

- i.) RV site parking arrangements. Each RV site is equipped with two (2) spaces to park a standard car as well as one (1) space to park an RV. The sizes of RV parking sites vary in size, type, and quantity as follows:
 - a.) 85-foot pull-through RV parking space, 15 total quantity (10.2% of total sites)
 - b.) 65-foot pull-through RV parking space, 59 total quantity (40.1% of total sites)
 - c.) 55-foot back-in RV parking space, 73 total quantity (49.7% of total sites)
- ii.) Main Entrance Building and Bath House, Laundry Room, and Workout Room parking arrangements. The proposed design features a total of fifteen (15) vehicle parking spaces at the Main Entrance Building, as well as twenty (20) vehicle parking spaces at the Bath House, Laundry Room, and Workout Room.

2.5) DELIVERIES/LOADING ACTIVITIES: Standard mail delivery is expected to be directed to the Main Entrance Building. Some minimal loading/unloading activities are possible for amenities such as vending machines or a small concessions store. However, no large-scale loading activities are anticipated, and the proposed design does not feature any sites, such as loading docks, intended for large-scale loading or unloading activities.

2.6) NOISE AND LIGHTING CONSIDERATIONS:

- i.) Noise considerations. Quiet hours shall be in effect from 10 PM to 8 AM daily. Guests shall be provided with rules regarding quiet hours and acceptable noise at the commencement of stay.
- ii.) Lighting considerations. Street lighting throughout the park shall consist of fully solar-powered streetlights. All streetlights shall be downward facing to minimize light pollution in the area. A courteous lighting policy shall be observed from 10 PM to 8 AM daily, with RV external lighting being dimmed or turned off. Guests shall be provided with rules regarding quiet hours and acceptable lighting at the commencement of stay.

3. COMPLIANCE AND COMPATIBILITY

3.1) LAND DEVELOPMENT CODE REQUIREMENTS:

- i.) Size, density, location, setbacks.
 - a.) Maximum site density. The park as currently proposed conforms to the requirement of no more than 10 units per acre.
 - b.) Minimum site size. The proposed area of improvements is greater than the minimum of 5 acres.
 - c.) Site location. The proposed site layout ensures the park maintains a minimum 300-foot distance between itself and any residentially zoned nearby areas, except Agricultural Open (AO) zoned areas.
 - d.) Size, marking and separation of individual sites.
 - 1) Each individual site within the proposed park includes space for one (1) recreational vehicle as well as two (2) individual vehicles, and an area of adequate space to fit a picnic table/grill.
 - 2) Sites shall be clearly marked at each corner, and shall be level, paved, and well drained.
 - 3) Each proposed site is spaced adequately to allow each travel trailer or recreational vehicle to maintain a minimum of 15-feet between itself and the next nearest travel trailer or permanent building.



- 4) The park layout is designed to ensure all minimum setback distances for travel trailers as outlined in Table 4-4 of the Land Development Code Section 4.2.11.2e are maintained.
- ii.) Ingress/egress.
 - a.) Public street. The park entrance/exit is directly linked to North Danville Drive, a service road running parallel to US Highway 277.
 - b.) Width and radius. The proposed ingress/egress roadway has a width of 36-feet and maintains a 25-foot curb radius.
 - c.) Paving. All roadways within the proposed park, to include ingress/egress roadway along with all interior roads, shall be hot mix roadway or concrete, while RV sites shall be concrete pavement, meeting paving requirements for all surfaces intended for vehicular use and parking.
 - d.) No access through residential zoning districts. The proposed design does not include any entrances or exits through a residential zoning district.
 - iii.) Miscellaneous requirements.
 - a.) Refuse containers or areas. The RV park shall ensure that adequate and conveniently located area(s) of refuse collection are provided for all guests in watertight and rodent-proof containers.
 - b.) Accessory uses. All proposed accessory use buildings are located greater than 50-feet from the nearest public street. The design shall ensure the sum total area occupied by these buildings is less than 10% of the total area.
 - c.) Duration of stay. To ensure compliance, up to 110 (75%) of the sites shall be designated as long-term (up to 12 months of stay with 60-day minimum interim before return), while a minimum of 37 (25%) of the sites shall be designated as short-term (up to 3-month stay with 60-day minimum interim before return).
 - d.) Sanitary facilities.
 - 1) The proposed Bath House design features four (4) total toilets, sinks, and showers for each sex, resulting in eight (8) total toilets, sinks, and showers at the Bath House, Laundry Room, and Workout Room Building.
 - 2) All RV sites shall have water, sewer, and electrical connections. Additionally, all RVs staying at the RV park will be required to have a toilet, shower, and sink.
 - 3) Buildings shall be well-lighted, ventilated, and be constructed of such material to permit rapid and satisfactory cleaning, scouring, and washing.
 - e.) Register of guests. The operator(s) of the park shall be responsible for maintaining a register of guests which encompasses name and address of each guest, in addition to arrival/departure dates, make, model, year, license number, and state of all vehicles.
 - f.) Landscaping requirements.
 - 1) The park shall be landscaped to provide a Type B buffer along all rear and side property lines.
 - 2) A minimum of 2.5% of the total park area shall be landscaped.
 - 3) As the proposed park includes more than 50 sites, appropriate directional signage and clearly labelled site numbers shall be present.



3.2) MEASURES OF MITIGATION TO IMPACT ON SURROUNDING PROPERTIES: Multiple measures shall be put in place to mitigate impact of development on surrounding properties.

- i.) The proposed layout is located in an area with geographical features providing a natural ridge and barrier to further prevent noise or light pollution even beyond measures as described in the above "Operation Details" section of this document.
- ii.) Design shall ensure that peak drainage runoff is equal to or less than pre-developed conditions for up to a 100-year event.
- iii.) All design decisions shall be made and implemented with an awareness and regard for all neighboring properties, and mitigations to ensure minimal impact shall be put in place.

4. SAFETY AND INFRASTRUCTURE

- 4.1) ROUTE OF INGRESS/EGRESS: The current route of ingress/egress consists of a 36-foot roadway connecting from the RV park to North Danville Drive, a service road running parallel to US Highway 277.
- 4.2) FIRE SAFETY: The proposed design incorporates a fire hydrant connected to a 6-inch water line and located near the Main Entrance Building. Access to fire emergency personnel would be provided via the main entrance located off North Danville Drive.
- 4.3) EMERGENCY ACCESS: Emergency access is provided via the entrance/exit off North Danville Drive. All internal roadways shall be of 30-foot width (excluding main ingress/egress roadway which is 36-feet wide) and with a minimum 25-foot turning radius, allowing emergency vehicles direct access to all sites.
- 4.4) ADA COMPLIANCE: The Main Office Building shall feature one (1) standard accessible parking space, and the Bath House, Laundry Room, and Workout Room shall feature two (2) standard accessible parking spaces. All buildings and related sidewalks will be in accordance with ADA requirements.

END

ZONING CASE CUP-2026-03 STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: February 3, 2026
City Council 1st Read: February 26, 2026
City Council 2nd Read: March 12, 2026

Applicant

Owner: SPIT LLC
Agent: Clint Taylor

Case Manager

Clarissa Ivey – Planner

Request

A Conditional Use Permit to allow a Recreational Vehicle Park in Agricultural Open (AO) Zoning.

Location

Located at 3799 N Danville Drive.

Legal description being approximately 239.86 acres, being part of the W.W. Sills Survey No. 23, part of the W.W. Sills Survey No. 24, part of the L. Bowerman Survey No. 84, part of the R. Turner Survey No. 25 and part of the J. Shipman Survey No. 85, Abilene, Taylor County, Texas.

Background

The subject property has remained mostly undeveloped except for a billboard that was erected along N Danville Dr. The applicant is proposing a 147 RV space Recreational Vehicle Park within the Agricultural Open (AO) zoning.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Vacant
East	AO	Residence
South	HC	Residence/Vacant Lot
West	PD-50	Vacant

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 for recreational vehicle parks in Agricultural Open (AO) zoning
- 3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse**

impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.

The proposed use would be appropriate with the surrounding uses. All required improvements and/or adverse impacts will be addressed during the site plan and platting stages.

- 4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**

The proposed use will generate additional pedestrian or vehicular traffic, but staff does not believe it will be hazardous or conflicting with the existing traffic for the service road.

- 5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**

Any requirements for roadway and/or traffic adjustments will be addressed during the platting and site plan stages.

- 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. Additionally, a buffer is required along all side and rear property lines.

- 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.

Planning and Zoning Commission Recommendation

P&Z recommends **approval** of the Conditional Use Permit, subject to the concept plan and plan of operation.

Attachments

- Concept Plan
- Plan of Operation
- PowerPoint Presentation
- Metes & Bounds

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
BOLTON COMMERCIAL PROPERTY LLC	15616	3518 OLD ANSON RD	
CROWNOVER DICK R	47363		
CROWNOVER DICK R	19648		
CROWNOVER DICK R	20322	4050 OLD ANSON RD	

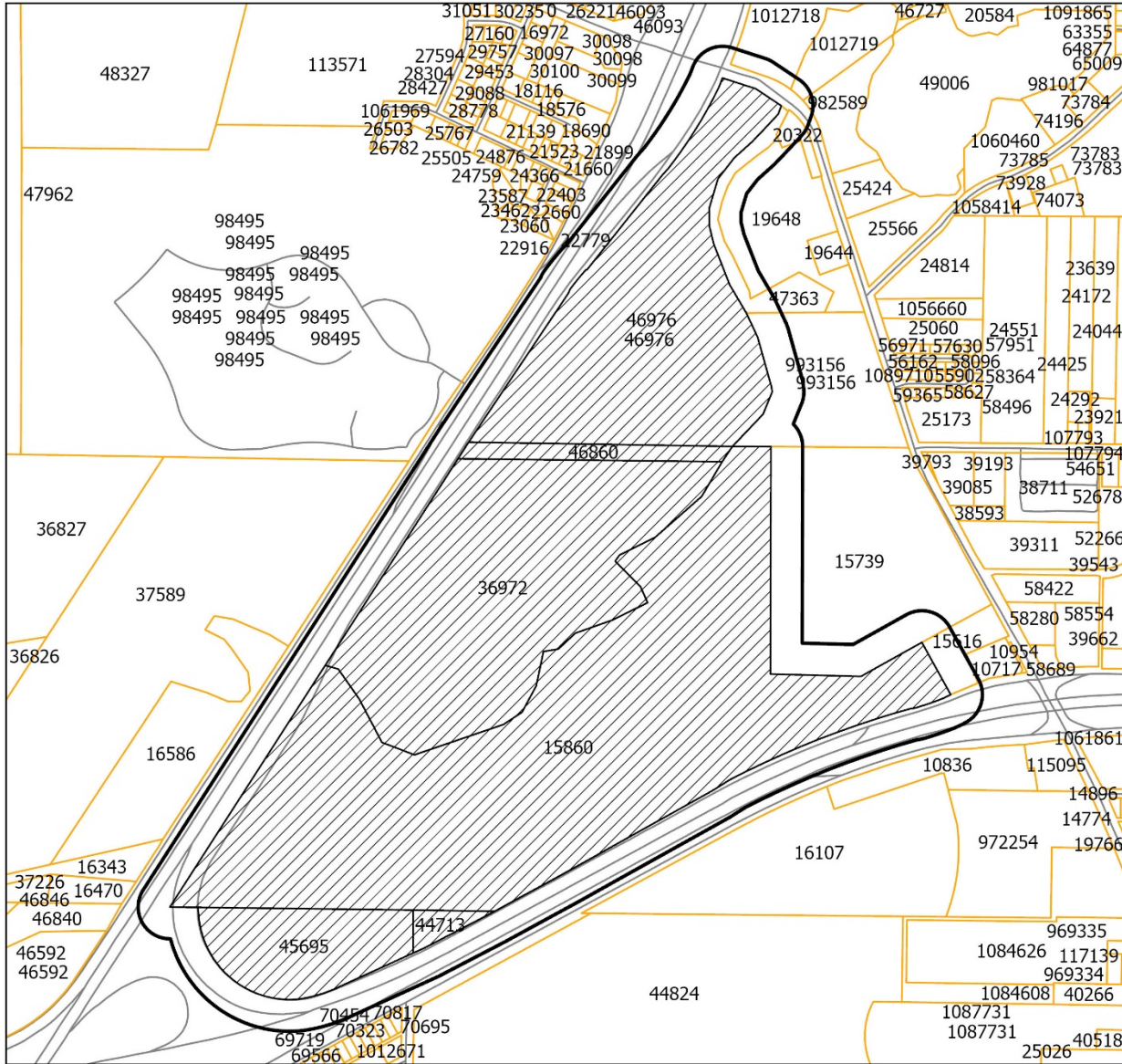
DEAVER DAVID C & PAMELA B	982589		
DEAVER DAVID C & PAMELA B	1012719		
DEAVER DAVID C & PAMELA B	1012718		
FRAZIER JOE & BRENDA	993156	3750 OLD ANSON RD	O
FRAZIER JOE & BRENDA	993156	3706 OLD ANSON RD	O
GAP BROADCASTING ABILENE LLC	15739	3600 OLD ANSON RD	
LU STEPHANIE	10717		
SPIT LLC	46860		F
SPIT LLC	46976	3799 N DANVILLE DR	F
SPIT LLC	46976	3799 X N DANVILLE DR	F
SPIT LLC	15860	3060 W OVERLAND TR	F
SPIT LLC	44713		F
SPIT LLC	36972	3601 N DANVILLE DR	F
SPIT LLC	45695		F

PROPERTY ID

Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
LU STEPHANIE	10717		
BOLTON COMMERCIAL PROPERTY LLC	15616	3518 OLD ANSON RD	
GAP BROADCASTING ABILENE LLC	15739	3600 OLD ANSON RD	
SPIT LLC	15860	3060 W OVERLAND TR	F
CROWNOVER DICK R	19648		
CROWNOVER DICK R	20322	4050 OLD ANSON RD	
SPIT LLC	36972	3601 N DANVILLE DR	F
SPIT LLC	44713		F
SPIT LLC	45695		F
SPIT LLC	46860		F
SPIT LLC	46976	3799 N DANVILLE DR	F
SPIT LLC	46976	3799 X N DANVILLE DR	F
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FRAZIER JOE & BRENDA	993156	3706 OLD ANSON RD	O
DEAVER DAVID C & PAMELA B	1012718		
DEAVER DAVID C & PAMELA B	1012719		

NOTIFICATION MAP

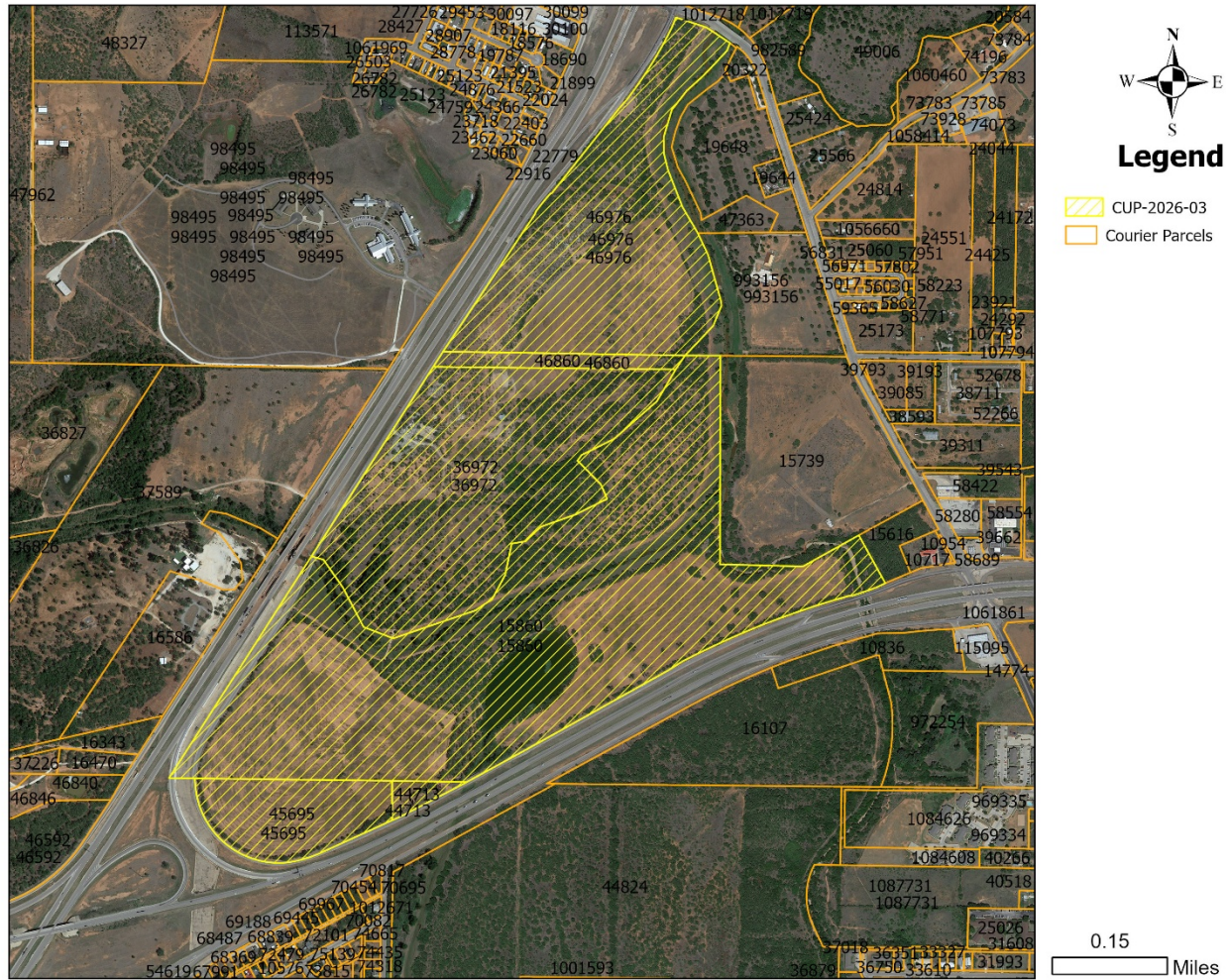


Legend

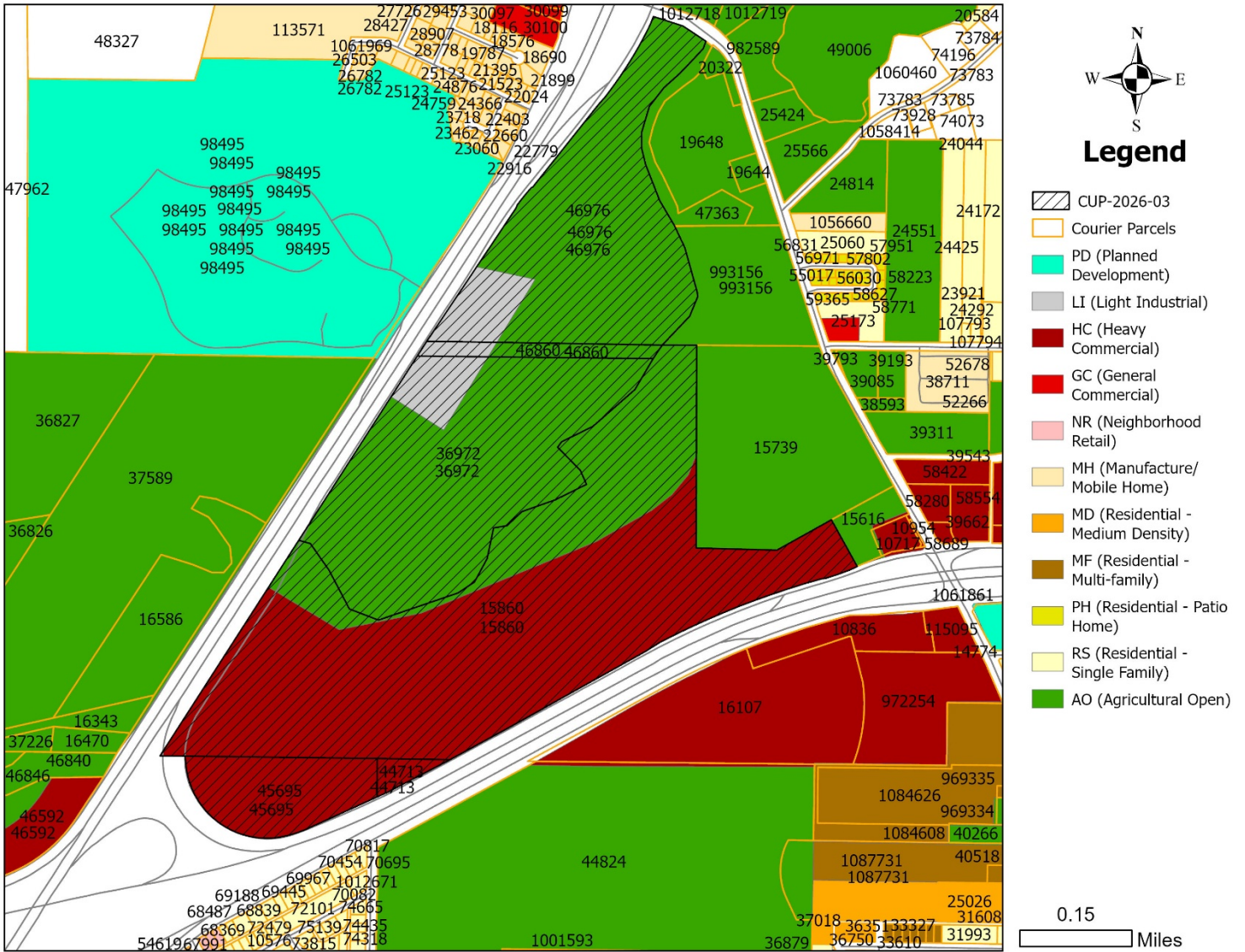
- CUP-2026-03
- Notification Area
- Courier Parcels

0.15
Miles

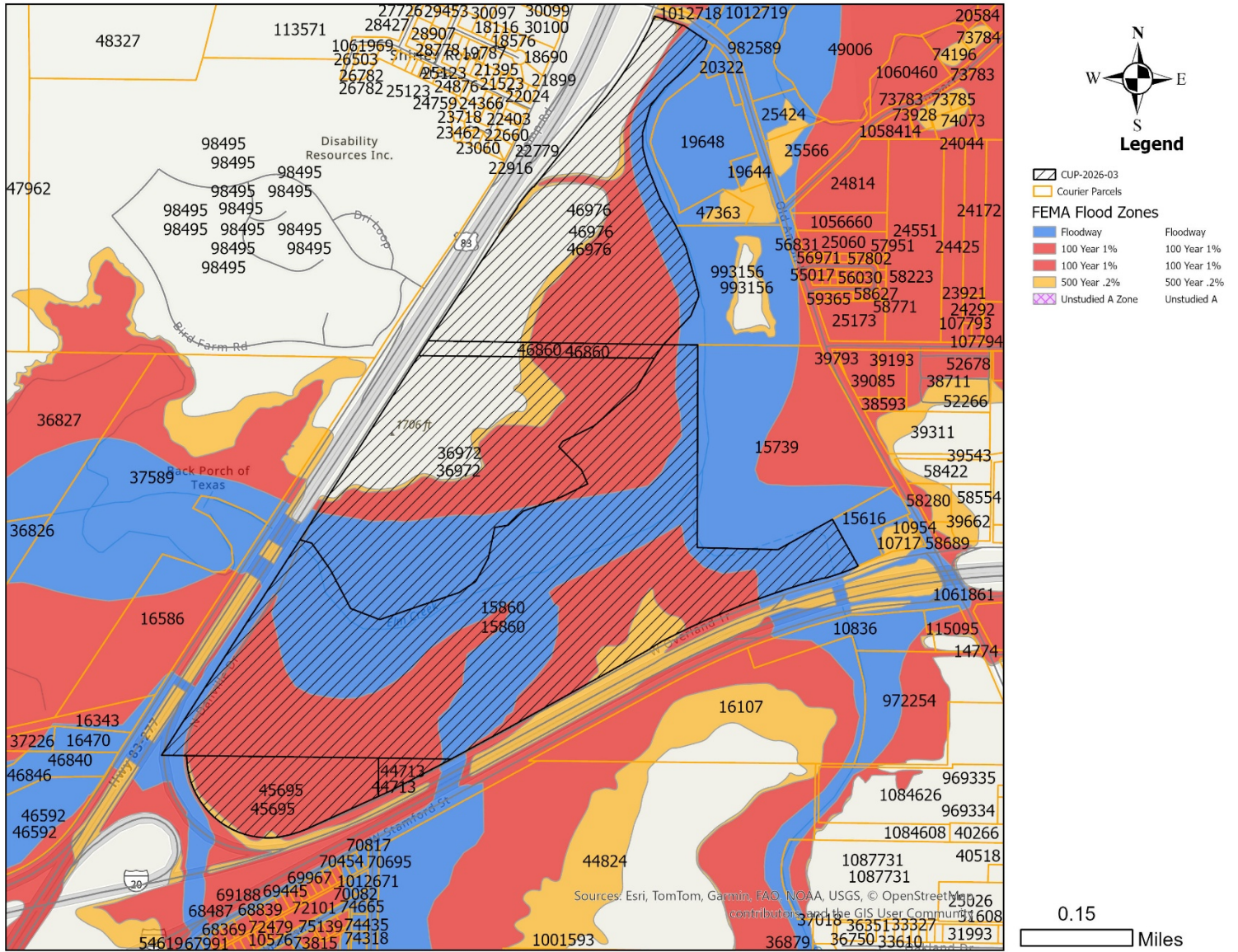
LOCATION MAP



ZONING MAP



FLOOD MAP



CONCEPT PLAN



GENERAL NOTES:
1. OVERALL AERIAL MAP CREATED FROM UNMANNED AERIAL SYSTEM (UAS) ON OCTOBER 30, 2025.



CONCEPTUAL RV PARK PROPOSED OVERALL SITE MAP

THIS SHEET INTENDED TO
BE IN COLOR

NO.	REVISION	DATE
1	DRAFT CONCEPTUAL LAYOUT GRAPHICS	11/18/2025
2	DRAFT CONCEPTUAL LAYOUT GRAPHICS	12/22/2025
3	DRAFT CONCEPTUAL LAYOUT GRAPHICS	12/31/2025
4	DRAFT CONCEPTUAL LAYOUT GRAPHICS	01/07/2026

THIS DOCUMENT IS RELEASED FOR REVIEW ONLY UNDER THE
AUTHORITY OF CLINT A. TAYLOR, TEXAS P.E. (C2286) AND IS NOT
TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.



TAYLOR ENGINEERING
INFO@TAYLOR-ENGINEERING.NET
FIRM REG. NO. 24630
735-468-5332

DESIGNED BY:

CLINT A. TAYLOR, P.E.
ASST. TO OWNER
JAN 14/25 (20)

DATE:

01/07/2026

SCALE:

1" = 500'

SPIT LLC
NORTHWEST ABILENE
LUXURY RV PARK

CONCEPTUAL RV PARK
PROPOSED OVERALL SITE MAP

PROJECT NO.

2513

SHEET NO.

C-4

SEQUENCE NO.

4 OF 4



PLAN OF OPERATIONS – REVISION 1

Northwest Abilene RV Park (Project No. 2513)

1. PROJECT DESCRIPTION

1.1) PROPERTY ADDRESS: 3799 North Danville Drive, Abilene, TX 79601

- i.) Note: Platting for the area of proposed improvements is being sought concurrently with the application for a Conditional Use Permit. As such, the address may undergo a change over the course of the project.

1.2) OWNER AND REPRESENTATIVE AGENT INFORMATION:

- i.) OWNER NAME: SPIT LLC
- ii.) OWNER POINT OF CONTACT: Matt Smith
- iii.) REPRESENTATIVE AGENT NAME: Clint Taylor, P.E.
- iv.) REPRESENTATIVE AGENT ROLE: Engineer
- v.) REPRESENTATIVE AGENT CONTACT:
 - a.) Email: [REDACTED]
 - b.) Phone: [REDACTED]

1.3) CURRENT ZONING OF PROPOSED PROJECT AREA: Agricultural Open (AO)

1.4) SURROUNDING LAND USE: Agricultural Open (AO), Light Industrial (LI), Heavy Commercial (HC), Mobile Home (MH), General Commercial (GC), Highway/Roadway

1.5) PROPOSED USE: The proposed use of this property is for development into a Recreational Vehicle (RV) park. The RV park would be designed to accommodate long-term and short-term occupants, incorporate bath house, laundry, and workout facilities, and include park and recreational areas.

1.6) EXECUTIVE SUMMARY: The proposed project seeks to develop an RV park in the Northwest Abilene area near the intersection of US Highway 277 and Interstate-20. Located near the new Stargate data center, the park is ideally located to provide a flexible option for employees, as well as to provide a family-friendly destination near all the attractions Abilene has to offer. The proposed park would feature 147 total RV sites ranging from 55-foot to 85-foot in length and include both back-in and pull-through sites to allow guests to select the most optimal option for their preference and vehicle(s). All sites will include water, sewer, and electrical connections. The park and its amenities are designed with long-term and short-term guest stays in mind, featuring bath house, laundry, and workout facilities, landscaped areas, and parks and recreational areas to provide an enhanced guest experience.

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2.1) HOURS OF OPERATION: The hours of operation of the Main Entrance Building are expected to be 8 AM to 5 PM, seven days a week. The RV sites themselves shall always be in operation, seven days a week.

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 - a.) Public street. The park entrance/exit is directly linked to North Danville Drive, a service road running parallel to US Highway 277.
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- 4.3) EMERGENCY ACCESS: Emergency access is provided via the entrance/exit off North Danville Drive. All internal roadways shall be of 30-foot width (excluding main ingress/egress roadway which is 36-feet wide) and with a minimum 25-foot turning radius, allowing emergency vehicles direct access to all sites.
- 4.4) ADA COMPLIANCE: The Main Office Building shall feature one (1) standard accessible parking space, and the Bath House, Laundry Room, and Workout Room shall feature two (2) standard accessible parking spaces. All buildings and related sidewalks will be in accordance with ADA requirements.

10.i. Tract 1

10.j. does not affect this property. (591/103)

10.l. does not affect this property. (814/14)

10.m. subject to, shown hereon. (816/529)

10.n. subject to, shown hereon. (843/984)

10.o. does not affect this property. (907/700)

10.p. subject to, shown hereon. (1641/770)

10.q. subject to, shown hereon. (1678/890)

10.r. subject to, shown hereon. (1895/821)

10.s. Tract 2

10.t. does not affect this property. (197/620)

10.u. does not affect this property. (329/404)

10.v. does not affect this property. (561/140)

10.w. does not affect this property. (562/154)

10.x. does not affect this property. (499/400)

10.y. does not affect this property. (539/47)

10.aa. does not affect this property. (566/543)

10.bb. subject to, shown hereon. (581/377)

10.cc. subject to, shown hereon. (606/287)

10.dd. subject to, shown hereon, (816/532 Tract 1)

10.ee. subject to, shown hereon. (840/701)

10.fff. subject to, shown hereon. (872/608)

10.ii. subject to, shown hereon. (1133/871)

10.kk. subject to, unable to determine. (1355/747)

10.ll. subject to, shown hereon. (1497/155)

10.mm. subject to, shown hereon. (1641/774)

10.nn. subject to, shown hereon. (1777/350)

10.oo. subject to, shown hereon. (1895/821)

10.pp. subject to, shown hereon. (2019-13010)

10.uu. Tract 4

10.xx. does not affect this property. (508/216)

10.yy. does not affect this property. (563/614)

10.zz. does not affect this property. (596/501)

10.aaa. does not affect this property. (859/650)

EASEMENT NOTE: There may be easements on or near this property which are not reflected by title commitment or this survey plat. Due to the relocation of Elm Creek Channel and obliteration of original Elm Creek, certain easements were plotted to the best ability of this surveyor. Easement locations may not be exact.

Matthew Smith and
Kyera Smith
3060 West Overland Trail
3061 North Danville Drive
Abilene, Texas 79603
GF No. 22-392

R. TURNER
SURVEY NO. 25

W.W. SILLS SURVEY
NO. 24

L. BOWERMAN
SURVEY NO. 83

L. BOWERMAN
SURVEY NO. 84

// R. TURNER
// SURVEY NO. 25

239.86 ACRES

Part of: Tract One (47.022 Ac.),
All of Tract Four (1.5 Ac.),
Part of Tract Two (181.96 Ac.) and
Part of Tract Three (12.92 Ac.)
Vol. 3027, Page 373, O.P.R.

L. BOWERMAN SURVEY NO. 84

J. SHIPMAN SURVEY NO. 85

Ch.=S65°18'36"W 724.63'
L.=725.12' R.=5691.65'
(R.=5691.65')

Ch.=N81°50'45"W 522.96'
L.=546.33' R.=535.70'
(L.=546.21') (R.=535.14')

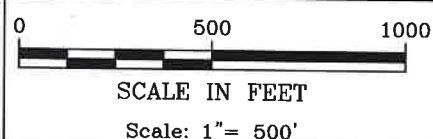
I hereby certify to Matthew Smith, Kyera Smith and True Title Company, the above to be a correct plat of 239.86 acres of land, being part of the W.W. Sills Survey No. 23, part of the W.W. Sills Survey No. 24, part of the L. Bowerman Survey No. 84, part of the R. Turner Survey No. 25 and part of the J. Shipman Survey No. 85, Taylor County, Texas, said 239.86 acres being part of a called 47.022 acre tract designated Tract One, part of a called 181.96 acre tract designated Tract Two, part of a called 12.92 acre tract designated Tract Three and all of a called 1.5 acre tract designated Tract Four, all described in a deed to Joseph Hantman, of record in Volume 3027, Page 373, Official Public Records, Taylor County, Texas (O.P.R.T.C.T.) and being more particularly described as follows:

Surveyed on the ground June 30, 2022.

There are no visible or apparent protrusions or overlapping of improvements upon or off this property other than shown. (Fences are not entirely upon property lines.)

GEOTEX PROPERTY SOLUTIONS
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79605
325-677-6712
Firm Registration No. 10194134

File No: 122-23-22
File Name: 3060 West Overland Trail
Location: D:\ATaylor\2022\
Geotex Property Solutions Drawn by:
© 2022 All Rights Reserved RL



Legend

- = Found 3/8" rebar
- = Existing Concrete Highway Monument
- = Set 3/8" rebar
- x- = Fence
- R/W = Right of Way
- Ch. = Chord
- R. = Radius
- L. = Length
- = Power Pole
- E- = Overhead Power Line
- c— = Down Guy and Anchor
-  = 28" Mesquite Tree
- D.R. = Deed Records
- O.P.R. = Official Public Records
- P.O.B. = Place of Beginning
- Ac. = Acres
- () = Recorded Call
- W.T.U. = West Texas Utilities Company
- W.L.E. = Water Line Easement
- U.E. = Utility Easement



FIELD NOTES
239.86 ACRES

BEING 239.86 acres of land, being part of the W.W. Sills Survey No. 23, part of the W.W. Sills Survey No. 24, part of the L. Bowerman Survey No. 84, part of the R. Turner Survey No. 25 and part of the J. Shipman Survey No. 85, Taylor County, Texas, said 239.86 acres being part of a called 47.022 acre tract designated Tract One, part of a called 181.96 acre tract designated Tract Two, part of a called 12.92 acre tract designated Tract Three and all of a called 1.5 acre tract designated Tract Four, all described in a deed to Joseph Hantman, of record in Volume 3027, Page 373, Official Public Records, Taylor County, Texas (O.P.R.T.C.T.) and being more particularly described as follows:

BEGINNING at a recovered concrete highway monument at the intersection of the east right-of-way line of North Danville Drive (U.S. Highway 277-83) with the south line of Old Anson Road at the northwest corner of said 47.022 acre Tract One, for the northwest corner of this tract;

THENCE S71°44'12"E 293.13 feet, with the north line of said 47.022 acre Tract One and the south line of said Old Anson Road, to a 3/8" rebar set at the west corner of a called 0.039 acre tract conveyed to City of Abilene, of record in Volume 1641, Page 766, O.P.R.T.C.T., for an angle corner of this tract;

THENCE S52°55'14"E 123.23 feet, with the south line of said 0.039 acre tract, to a point in the approximate centerline of the new Elm Creek Channel and being on the east line of said 47.022 acre Tract One and the west line of a called 16.63 acre tract designated Tract #2, of record in Document No. 2013-11065, O.P.R.T.C.T., for the most northerly northeast corner of this tract;

THENCE in a southerly direction with the approximate centerline of the new Elm Creek Channel, the east line of said 47.022 acre Tract One and the approximate west line of said 16.63 acre tract, the following thirteen (13) calls:

1. S20°46'05"W 67.06 feet, to a point for angle corner of this tract;
2. S43°37'43"W 242.19 feet, to a point for angle corner of this tract;
3. S46°31'05"W 143.00 feet, to a point for angle corner of this tract;
4. S38°28'05"W 168.00 feet, to a point for angle corner of this tract;
5. S17°04'05"W 194.00 feet, to a point for angle corner of this tract;
6. S00°01'55"E 113.30 feet, to a point for angle corner of this tract;
7. S13°22'55"E 117.60 feet, to a point for angle corner of this tract;
8. S22°09'55"E 273.40 feet, to a point for angle corner of this tract;
9. S26°40'55"E 165.40 feet, to a point for angle corner of this tract;
10. S20°27'55"E 365.00 feet, to a point for angle corner of this tract;
11. S14°16'55"E 212.70 feet, to a point at the intersection of the new creek channel with the old creek channel on the east line of said Survey No. 24, for angle corner of this tract;
12. S33°52'05"W 202.00 feet, to a point for angle corner of this tract;
13. S45°13'05"W 244.92 feet, to a point at the southwest corner of said 16.63 acre tract, for an interior corner of this tract;

THENCE S89°57'22"E 271.23 feet, with the south line of said 16.63 acre tract, to a 3/8" rebar set at the northeast corner of said 181.96 acre Tract Two and the northwest corner of Frazier Addition, of record in Cabinet 4, Slide 109, Plat Records, Taylor County, Texas, for the mid-northeast corner of this tract;

THENCE S00°09'37"E 1424.80 feet, with the east line of said 181.96 acre Tract Two and the west line of said Frazier Addition, to a 28" mesquite tree at an interior corner of said 181.96 acre Tract Two, for an interior corner of this tract;

THENCE in an easterly direction with the southerly north of said 181.96 acre Tract Two and the south line of said Frazier Addition, the following two (2) calls:

1. S89°49'37"E 572.50 feet, to a 3/8" rebar set for angle corner of this tract;
2. N62°41'23"E 441.80 feet, to a 3/8" rebar set for the most southerly northeast corner of this tract;

THENCE S29°01'37"E 376.40 feet, with the most easterly line of said 181.96 acre Tract Two, to a recovered 3/8" rebar on the northwest right-of-way line of West Overland Trail (Interstate Highway 20) at the extreme southeast corner of said 181.96 acre Tract Two, for the southeast corner of this tract;

THENCE in a southwesterly direction with the northwest right-of-way line of West Overland Trail, the southeasterly line of said 181.96 acre Tract Two, the southeasterly line of said 12.92 acre Tract Three and the southeasterly line of said 1.5 acre tract Four, the following eight (8) calls:

1. S67°32'02"W 148.41 feet, to a recovered 3/8" rebar at the beginning of a non-tangent curve to the left, for a corner of this tract;
2. Along said curve having a radius of 5880.00 feet, an arc length of 1469.89 feet and a long chord bearing S68°42'03"W 1466.06 feet, to a recovered concrete highway monument at the end of said curve, for a corner of this tract;
3. S61°27'30"W 1909.91 feet, to a 3/8" rebar set at the beginning of a curve to the right, for a corner of this tract;
4. Along said curve having a radius of 5691.65 feet, an arc length of 725.12 feet and a long chord bearing S65°18'36"W 724.63 feet, to a recovered concrete highway monument at the end of said curve, for a corner of this tract;
5. S68°38'04"W 150.00 feet, to a recovered concrete highway monument at the beginning of a curve to the right, for a corner of this tract;
6. Along said curve having a radius of 535.70 feet, an arc length of 546.33 feet and a long chord bearing N81°50'45"W 522.96 feet, to a 3/8" rebar set at the end of said curve, for a corner of this tract;
7. N52°35'45"W 16.37 feet, to a recovered concrete highway monument at the beginning of a curve to the right, for a corner of this tract;
8. Along said curve having a radius of 535.70 feet, an arc length of 799.37 feet and a long chord bearing N09°43'15"W 727.24 feet, to a recovered concrete highway monument at the end of said curve, being on the southeast right-of-way line of said North Danville Drive, for a corner of this tract;

THENCE in a northeasterly direction with the southeast right-of-way line of said North Danville Drive, the northwesterly of said 181.96 acre Tract Two and the northwesterly line of said 47.022 acre Tract One, the following ten (10) calls:

1. N33°00'33"E 693.03 feet, to a recovered concrete right-of-way monument, for a corner of this tract;
2. N32°42'59"E 549.62 feet, to a recovered concrete highway monument, for a corner of this tract;
3. N23°16'05"E 561.40 feet, to a recovered concrete highway monument, for a corner of this tract;
4. N33°01'32"E 419.28 feet, to a recovered concrete highway monument, for a corner of this tract;
5. N33°04'05"E 1468.46 feet, to a recovered concrete highway monument, for a corner of this tract;
6. N33°24'29"W 543.36 feet, to a 3/8" rebar set at the beginning of a curve to the right, for a corner of this tract;
7. Along said curve having a radius of 1811.50 feet, an arc length of 190.39 feet and a long chord bearing N35°51'39"E 190.30 feet, to a recovered concrete highway monument at the end of said curve, for a corner of this tract;
8. N38°45'40"E 313.18 feet, to a recovered concrete highway monument, for a corner of this tract;
9. N39°03'05"E 438.24 feet, to a recovered concrete highway monument at the beginning of a curve to the left, for a corner of this tract;
10. Along said curve having a radius of 2855.70 feet, an arc length of 725.21 feet and a long chord bearing N31°55'56"E 723.26 feet, to the place of beginning and containing 239.86 acre of land.

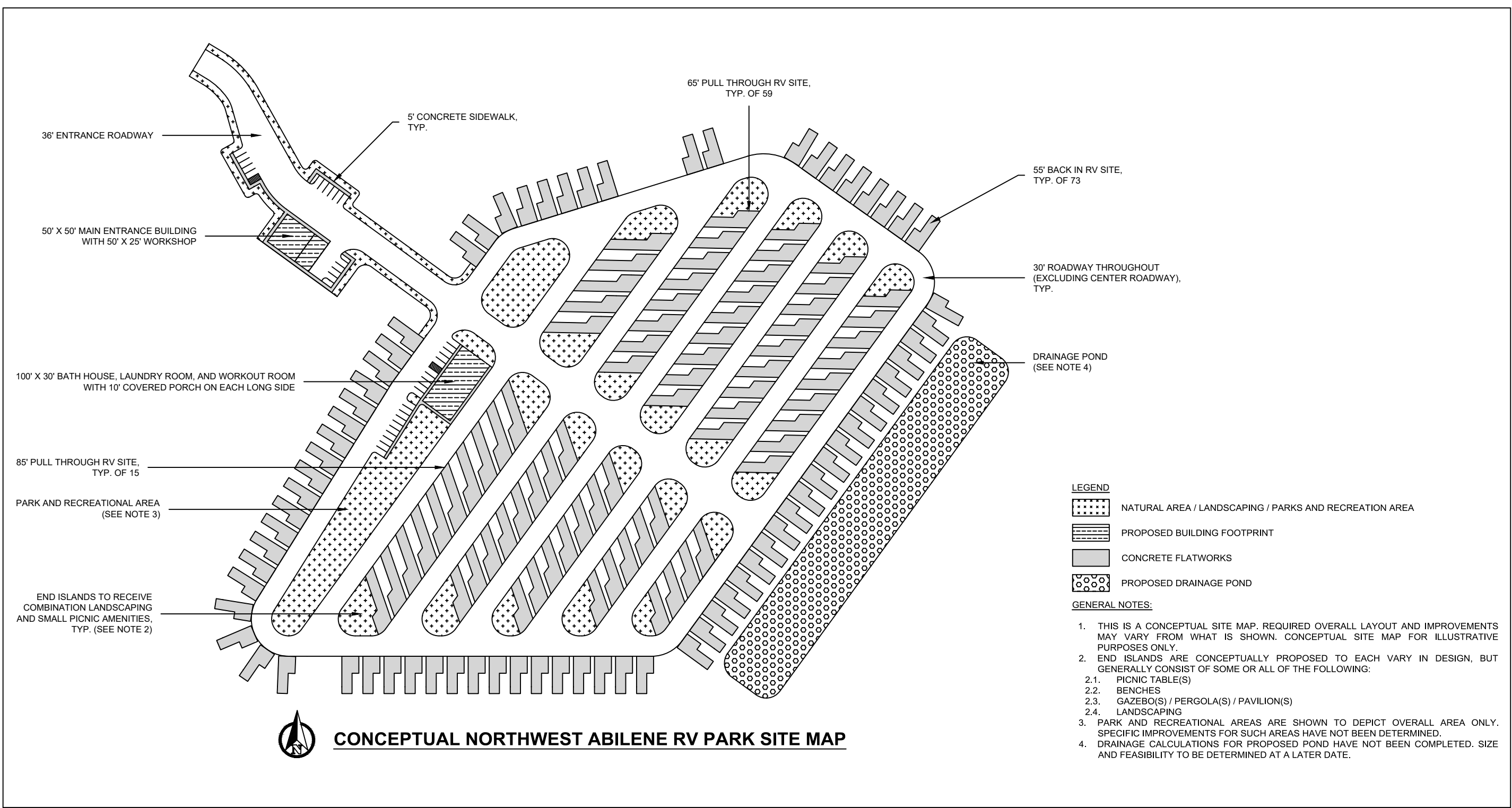
Surveyed on the ground June 30, 2022.

SEE ACCOMPANYING PLAT

Geotex Property Solutions
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79605
(325) 677-6712
File # 122-23-22-239.86ac.
Firm Registration No. 10194134


Rex D. Haas
R. P. L. S. #4378





NO.	REVISION	DATE
1	DRAFT CONCEPTUAL LAYOUT GRAPHICS	11/18/2025
2	DRAFT CONCEPTUAL LAYOUT GRAPHICS	12/22/2025
3	DRAFT CONCEPTUAL LAYOUT GRAPHICS	12/31/2025
4	DRAFT CONCEPTUAL LAYOUT GRAPHICS	01/07/2026

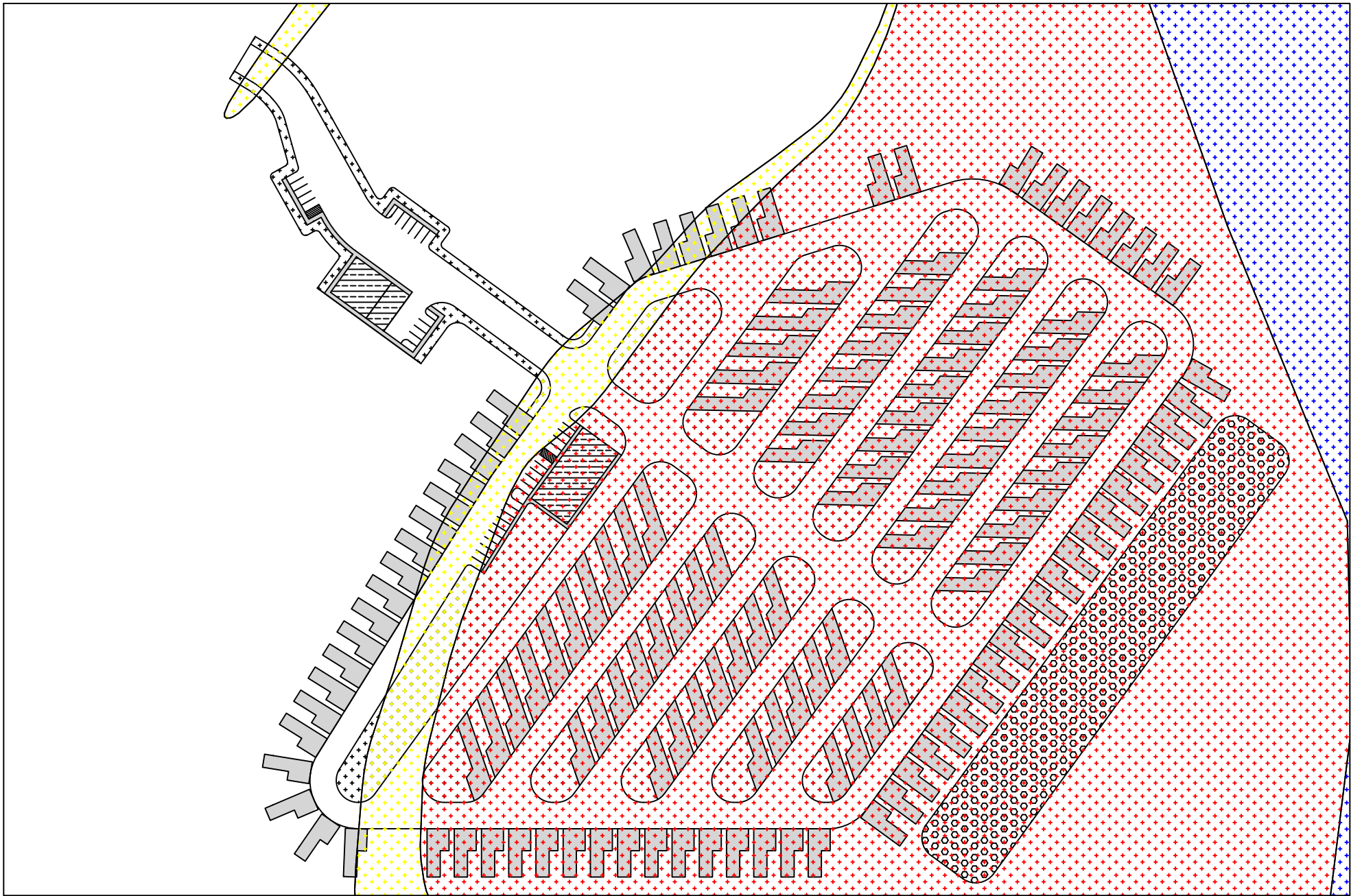
THIS DOCUMENT IS RELEASED FOR REVIEW ONLY UNDER THE AUTHORITY OF CLINT J. TAYLOR, TEXAS P.E. 142258 AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.



TAYLOR ENGINEERING
INFO@TAYLOR-ENGINEERING.NET
FIRM REG. NO. 24830
713-449-8332

DESIGNED BY: CLINT J. TAYLOR, P.E. AIDYN TURK JIM TAYLOR
DATE: 01/07/2026
SCALE: 1" = 150'

SPIT LLC NORTHWEST ABILENE LUXURY RV PARK CONCEPTUAL NORTHWEST ABILENE RV PARK SITE MAP	PROJECT NO. 2513
	SHEET NO. C-1
	SEQUENCE NO. 1 OF 4



**CONCEPTUAL RV PARK ESTIMATED FLOODWAY, ZONE
AE, AND ZONE X**

LEGEND

- ESTIMATED FLOODWAY
- ESTIMATED ZONE AE (100 YEAR)
- ESTIMATED ZONE X (500 YEAR)

GENERAL NOTES:

- ESTIMATED FLOODWAY, ZONE AE (100 YEAR), AND ZONE X (500 YEAR) DATA FROM FEMA'S NATIONAL FLOOD HAZARD LAYER (NFHL) VIEWER DOWNLOADED ON 11/18/2025.

THIS SHEET INTENDED TO
BE IN COLOR

NO.	REVISION	DATE
1	DRAFT CONCEPTUAL LAYOUT GRAPHICS	11/18/2025
2	DRAFT CONCEPTUAL LAYOUT GRAPHICS	12/22/2025
3	DRAFT CONCEPTUAL LAYOUT GRAPHICS	12/31/2025
4	DRAFT CONCEPTUAL LAYOUT GRAPHICS	01/07/2026

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INFO@TAYLOR-ENGINEERING.NET
FIRM REG. NO. 24830
713-449-8332

DESIGNED BY:
CLINT J. TAYLOR, P.E.
AIDYN TURK
JIM TAYLOR

DATE:
01/07/2026

SCALE:
1" = 150'

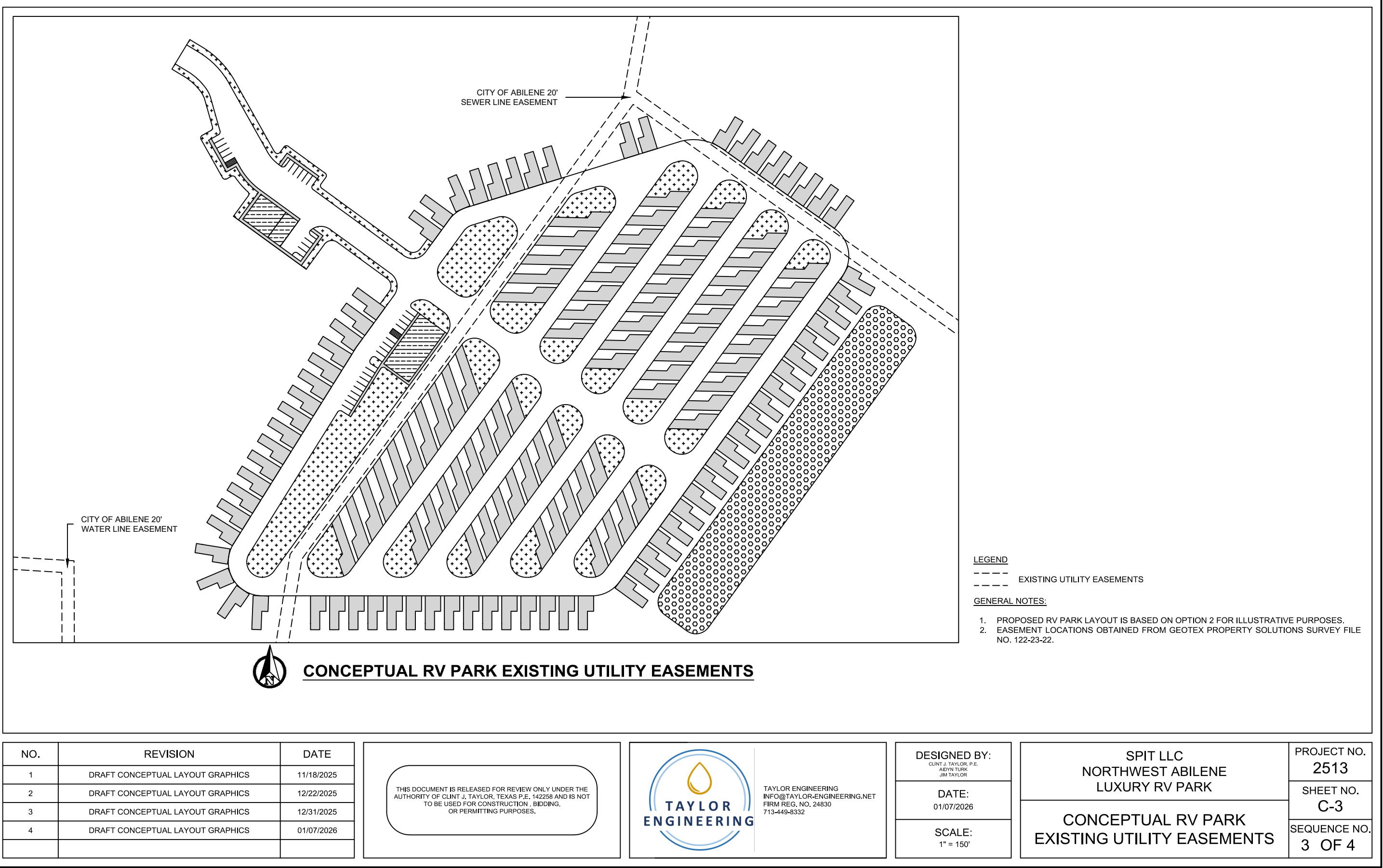
SPIT LLC
NORTHWEST ABILENE
LUXURY RV PARK

CONCEPTUAL RV PARK
ESTIMATED FLOODWAY,
ZONE AE, AND ZONE X

PROJECT NO.
2513

SHEET NO.
C-2

SEQUENCE NO.
2 OF 4



NO.	REVISION	DATE
1	DRAFT CONCEPTUAL LAYOUT GRAPHICS	11/18/2025
2	DRAFT CONCEPTUAL LAYOUT GRAPHICS	12/22/2025
3	DRAFT CONCEPTUAL LAYOUT GRAPHICS	12/31/2025
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INFO@TAYLOR-ENGINEERING.NET
FIRM REG. NO. 24830
713-449-8332

DESIGNED BY: CLINT J. TAYLOR, P.E. AIDYN TURK JIM TAYLOR
DATE: 01/07/2026
SCALE: 1" = 150'

SPIT LLC NORTHWEST ABILENE LUXURY RV PARK CONCEPTUAL RV PARK EXISTING UTILITY EASEMENTS	PROJECT NO. 2513
	SHEET NO. C-3
	SEQUENCE NO. 3 OF 4



- GENERAL NOTES:
1. OVERALL AERIAL MAP CREATED FROM UNMANNED AERIAL SYSTEM (UAS) ON OCTOBER 30, 2025.



CONCEPTUAL RV PARK PROPOSED OVERALL SITE MAP

THIS SHEET INTENDED TO
BE IN COLOR

NO.	REVISION	DATE
1	DRAFT CONCEPTUAL LAYOUT GRAPHICS	11/18/2025
2	DRAFT CONCEPTUAL LAYOUT GRAPHICS	12/22/2025
3	DRAFT CONCEPTUAL LAYOUT GRAPHICS	12/31/2025
4	DRAFT CONCEPTUAL LAYOUT GRAPHICS	01/07/2026

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OR PERMITTING PURPOSES.



TAYLOR ENGINEERING
INFO@TAYLOR-ENGINEERING.NET
FIRM REG. NO. 24830
713-449-8332

DESIGNED BY:
CLINT J. TAYLOR, P.E.
AIDYN TURK
JIM TAYLOR

DATE:
01/07/2026

SCALE:
1" = 500'

SPIT LLC
NORTHWEST ABILENE
LUXURY RV PARK

CONCEPTUAL RV PARK
PROPOSED OVERALL SITE MAP

PROJECT NO.
2513

SHEET NO.
C-4

SEQUENCE NO.
4 OF 4

ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2026-03

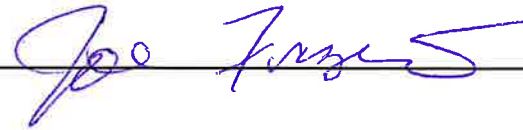
You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your 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:	AO/GC/LI	Your Name:	FRAZIER JOE & BRENDA	I am in favor ☐
Requestor's Proposed Zoning:	AO/GC(CUP)/LI	Your Address:	3750 OLD ANSON RD	
Requestor's Parcel ID:	46976, 46860, 36972, 15860, 44713, 45695	Your Parcel ID:	993156	I am opposed ☒

Signature: _____



ZONING NOTIFICATION RESPONSE FORM CASE: CUP-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:	AO/GC/LI	Your Name:	SPIT LLC	I am in favor ☒
Requestor's Proposed Zoning:	AO/GC(CUP)/LI	Your Address:	3060 W. Overland Trl.	I am opposed ☐
Requestor's Parcel ID:	46976, 46860,	Your Parcel ID:	46860	
	36972, 15860,		Abilene 01	
	44713, 45695			

Signature: _____

[Handwritten Signature]



CONDITIONAL USE PERMIT

Case: CUP-2026-03

Owner: SPIT LLC

Agent: Clint Taylor

Request: A Conditional Use Permit to allow an RV Park in Agricultural Open (AO) Zoning.

Location: 3799 N Danville Dr

Notification: 0 in Favor, 1 in Opposition

Planning & Zoning: February 3, 2026

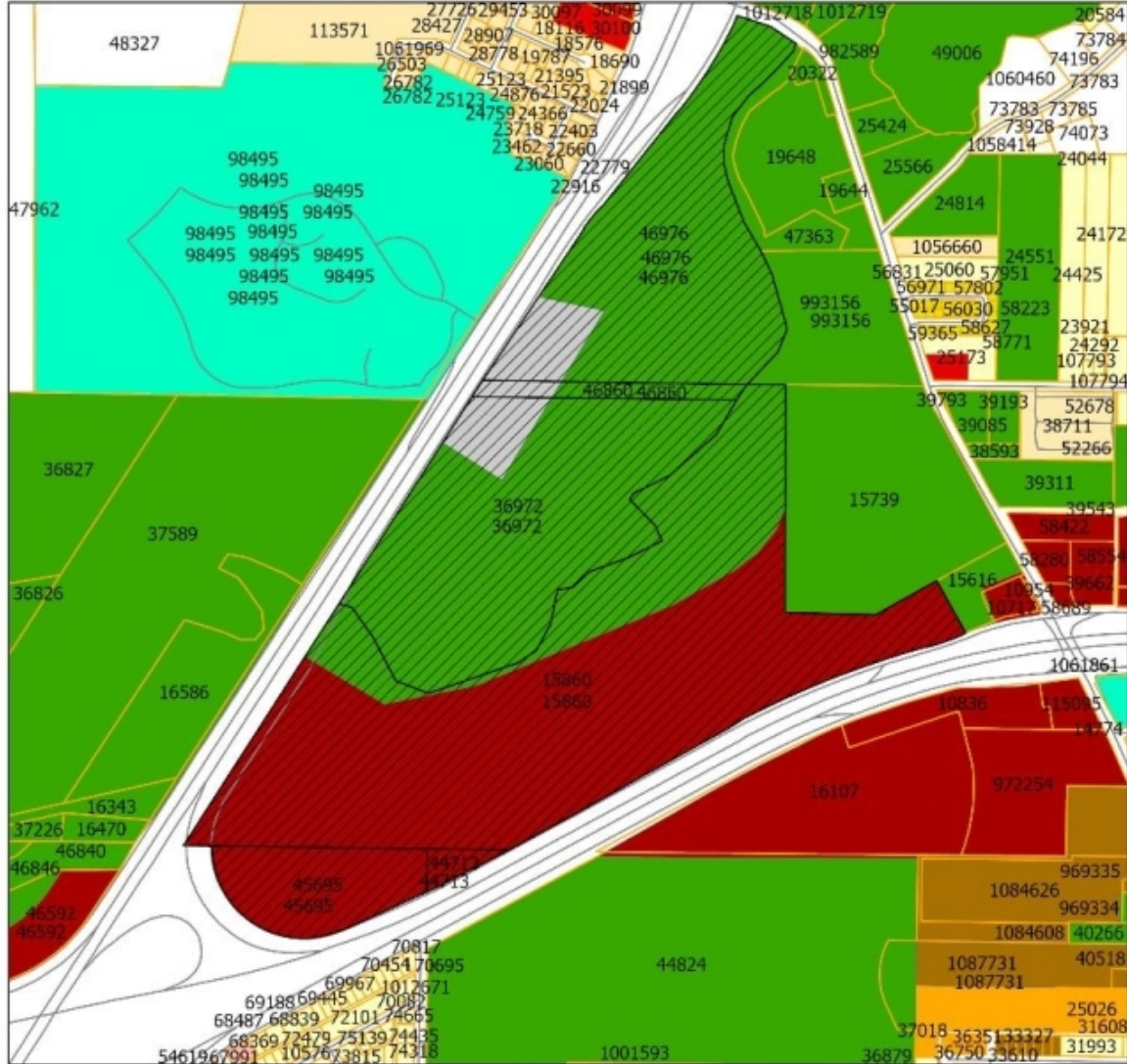
Council Hearing: February 26, 2026
March 12, 2026







ZONING MAP



Legend

- CUP-2026-03
- Courier Parcels
- PD (Planned Development)
- LI (Light Industrial)
- HC (Heavy Commercial)
- GC (General Commercial)
- NR (Neighborhood Retail)
- MH (Manufacture/ Mobile Home)
- MD (Residential - Medium Density)
- MF (Residential - Multi-family)
- PH (Residential - Patio Home)
- RS (Residential - Single Family)
- AO (Agricultural Open)

0.15

Miles



CITY OF
ABILENE
TEXAS



USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

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





PROPERTY AND SURROUNDING VIEWS



Neighboring
Residence





CONCEPT PLAN



CONCEPTUAL RV PARK PROPOSED OVERALL SITE MAP

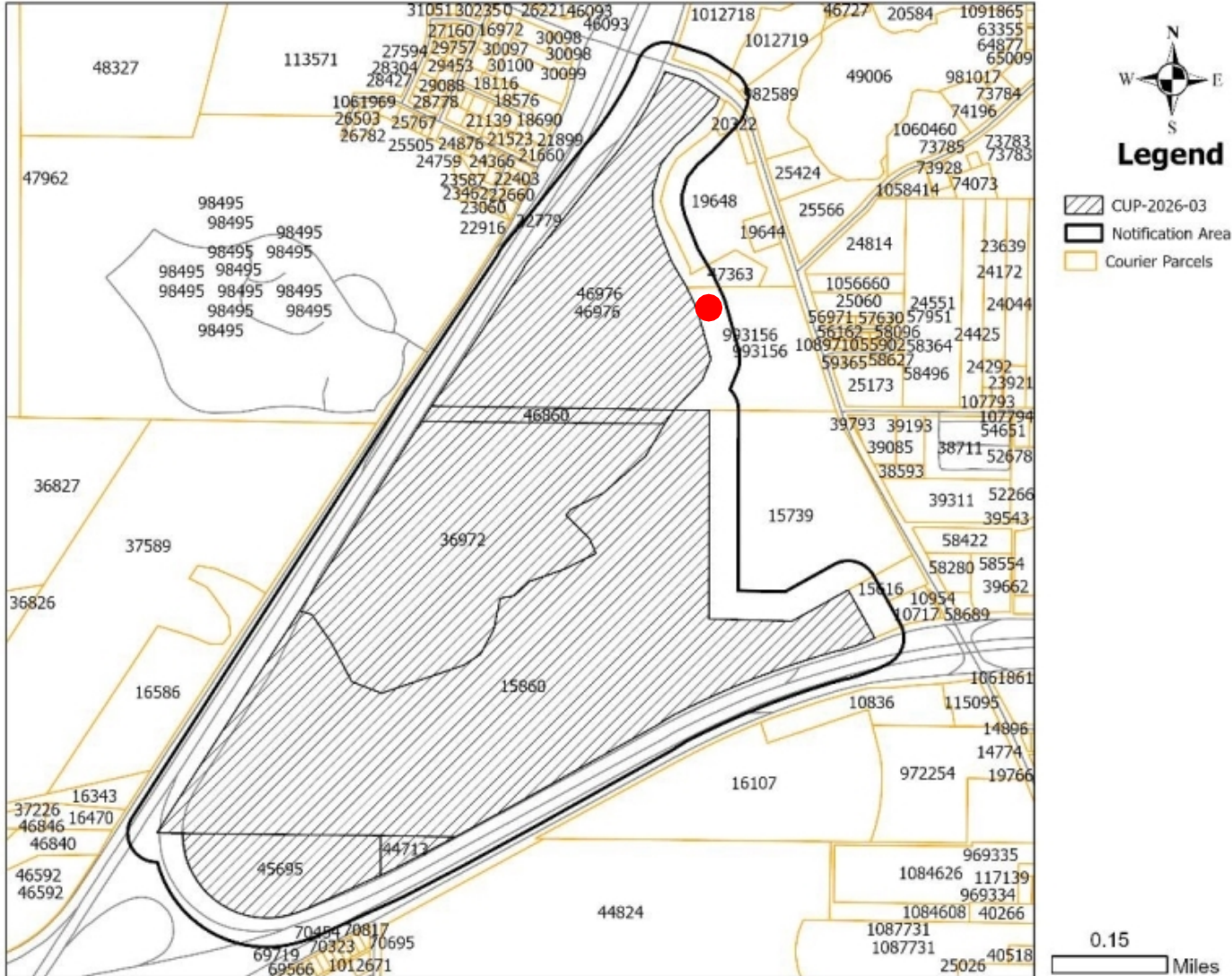
*147 RV sites



CITY OF
ABILENE
TEXAS



NOTIFICATION AREA MAP



0 - In Favor- ●
1 - Opposed- ●
1.40% Opposition





FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

P&Z Recommendation: **approval** subject to the concept plan and plan of operation.





Questions?





**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: 17. Ordinance (Final Reading) Z-2026-05: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 1.54 Acres from Planned Development (PDD-59) to General Retail (GR) Zoning. Located at 4541 Catclaw Drive. (Tim Littlejohn)

GENERAL INFORMATION

The subject property was annexed into the City limits in 1963 as Agricultural Open (AO) and Residential Multi Family (RM-2). The subject property was rezoned to Planned Development (PDD-59) in 1995. The current base zoning for Tract 2 of the Planned Development is Office (O) zoning, excluding the uses in the Trade-Retail Use category.

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 26th 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 12th day of March, 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 March, 2026.

ATTEST:

CITY SECRETARY

MAYOR

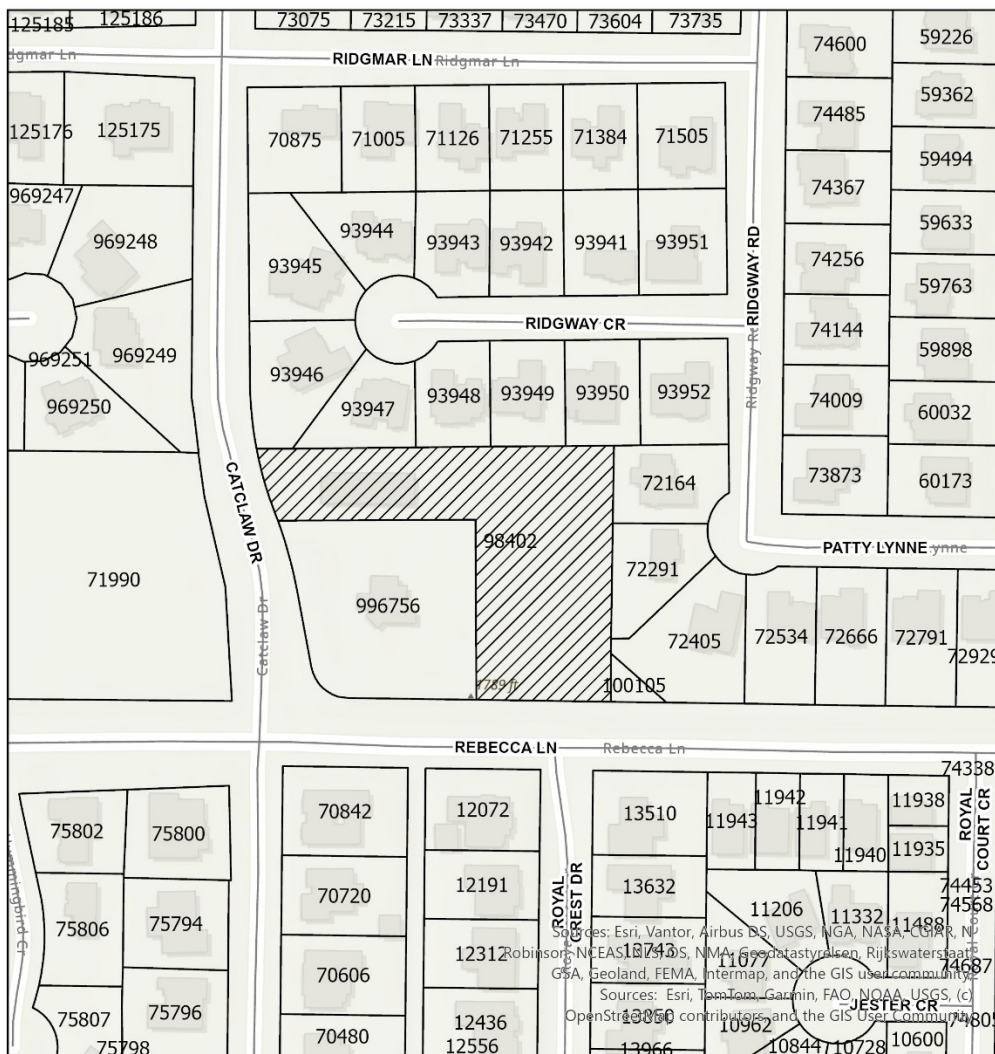
APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 1.54 acres from Planned Development (PDD-59) to General Retail (GR).
Legal description being Lot 1, Block A, Ridgmar Addition Section 2 Continuation 1, Abilene, Taylor County, Texas.

Located at 4541 Catclaw Drive.



END

ZONING CASE

Z-2026-05

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: February 3, 2026
City Council 1st Reading: February 26, 2026
City Council 2nd Reading: March 12, 2026

Applicant

Agent: Alex Whitten
Owner: Stephens Properties, LLC

Case Manager

Kera Valois – Planner

Request

Change the zoning of approximately 1.54 acres from Planned Development (PDD-59) to General Retail (GR).

Location

Located at 4541 Catclaw Drive. Legal description being Lot 1, Block A, Ridgmar Addition Section 2 Continuation 1, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City limits in 1963 as Agricultural Open (AO) and Residential Multi Family (RM-2). The subject property was rezoned to Planned Development (PDD-59) in 1995. The current base zoning for Tract 2 of the Planned Development is Office (O) zoning, excluding the uses in the Trade-Retail Use category.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	PDD-59	Residence
East	RS-6	Residence
South	PDD-59	Advanced Chiropractic
West	AO	Vacant Lot

Criteria Assessment

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

- (1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.**
The proposed use is consistent with the Comprehensive Plan.
- (2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.**

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

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

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

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

None known.

P&Z Recommendation

P&Z recommends **approval**.

Attachments

- PowerPoint Presentation

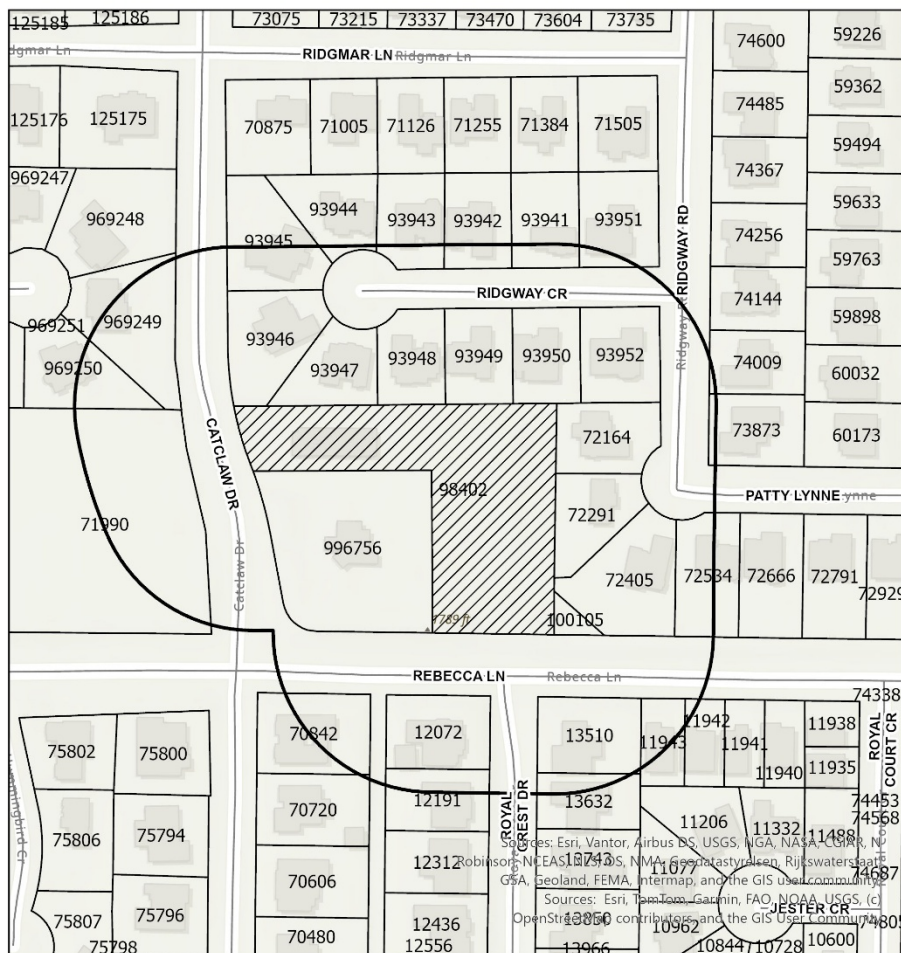
Notification

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
ANDERSON DENNIS W & EVELYN	73873	4541 RIDGWAY RD	
BARTON RANDELL E & MARGERY K	93949	3917 RIDGWAY CR	
BATEMAN LOWELL JAMES & NORA A	93948	3925 RIDGWAY CR	
BRENINGER MICHAEL & EMILY	93952	3901 RIDGWAY CR	
BROKERAGE HOUSE INC	93944	3934 RIDGWAY CR	
BYNUM BRONCO D	72405	4558 RIDGWAY RD	
CASE SCOTT J & DOMINGA C	93950	3909 RIDGWAY CR	
DAVEY ERIK ALAN & HEATHER JANAE	70720	4609 CATCLAW DR	
FORD SABRINA	13632	4609 ROYAL CREST DR	
GEMARINO SHOSEI S & AURORA G LIFE EST	969250	4582 COUGAR WY	
GJOCAJ ALMA	969249	4590 COUGAR WY	
J & C MORGAN PROPERTIES LLC	996756	4549 CATCLAW DR	
JAMES ERIC J & LYNDIA D	72534	3873 PATTY LYNNE	
JEREZA DANIEL & CASE SCOTT J	74009	4533 RIDGWAY RD	
MILLS JAMES FRANKLIN	13510	4601 ROYAL CREST DR	
NKIERI MOSALA DEBS & NIKKI NICLETTE TULAKWE	72164	4542 RIDGWAY RD	
OBERT MICHAEL	12072	4602 ROYAL CREST DR	
PATTY ROBERT L &	12191	4610 ROYAL CREST DR	
PECINA EZEQUIEL & CAROLYN	93947	3933 RIDGWAY CR	
PRESLEY THOMAS E JR & CHARLA R	93945	3942 RIDGWAY CR	
RITTENHOUSE THOA	93942	3918 RIDGWAY CR	
SELMAN CASEY FERRON	72291	4550 RIDGWAY RD	
SHY MONTIE G & JOSIE	70842	4601 CATCLAW DR	

SPRENCEL SHAWNA MICHELLE	93941	3910 RIDGWAY CR	
STANLEY JEREMY & AMY	93946	3941 RIDGWAY CR	
STEPHNES PROPERTIES LLC	71990		F
STEPHNES PROPERTIES LLC	98402	4541 CATCLAW DR	Applicant
STEPHNES PROPERTIES LLC	100105		F
STOTTS RITA	93951	3902 RIDGWAY CR	
STUTTS BRITTNEY RYAN	11942	3825 REBECCA LN	
THOMPSON LORAN D	93943	3926 RIDGWAY CR	O
VONG YOKKIM &	11943	3833 REBECCA LN	

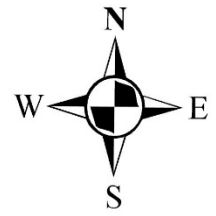
NOTIFICATION MAP



0.04
Miles

- Z-2026-05
- Notification Area

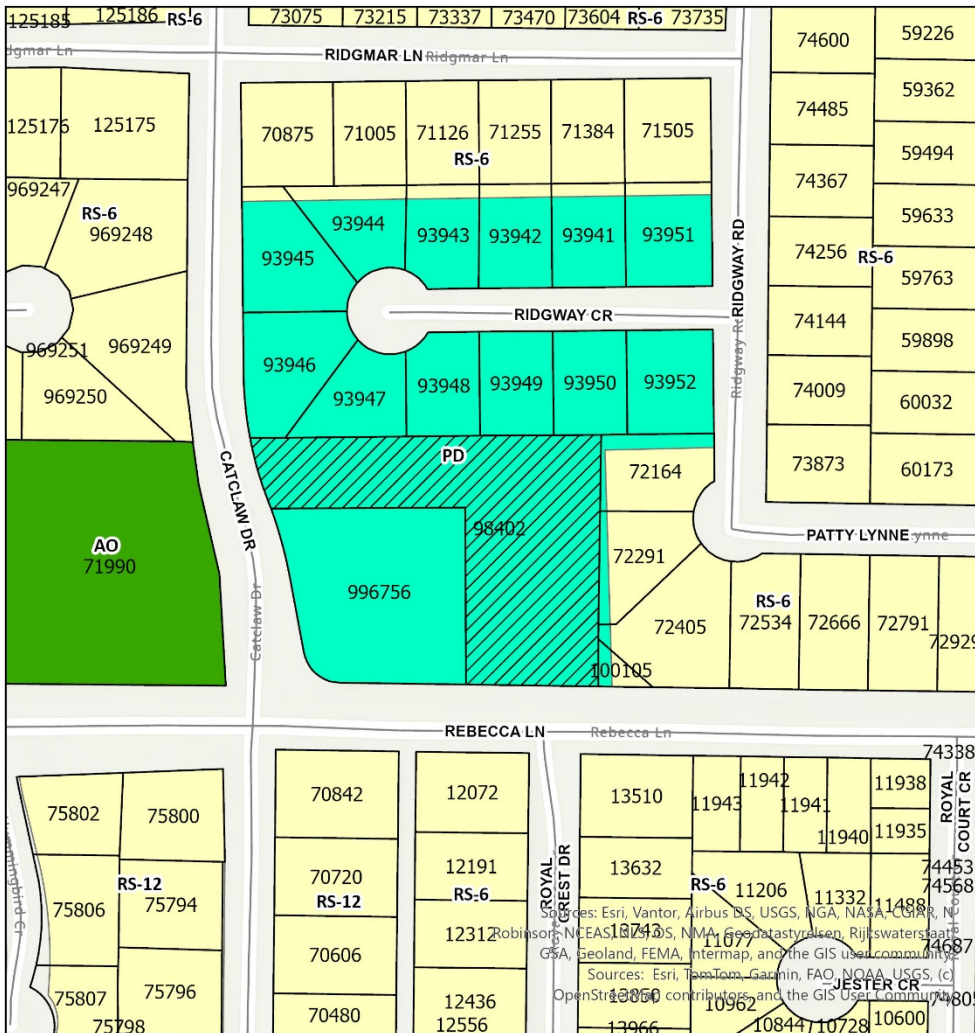
LOCATION MAP



0.04
Miles

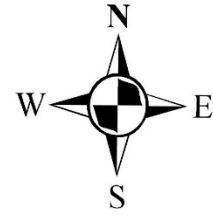
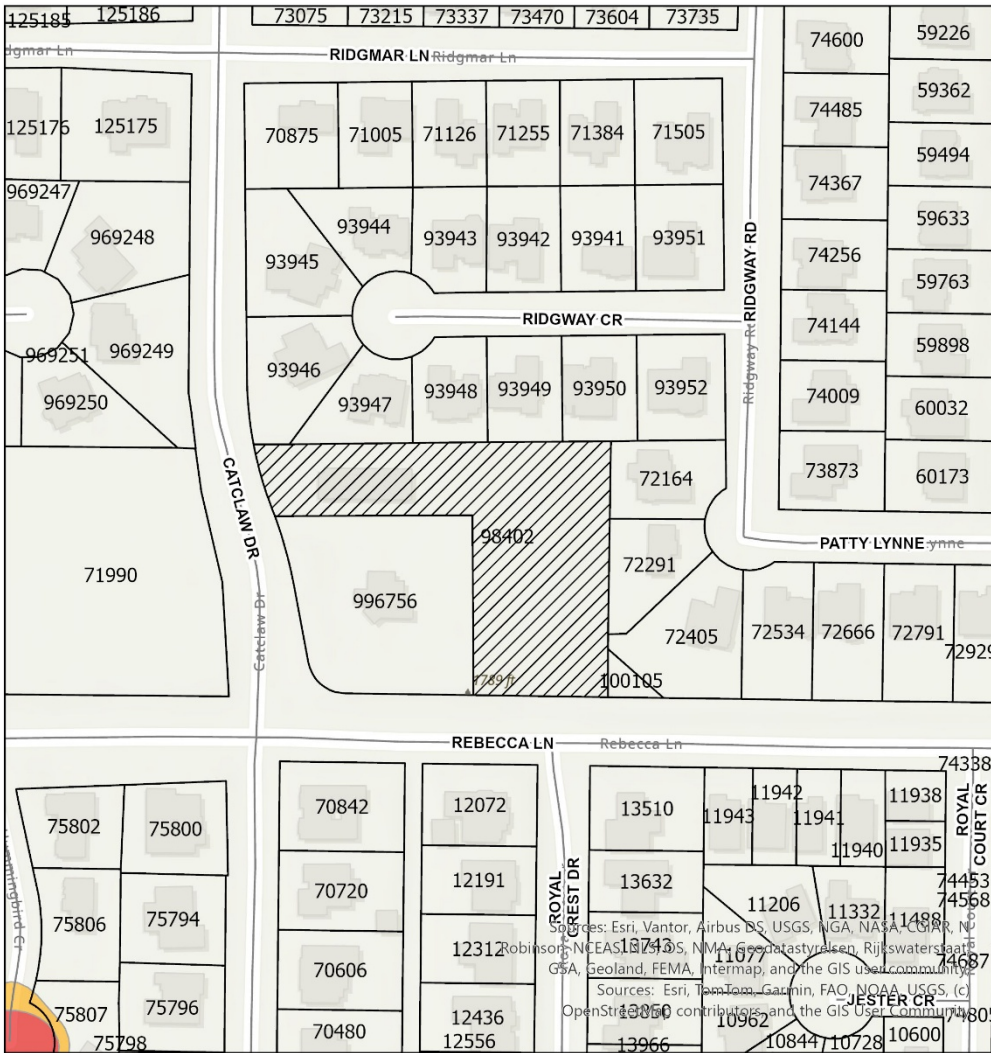
Z-2026-05

ZONING MAP



- Z-2026-05
- Zoning Districts**
- AO
 - MF
 - PD
 - RS-12
 - RS-6

FLOOD MAP



0.04

Miles

Z-2026-05

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-2026-05

Agent: Alex Whitten

Owner: Stephens Properties, LLC

Request: Change the zoning of approximately 1.54 acres from Planned Development (PDD-59) to General Retail (GR).

Location: Located 4541 Catclaw Dr

Notification: 2 in Favor, 1 in Opposition

Planning & Zoning: February 3, 2026

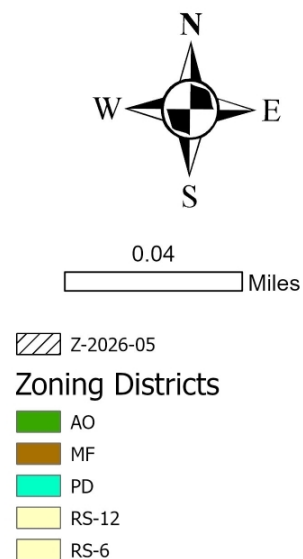
Council Hearing: February 26, 2026
March 12, 2026





Miles

 Z-2026-05



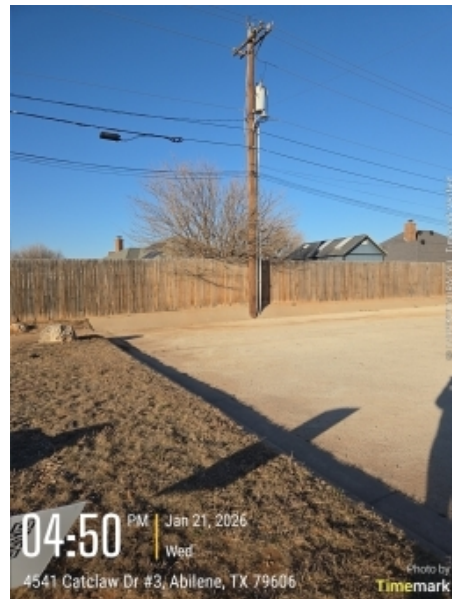


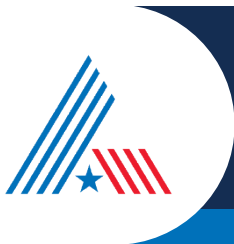
PROPERTY VIEWS





SURROUNDING PROPERTY VIEWS





CURRENT PERMITTED USES WITH THE EXCEPTION OF TRADE-RETAIL USES

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

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
- 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)
- P Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- C Medical/Dental Laboratory
- P Post Office

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing

TRADE – RETAIL USES:

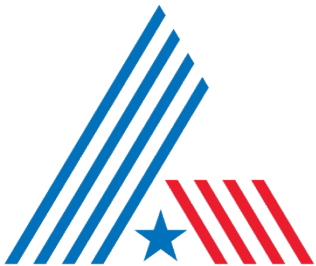
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Restaurant, Fast Food
- P/C Restaurant, Standard

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Automobile Parking Lot or Structure - Commercial
- C Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION & EXTRACTION:

- 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 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:

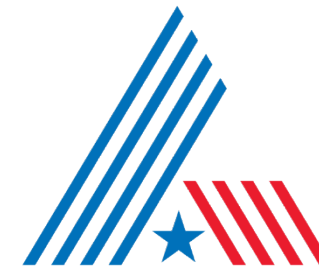
- C Antenna Tower- Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

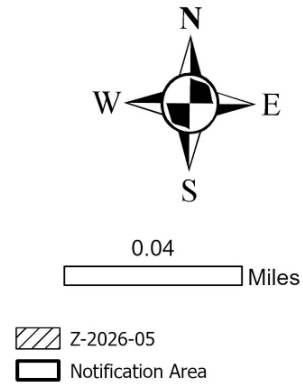
- P Petroleum or Gas Well
- P Urban Garden

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



CITY OF
ABILENE
TEXAS



0.57% in Opposition





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**





Questions?





**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **18. Ordinance (Final Reading) Z-2026-06: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 2.80 Acres from Agricultural Open (AO) to Residential Single-Family (RS-6) Zoning. Located at the 1500 Block of Wildlife Trails Parkway. (Tim Littlejohn)**

GENERAL INFORMATION

The owner would like to rezone the property to Residential Single-family to allow them to plat the property in order to build a single-family residence at the parcel adjacent.

- The minimum lot size in Agricultural Open zoning is 5 acres.
- The parcel being rezoned is located entirely within the floodplain.
- The owner intends to keep the parcel vacant.
- The proposed residence will be located on the parcel adjacent to the east. (lot 2)

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. Existing Zoning Map - Civil - 1768397295
4. Proposed Zoning Map - Civil - 1768397315
5. 1726-MRP Yandell Subdivision Initial
6. Response Z-2026-06
7. Presentation

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

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

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

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

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

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

PASSED ON FIRST READING the 26th 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 12th day of March, 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 March, 2026.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 2.80 acres from Agricultural Open (AO) to Residential Single Family (RS-6).

Legal description as follows:

BEING a 2.07 Ac acre tract out of Blocks 5, 6 and 7 of Jackson's Subdivision, recorded in Volume 1, Page 91, Plat Records, Taylor County, Texas, same being out of the East Half of Section 33, Blind Asylum Lands, Taylor County, Texas, same being out of a 9.270 acre tract recorded in Document No. 201800317, Official Public Records, Taylor County, Texas, and being more particularly described as follows:

BEGINNING at a called aluminum monument on the north right of way of Wildlife Trails Parkway for the southwest corner of said 9.270 acre tract and this tract;

THENCE North 20 degrees 48 minutes 04 seconds East a distance of 217.76 feet to a called aluminum monument for the northwest corner of said 9.270 acre tract and this tract;

THENCE North 88 degrees 02 minutes 38 seconds East a distance of 87.62 feet to a called 1/2 inch iron rod for a corner of said 9.207 acre tract and this tract;

THENCE South 75 degrees 29 minutes 20 seconds East a distance of 54.35 feet to a called 1/2 inch iron rod for a corner of said 9.207 acre tract and this tract;

THENCE South 57 degrees 51 minutes 17 seconds East a distance of 27.72 feet to a called 1/2 inch iron rod for a corner of said 9.207 acre tract and this tract;

THENCE South 47 degrees 15 minutes 31 seconds East a distance of 141.53 feet to a called 1/2 inch iron rod for a corner of said 9.207 acre tract and the northeast corner of this tract;

THENCE South 00 degrees 55 minutes 04 seconds West a distance of 338.24 feet to a called 1/2 inch iron rod for a corner of this tract;

THENCE South 41 degrees 24 minutes 11 seconds West a distance of 178.14 feet to a point on the south line of said 9.207 acre tract, same being the north right of way of Wildlife Trails Parkway for the southeast corner of this tract, where a called 1/2 inch iron rod in concrete at the end of a curve to the left with a radius of 270.00 feet is calculated to bear 298.79' S 56°30'23";

THENCE, along the north right of way of Wildlife Trails Parkway, with a curve turning to the right having a delta angle of 05 degrees 35 minutes 44 seconds, a radius of 270.00 feet, an arc length of 26.37 feet, and a chord bearing North 20 degrees 06 minutes 51 seconds West a distance of 26.36' to a called 1/2 inch iron rod in concrete for a corner of said 9.207 acre tract and this tract;

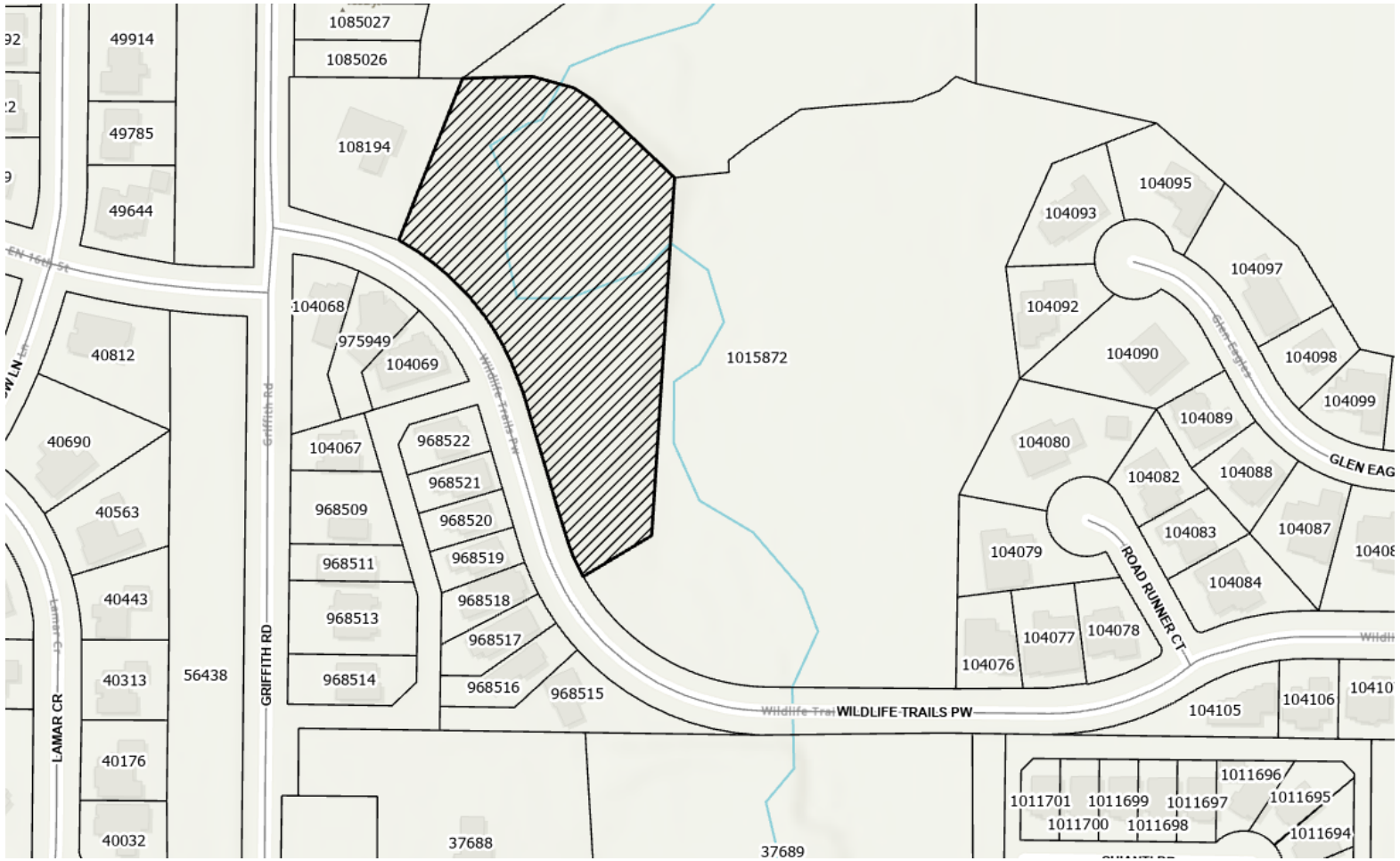
THENCE North 17 degrees 16 minutes 03 seconds West, along the north right of way of Wildlife Trails Parkway, a distance of 180.32 feet to a called 1/2 inch iron rod for a corner of said 9.207 acre tract and this tract;

THENCE, along the north right of way of Wildlife Trails Parkway, with a curve turning to the left having a delta angle of 44 degrees 30 minutes 14 seconds, a radius of 330.00 feet, an arc length of 256.32 feet, and a chord bearing North 39 degrees 32 minutes 22 seconds West a distance of 249.93' to the Point of Beginning containing an area of

2.807 acres. Not surveyed on the ground.

Located at 1512 Wildlife Trails Parkway.

END



ZONING CASE

Z-2026-06

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: Timothy Yandell

Case Manager

Adam Holland – Planner

Request

Change the zoning of approximately 2.80 acres from Agricultural Open (AO) to Residential Single Family (RS-6).

Location

Located at 1512 Wildlife Trails Pkwy

Background

The owner would like to rezone the property to Residential Single-family to allow them to plat the property in order to build a single-family residence at the parcel adjacent.

- The minimum lot size in Agricultural Open zoning is 5 acres.
- The parcel being rezoned is located entirely within the floodplain.
- The owner intends to keep the parcel vacant.
- The proposed residence will be located on the parcel adjacent to the east. (lot 2)

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Lake
East	RS-6	Single-Family Residences
South	AO	Single-Family Residences
West	PH/RS-6	Single-Family Residences

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
BEAZLEY WILLIAM FRANKLIN & TODDI JAINE	104068	1501 WILDLIFE TRAILS PW	
BREWER RANDAL LEE	1085028	1621 GRIFFITH RD	
BREWER ROBERT SIDNEY & LINDA LEE	1085029	1627 GRIFFITH RD	
DAUGHERITY MICHAEL S &	975949	1509 WILDLIFE TRAILS PW	
ESMAN TERESA	1085027	1615 GRIFFITH RD	
ESPINOZA GUSTAVO	968515	1581 WILDLIFE TRAILS PW	
ETHEREDGE JIM & GRETCHEN	37688	1401 GRIFFITH RD	
GRIFFITH LAKE ESTATES LLC	1015689		
GUTTUSO MELINDA K	968513	1417 GRIFFITH RD	
HENDRICK KAREN NELSON	968521	1533 WILDLIFE TRAILS PW	
HERRERA ISAIAS & JULIETTA ESTRADA	968520	1541 WILDLIFE TRAILS PW	F
HUNT JERROD LEE & STEPHANIE	968516	1573 WILDLIFE TRAILS PW	
JONES JAY	968509	1433 GRIFFITH RD	
LEGACY PASS LLC	1085033	1633 GRIFFITH RD	
PEACOCK DANNY & TERESA	968517	1565 WILDLIFE TRAILS PW	
PEARSON JOHN E	1085026	1609 GRIFFITH RD	
SCOTT MICHAEL	108194	1502 WILDLIFE TRAILS PW	
STOCKTON STEPHANIE MICHELLE	968519	1549 WILDLIFE TRAILS PW	
THOMAS PAUL W TRUST	968522	1525 WILDLIFE TRAILS PW	
WEST TEXAS UTILITIES CO	1093058		
WILLIAMS AMANDA LEE	104067	1509 GRIFFITH RD	

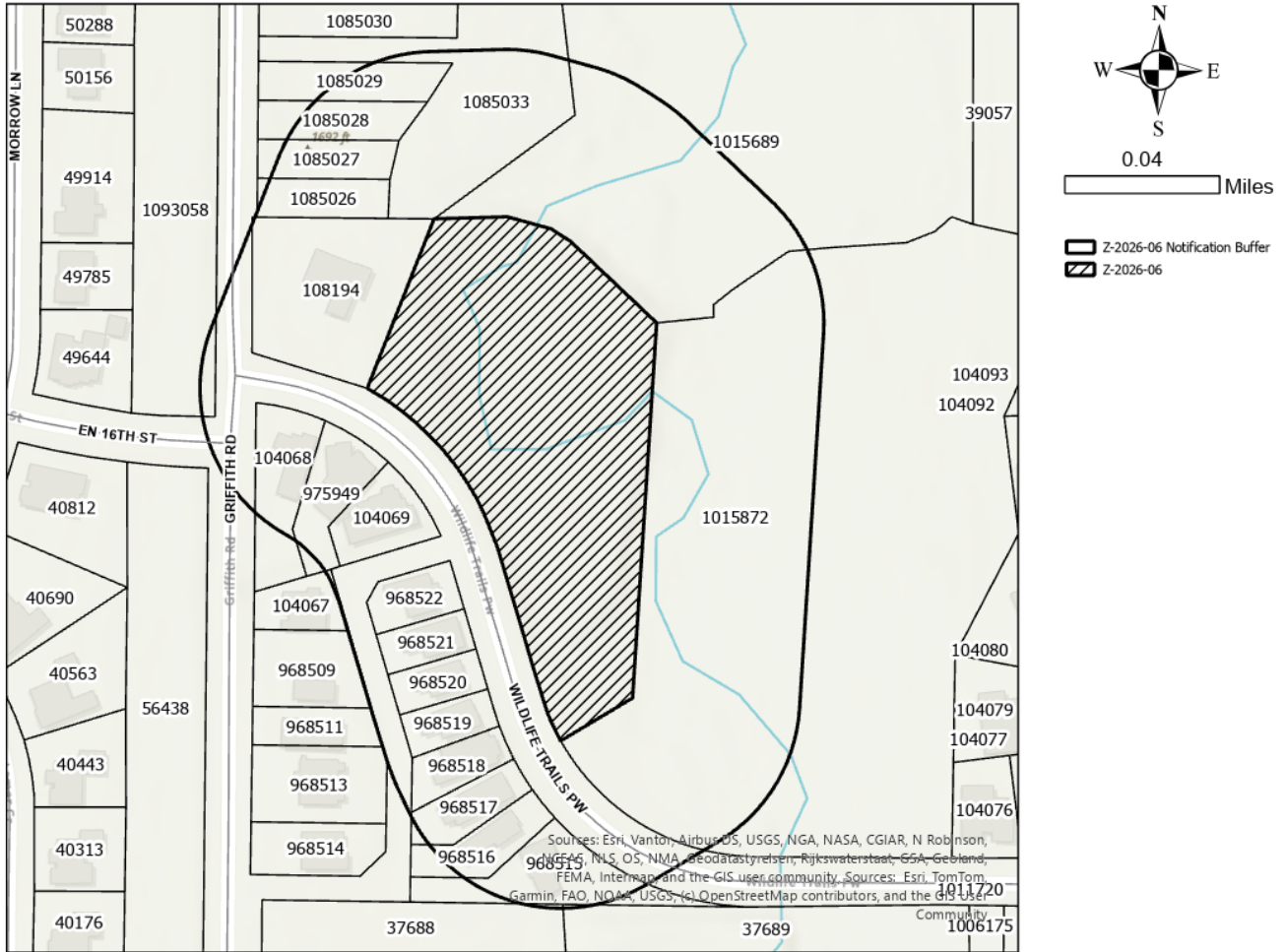
YANDELL TIMOTHY G & TRACI L	104069	1517 WILDLIFE TRAILS PW	
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PROPERTY ID

Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
ETHEREDGE JIM & GRETCHEN	37688	1401 GRIFFITH RD	
WILLIAMS AMANDA LEE	104067	1509 GRIFFITH RD	
BEAZLEY WILLIAM FRANKLIN & TODDI JAINE	104068	1501 WILDLIFE TRAILS PW	
YANDELL TIMOTHY G & TRACI L	104069	1517 WILDLIFE TRAILS PW	
SCOTT MICHAEL	108194	1502 WILDLIFE TRAILS PW	
JONES JAY	968509	1433 GRIFFITH RD	
GUTTUSO MELINDA K	968513	1417 GRIFFITH RD	
ESPINOZA GUSTAVO	968515	1581 WILDLIFE TRAILS PW	
HUNT JERROD LEE & STEPHANIE	968516	1573 WILDLIFE TRAILS PW	
PEACOCK DANNY & TERESA	968517	1565 WILDLIFE TRAILS PW	
STOCKTON STEPHANIE MICHELLE	968519	1549 WILDLIFE TRAILS PW	
HERRERA ISAIAS & JULIETTA ESTRADA	968520	1541 WILDLIFE TRAILS PW	F
HENDRICK KAREN NELSON	968521	1533 WILDLIFE TRAILS PW	
THOMAS PAUL W TRUST	968522	1525 WILDLIFE TRAILS PW	
DAUGHERITY MICHAEL S &	975949	1509 WILDLIFE TRAILS PW	
GRIFFITH LAKE ESTATES LLC	1015689		
PEARSON JOHN E	1085026	1609 GRIFFITH RD	
ESMAN TERESA	1085027	1615 GRIFFITH RD	
BREWER RANDAL LEE	1085028	1621 GRIFFITH RD	
BREWER ROBERT SIDNEY & LINDA LEE	1085029	1627 GRIFFITH RD	
LEGACY PASS LLC	1085033	1633 GRIFFITH RD	
WEST TEXAS UTILITIES CO	1093058		

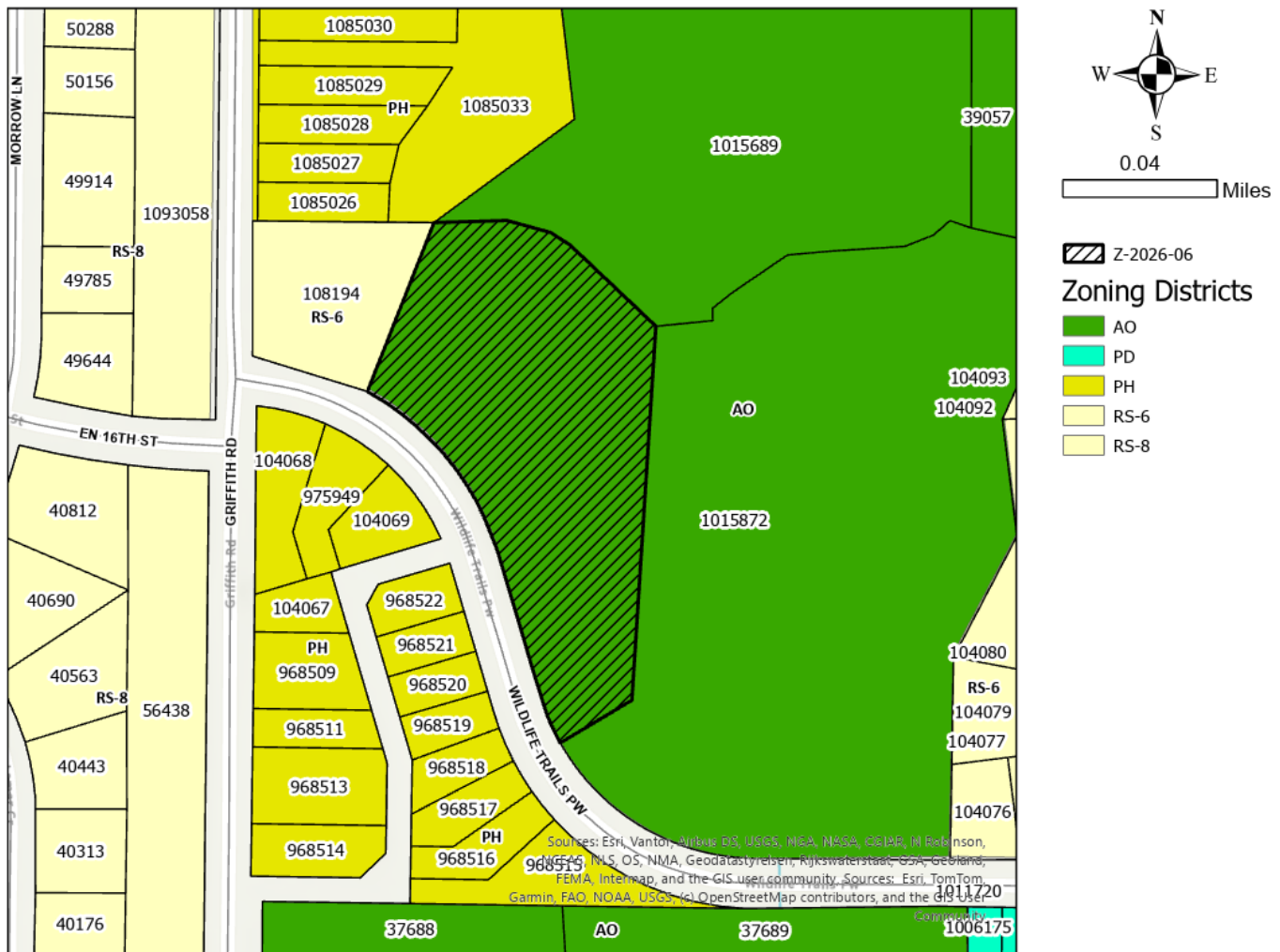
NOTIFICATION MAP



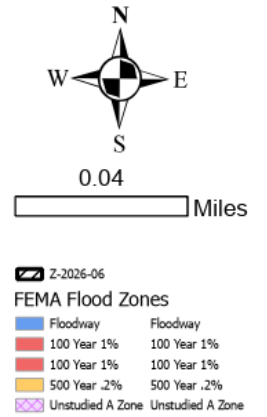
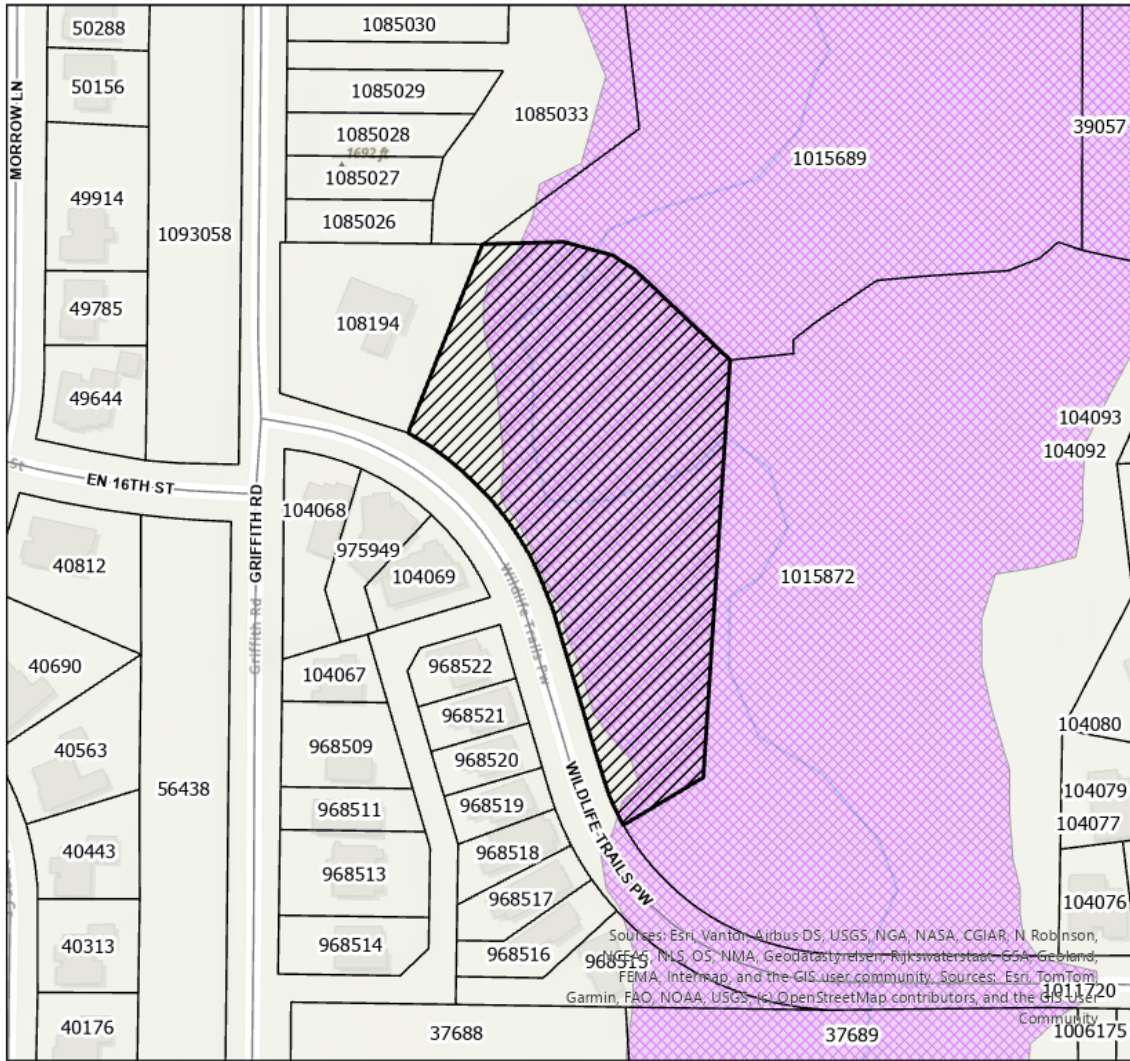
LOCATION MAP



ZONING MAP



FLOOD MAP



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NLS, OS, NMA, Geodastylisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community. Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, and OpenStreetMap contributors, and the GIS user community.

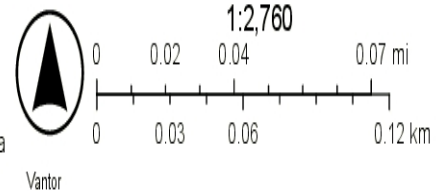
City of Abilene Planning & Zoning Map



12/30/2025, 3:50:42 PM

- | | | |
|----------------------------|--------------------------------|------------------------------|
| Abilene Municipal Boundary | Single Family Residential (RS) | World Imagery |
| Courier Parcels | Patio Home (PH) | Low Resolution 15m Imagery |
| All District Outlines | Planned Development (PD) | High Resolution 60cm Imagery |
| Agricultural Open (AO) | Road Centerlines | High Resolution 30cm Imagery |

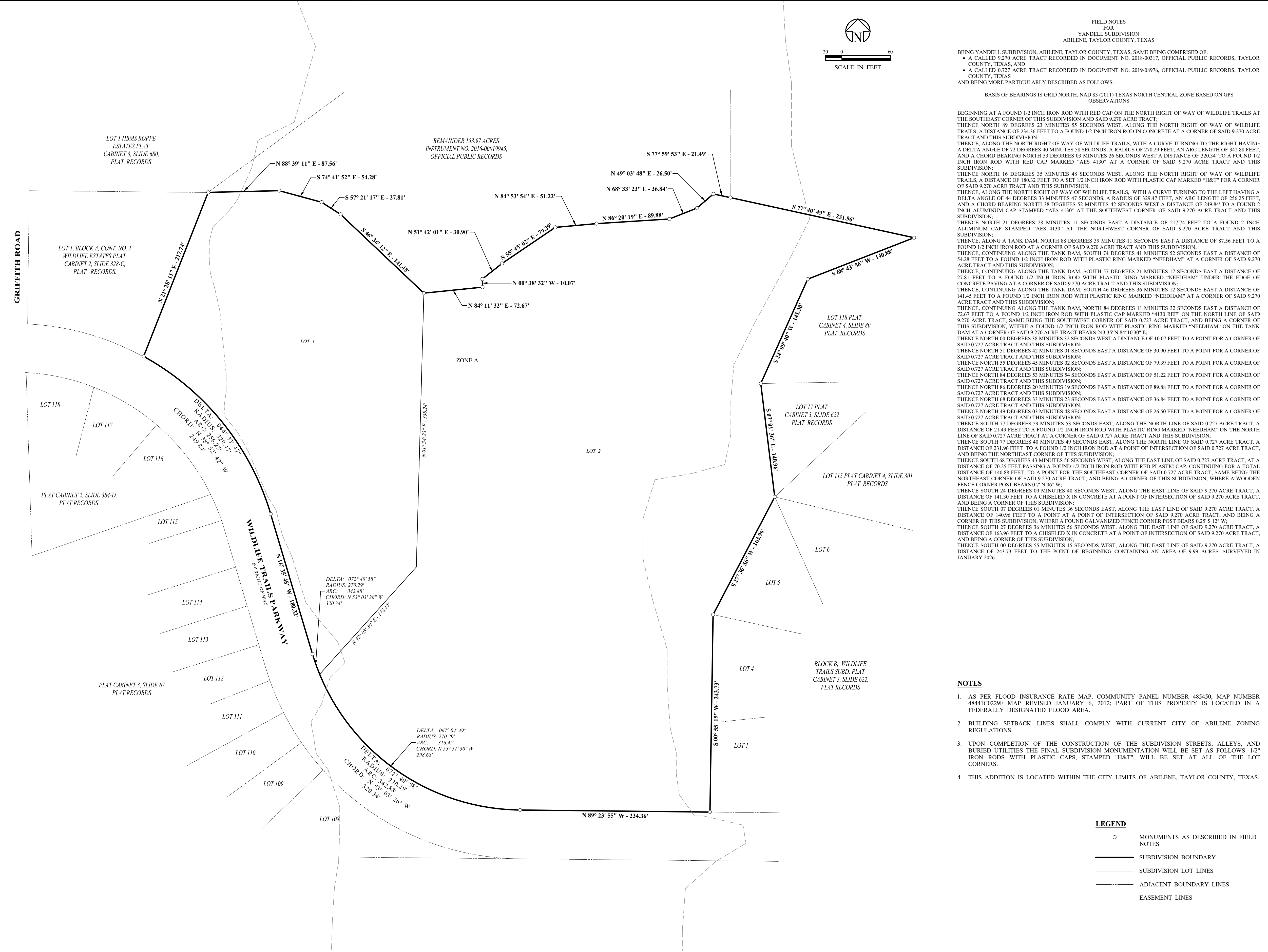
Citations
60cm Resolution Metadata



City of Abilene Planning & Zoning Map



12/30/2025, 3:50:42 PM



TIMOTHY YANDELL
1517 WILDLIFE TRAILS PARKWAY
ABILENE, TEXAS 79601

**YANDELL SUBDIVISION
ABILENE, TAYLOR COUNTY, TEXAS**

PLANNING COMMISSION

THIS PLAT IS HEREBY APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ABILENE, TEXAS AND THE COUNTY CLERK IS HEREBY AUTHORIZED TO FILE SAID PLAT IN ACCORDANCE WITH THE PROVISIONS OF TEXAS LOCAL GOVERNMENT CODE CHAPTER 212, SUBCHAPTER A, AS AMENDED.

DATE _____ CHAIRMAN _____

ATTEST _____ SECRETARY _____

DATE _____ PLANNING DIRECTOR _____

PLANNING DIRECTOR

FILED WITH PLANNING DIRECTOR, CITY OF ABILENE, TEXAS

DATE _____ FILE NUMBER _____

PLANNING DIRECTOR _____

DATE _____ FEES _____

DIRECTOR OF PUBLIC WORKS

THE DEDICATION FILED, IN CONNECTION WITH THIS PLAT IS HEREBY APPROVED AND ALL STREETS, ALLEYS, AND PUBLIC AREAS SHOWN HEREON ARE HEREBY ACCEPTED ON BEHALF OF THE PUBLIC BY THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ABILENE, TEXAS.

DATE _____ DIRECTOR OF PUBLIC WORKS _____

COUNTY CLERK

I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED HEREIN WAS FILED FOR RECORD ON

DATE _____ FILE NUMBER _____

COUNTY CLERK _____ COUNTY, TEXAS _____

DEPUTY _____

OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED OWNER(S) OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAVE CAUSED SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS, ALLEYS, UNDER THE NAME OF

**YANDELL SUBDIVISION
ABILENE, TAYLOR COUNTY, TEXAS**

AS SHOWN ON THE ATTACHED PLAT AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER FOR ALL PUBLIC PURPOSES THE STREETS, ALLEYS, LANES, EASEMENTS, PARKS AND OTHER PUBLIC LANDS SHOWN THEREON THE LANDS INCLUDED WITHIN SUCH PLAT OR SUBDIVISION ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

"FIELD NOTES HERON"

OWNER'S CERTIFICATE AND DEDICATION

EXECUTED THIS _____ DAY OF _____ 20 _____

TIMOTHY YANDELL

PRINTED NAME

SIGNATURE

THE STATE OF TEXAS:
COUNTY OF **X**

BEFORE ME: THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED **TIMOTHY YANDELL**

KNOWN TO ME TO BE THE PERSON _____ WHOSE NAME _____ SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT _____ EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ A.D. 20 _____

NOTARY PUBLIC

GENERAL NOTES

SHEET **1** OF **1**

SCALE **1" = 60'**

SMALLEST LOT **122,258** SQ FT

LARGEST LOT **313,033** SQ FT

ACREAGE **9.99**

SURVEYOR CERTIFICATE AND PLAT DESCRIPTION

CERTIFICATION:
I HEREBY CERTIFY THAT THE PLAT SUBMITTED HERewith REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED OR UNDER MY SUPERVISION ON THE GROUND AND THAT PERMANENT MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE WITH THE "SUBDIVISION REGULATIONS" OF THE CITY OF ABILENE

PLAT DESCRIPTION:
**YANDELL SUBDIVISION
ABILENE, TAYLOR COUNTY, TEXAS**

01/26/2026
DATE

RILEY ELMER GRIFFITH
REGISTERED PROFESSIONAL LAND SURVEYOR

Enprotec | Hibbs & Todd

402 Cedar Street • Abilene, Texas 79601 • T: (325) 698-5560 • F: (325) 690-3240 • www.e-h.com
PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR TIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

SIGNATURE

FIELD NOTES
FOR
YANDELL SUBDIVISION
ABILENE, TAYLOR COUNTY, TEXAS

BEING YANDELL SUBDIVISION, ABILENE, TAYLOR COUNTY, TEXAS, SAME BEING COMPRISED OF:
• A CALLED 9.270 ACRE TRACT RECORDED IN DOCUMENT NO. 2018-00317, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AND
• A CALLED 0.727 ACRE TRACT RECORDED IN DOCUMENT NO. 2019-08976, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS GRID NORTH, NAD 83 (2011) TEXAS NORTH CENTRAL ZONE BASED ON GPS OBSERVATIONS

BEGINNING AT A FOUND 1/2 INCH IRON ROD WITH RED CAP ON THE NORTH RIGHT OF WAY OF WILDLIFE TRAILS AT THE SOUTHEAST CORNER OF THIS SUBDIVISION AND SAID 9.270 ACRE TRACT;
THENCE NORTH 89 DEGREES 23 MINUTES 55 SECONDS WEST, ALONG THE NORTH RIGHT OF WAY OF WILDLIFE TRAILS, A DISTANCE OF 234.36 FEET TO A FOUND 1/2 INCH IRON ROD IN CONCRETE AT A CORNER OF SAID 9.270 ACRE TRACT AND THIS SUBDIVISION;
THENCE, ALONG THE NORTH RIGHT OF WAY OF WILDLIFE TRAILS, WITH A CURVE TURNING TO THE RIGHT HAVING A DELTA ANGLE OF 72 DEGREES 40 MINUTES 58 SECONDS, A RADIUS OF 270.29 FEET, AN ARC LENGTH OF 342.88 FEET, AND A CHORD BEARING NORTH 38 DEGREES 03 MINUTES 26 SECONDS WEST A DISTANCE OF 320.34 TO A FOUND 1/2 INCH IRON ROD WITH RED CAP MARKED "AES 4130" AT A CORNER OF SAID 9.270 ACRE TRACT AND THIS SUBDIVISION;
THENCE NORTH 16 DEGREES 35 MINUTES 48 SECONDS WEST, ALONG THE NORTH RIGHT OF WAY OF WILDLIFE TRAILS, A DISTANCE OF 180.32 FEET TO A SET 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" FOR A CORNER OF SAID 9.270 ACRE TRACT AND THIS SUBDIVISION;
THENCE, ALONG THE NORTH RIGHT OF WAY OF WILDLIFE TRAILS, WITH A CURVE TURNING TO THE LEFT HAVING A DELTA ANGLE OF 44 DEGREES 33 MINUTES 47 SECONDS, A RADIUS OF 329.47 FEET, AN ARC LENGTH OF 256.25 FEET, AND A CHORD BEARING NORTH 38 DEGREES 52 MINUTES 42 SECONDS WEST A DISTANCE OF 249.84 TO A FOUND 2 INCH ALUMINUM CAP STAMPED "AES 4130" AT THE SOUTHWEST CORNER OF SAID 9.270 ACRE TRACT AND THIS SUBDIVISION;
THENCE NORTH 21 DEGREES 28 MINUTES 11 SECONDS EAST A DISTANCE OF 217.74 FEET TO A FOUND 2 INCH ALUMINUM CAP STAMPED "AES 4130" AT THE NORTHWEST CORNER OF SAID 9.270 ACRE TRACT AND THIS SUBDIVISION;
THENCE, ALONG A TANK DAM, NORTH 88 DEGREES 39 MINUTES 11 SECONDS EAST A DISTANCE OF 87.56 FEET TO A FOUND 1/2 INCH IRON ROD AT A CORNER OF SAID 9.270 ACRE TRACT AND THIS SUBDIVISION;
THENCE, CONTINUING ALONG THE TANK DAM, SOUTH 74 DEGREES 41 MINUTES 52 SECONDS EAST A DISTANCE OF 54.28 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC RING MARKED "NEEDHAM" AT A CORNER OF SAID 9.270 ACRE TRACT AND THIS SUBDIVISION;
THENCE, CONTINUING ALONG THE TANK DAM, SOUTH 57 DEGREES 21 MINUTES 17 SECONDS EAST A DISTANCE OF 27.81 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC RING MARKED "NEEDHAM" UNDER THE EDGE OF CONCRETE PAVING AT A CORNER OF SAID 9.270 ACRE TRACT AND THIS SUBDIVISION;
THENCE, CONTINUING ALONG THE TANK DAM, SOUTH 46 DEGREES 36 MINUTES 12 SECONDS EAST A DISTANCE OF 141.45 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC RING MARKED "NEEDHAM" AT A CORNER OF SAID 9.270 ACRE TRACT AND THIS SUBDIVISION;
THENCE, CONTINUING ALONG THE TANK DAM, NORTH 84 DEGREES 11 MINUTES 32 SECONDS EAST A DISTANCE OF 72.67 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "4130 REF" ON THE NORTH LINE OF SAID 9.270 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 0.727 ACRE TRACT, AND BEING A CORNER OF THIS SUBDIVISION, WHERE A FOUND 1/2 INCH IRON ROD WITH PLASTIC RING MARKED "NEEDHAM" ON THE TANK DAM AT A CORNER OF SAID 9.270 ACRE TRACT BEARS 243.5° S 84°10'30" E;
THENCE NORTH 00 DEGREES 38 MINUTES 32 SECONDS WEST A DISTANCE OF 10.07 FEET TO A POINT FOR A CORNER OF SAID 0.727 ACRE TRACT AND THIS SUBDIVISION;
THENCE NORTH 51 DEGREES 42 MINUTES 01 SECONDS EAST A DISTANCE OF 30.90 FEET TO A POINT FOR A CORNER OF SAID 0.727 ACRE TRACT AND THIS SUBDIVISION;
THENCE NORTH 55 DEGREES 45 MINUTES 02 SECONDS EAST A DISTANCE OF 79.39 FEET TO A POINT FOR A CORNER OF SAID 0.727 ACRE TRACT AND THIS SUBDIVISION;
THENCE NORTH 86 DEGREES 20 MINUTES 19 SECONDS EAST A DISTANCE OF 89.88 FEET TO A POINT FOR A CORNER OF SAID 0.727 ACRE TRACT AND THIS SUBDIVISION;
THENCE NORTH 68 DEGREES 33 MINUTES 23 SECONDS EAST A DISTANCE OF 36.84 FEET TO A POINT FOR A CORNER OF SAID 0.727 ACRE TRACT AND THIS SUBDIVISION;
THENCE NORTH 49 DEGREES 03 MINUTES 48 SECONDS WEST, ALONG THE EAST LINE OF SAID 0.727 ACRE TRACT, A DISTANCE OF 21.49 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC RING MARKED "NEEDHAM" ON THE NORTH LINE OF SAID 0.727 ACRE TRACT AT A CORNER OF SAID 0.727 ACRE TRACT AND THIS SUBDIVISION;
THENCE SOUTH 77 DEGREES 59 MINUTES 53 SECONDS EAST, ALONG THE NORTH LINE OF SAID 0.727 ACRE TRACT, A DISTANCE OF 231.96 FEET TO A FOUND 1/2 INCH IRON ROD AT A POINT OF INTERSECTION OF SAID 0.727 ACRE TRACT, AND BEING THE NORTHEAST CORNER OF THIS SUBDIVISION;
THENCE SOUTH 68 DEGREES 43 MINUTES 56 SECONDS WEST, ALONG THE EAST LINE OF SAID 0.727 ACRE TRACT, A DISTANCE OF 70.25 FEET PASSING A FOUND 1/2 INCH IRON ROD WITH RED PLASTIC CAP, CONTINUING FOR A TOTAL DISTANCE OF 140.88 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 0.727 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 9.270 ACRE TRACT, AND BEING A CORNER OF THIS SUBDIVISION, WHERE A WOODEN FENCE CORNER POST BEARS 0.7° N 06° W;
THENCE SOUTH 24 DEGREES 09 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF SAID 9.270 ACRE TRACT, A DISTANCE OF 141.30 FEET TO A CHISELED X IN CONCRETE AT A POINT OF INTERSECTION OF SAID 9.270 ACRE TRACT, AND BEING A CORNER OF THIS SUBDIVISION;
THENCE SOUTH 07 DEGREES 07 MINUTES 36 SECONDS EAST, ALONG THE EAST LINE OF SAID 9.270 ACRE TRACT, A DISTANCE OF 140.96 FEET TO A POINT AT A POINT OF INTERSECTION OF SAID 9.270 ACRE TRACT, AND BEING A CORNER OF THIS SUBDIVISION, WHERE A FOUND GALVANIZED FENCE CORNER POST BEARS 0.25° S 12° W;
THENCE SOUTH 27 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE EAST LINE OF SAID 9.270 ACRE TRACT, A DISTANCE OF 163.96 FEET TO A CHISELED X IN CONCRETE AT A POINT OF INTERSECTION OF SAID 9.270 ACRE TRACT, AND BEING A CORNER OF THIS SUBDIVISION;
THENCE SOUTH 00 DEGREES 55 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF SAID 9.270 ACRE TRACT, A DISTANCE OF 243.73 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 9.99 ACRES, SURVEYED IN JANUARY 2026.

LEGEND

○ MONUMENTS AS DESCRIBED IN FIELD NOTES

———— SUBDIVISION BOUNDARY

———— SUBDIVISION LOT LINES

———— ADJACENT BOUNDARY LINES

----- EASEMENT LINES

Page 331 of 376



Outlook

Zoning Notification Response Form Case: Z-2026-06

From isaias.herrera [REDACTED]
Date Tue 1/20/2026 1:50 PM
To Planning Services <planning@abilenetx.gov>

Dear Sir/Ma'am,

I, Isaias Herrera, and my wife Julietta Herrera are in favor of the zone change being requested under Zoning Application Number Z 2026 06.

If there are any questions regarding our position, i can be reached at [REDACTED], or via email to:
[REDACTED]

Thank You,

Isaias Herrera

Sent from my T-Mobile 5G Device



REZONE REQUEST

Case: Z-2026-06

Owner: Timothy Yandell

Request: Change the zoning of approximately 2.80 acres from Agricultural Open (AO) to Residential Single-Family (RS-6)

Location: 1512 Wildlife Tr.

Notification: 1 in Favor, 0 in Opposition

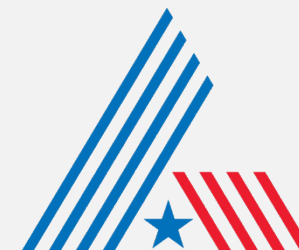
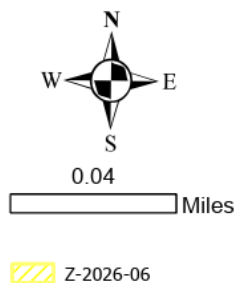
Planning & Zoning: February 3, 2026

Council Hearing: February 26, 2026
March 12, 2026

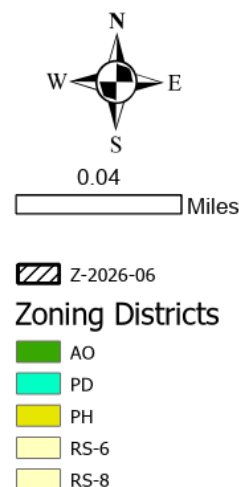




AERIAL LOCATION MAP



CITY OF
ABILENE
TEXAS





USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

P

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

C

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

TP

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





USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





PROPERTY VIEWS



Subject Property



Subject Property



Northeast Neighboring Property

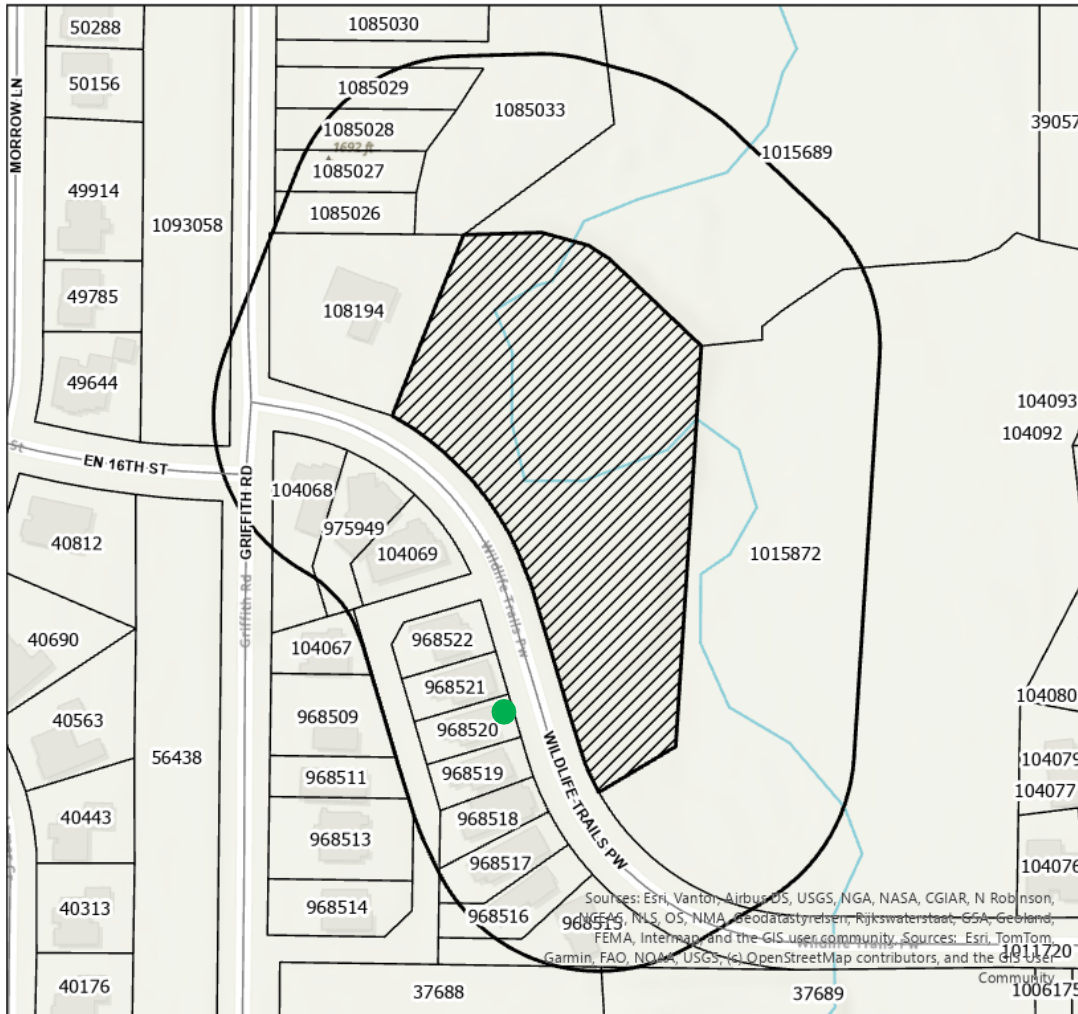


North Neighboring Property





NOTIFICATION AREA MAP





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

Planning and Zoning Commission Recommendation:

Approval





Questions?





**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: City Council
FROM: Emily Crawford, City Manager
ITEM: 19. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Approval of City Council Priorities and Guiding Principles *(Emily Crawford)*

GENERAL INFORMATION

The Abilene City Council held a strategic planning retreat on Thursday, February 5, 2026. The purpose of the meeting was to develop a strategic vision for the next 3-5 years for the city in light of the new growth that the city is experiencing and anticipating. SGR facilitated the meeting and provided a written report which includes Reputational Drivers, Pressing Problems, SWOT Analysis, and Strategic Priorities and Objectives. In addition, SGR provided Guiding Principles based upon the discussion and City Council input.

FUNDING/FISCAL IMPACT

Many priorities will have fiscal implications, but those will be presented at the time of the project or through the budget process.

STAFF AND/OR BOARD RECOMMENDATION

Approval of Strategic Priorities, Objectives, and Guiding Principles

ATTACHMENTS:

1. 2026 Resolution City Council Strategic Priorities and Principles
2. City Council Retreat Report Feb 2026 Final
3. City of Abilene Guiding Principles
4. City Council Presentation Slides - Strategic Priorities

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 03/10/2026

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, CITY OF ABILENE, TEXAS, APPROVING
THE CITY COUNCIL'S STRATEGIC PRIORITIES, OBJECTIVES AND GUIDING
PRINCIPLES**

WHEREAS, the City Council held a strategic planning retreat on February 5, 2026, and the purpose of the retreat was to develop a strategic vision for the next 3-5 years for the city in light of the new growth that the city is experiencing and anticipating; and

WHEREAS, SGR facilitated the retreat and provided a written report which includes Reputational Drivers, Pressing Problems, SWOT Analysis, and Strategic Priorities and Objectives; and

WHEREAS, in addition, SGR provided Guiding Principles based upon the discussion and City Council input; and

WHEREAS, the City Council desires to update and approve its priorities and guiding principles as a result of the strategic planning retreat.

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

- Part 1.** That the City Council approves and adopts the Strategic Report and Guiding Principles attached hereto.
- Part 2.** That the approved and adopted Strategic Report and Guiding Principles amend and replace any conflicting strategic priorities, objectives and guiding principles previously adopted by the City Council.
- Part 3.** That this Resolution is effective immediately upon adoption.

ADOPTED AND APPROVED on this 12th day of March, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



City of Abilene, Texas

City Council Retreat Report

February 9, 2026

The Abilene City Council held a strategic planning retreat on Thursday, February 5, 2026. The purpose of the meeting was to develop a strategic vision for the next 3-5 years for the city in light of the new growth that the city is experiencing and anticipating. The retreat was attended by the Mayor and everyone on the Council, except for Brian Yates, who had an unavoidable conflict. Brian, and the other Council Members, as well as the Mayor, had telephone conversations with the facilitator in advance of the retreat, in order to give their input on the future of the city. The City Manager, Deputy City Manager, Assistant City Manager, City Secretary, City Attorney, and Department Directors also attended the retreat. Mike Mowery, the President of Leadership Development for Strategic Government Resources, facilitated the retreat.

Below is a summary of the major discussion items, as well as the Strategic Priorities and Objectives that the Council created. SGR recommends that the Council adopt this as their strategic vision at an upcoming regularly scheduled Council Meeting.

Reputational Drivers

The Council created a list of reputational drivers for their future. These are things that answer the question, “What do we want to be known for?” As the Council envisions Abilene’s future, these are the things that they want to describe Abilene’s reputation.

1. Care for One Another
2. Clear Vision

3. Common Sense Economic Development that Allows Infrastructure to Keep Pace
4. Diversified Unification on the City Council
5. Exceptional Customer Service
6. Fiscal Responsibility
7. High Quality of Life with Attractive Amenities
8. Impeccable Integrity
9. Operational Excellence & Attractive Employer
10. Responsive, Reliable, & Adaptive

Pressing Problems

Pressing problems are the things that the Council believes need to be addressed in their strategic vision and plan. The top ten most pressing problems that the Council discussed are listed below.

1. **Streets (Street Maintenance Fee may need to be adjusted for inflation)**
2. **Housing**
3. **Water**
4. **Sustainable Succession Planning**
5. **Legislative Mandates**
6. Firefighters' Retirement Fund
7. Clarity in Vision – Embrace Change & Innovation
8. External & Internal Communication
9. 5 Year Capital Improvement Program
10. Childcare Needs in Abilene

SWOT Analysis

The Council and Staff worked together to create a list of Strengths, Weaknesses, Opportunities, and Threats.

Strengths

- Growth
- Healthy Council Relationships
- Local Economy - Momentum
- Staff is Strong
- Community Support & Engagement
- Military Agencies / Public Safety
- Location

Weaknesses

- Wages for Staff
- Aging Infrastructure
- Need CIP Plan
- Can We Be Agile?
- Retaining Staff
- Informed Populace
- Resistance to Change

Opportunities

- Quality of Life (Amenities)
- Fund Projects with Excess tax revenue
- Lake Fort Phantom Hill
- Leverage AI to be More Competitive
- Once in A Generation Opportunity
- College Education Opportunities and Job Market for Young Adults

- Telling Our Story Well
- I-20 & Loop 322 Development
- Growth of Dyess and Data Centers

Threats

- Cybersecurity
- Staff Retention
- Water Demands
- Cost Escalation
- State Legislature
- Need for Proper Planning
- Target on Your Back

Strategic Priorities

The Council worked together to develop a list of Strategic Priorities that collectively could support their vision for what Abilene could become over the next 10-15 years. This is not an exhaustive list of everything that the city needs to do, but it is the list of what they think are the most strategic priorities that the city needs to maintain to be successful. They are listed below in alphabetical order.

- 1. Community Engagement**
- 2. Sustainable Growth**
- 3. Housing**
- 4. Infrastructure**
- 5. Organizational Excellence**

Strategic Priorities and Objectives

After developing the Strategic Priorities, the Council and Staff worked together to develop a list of objectives for each of the Strategic Priorities. This list of objectives is not a workplan or a set of SMART Goals. This is a list of objectives that helps clarify what the Council would like to see accomplished in each of these areas. The Staff will use this information to develop a workplan that is in alignment with these priorities and objectives.

1. Community Engagement

- **Objective One:** Serve as the preeminent source of municipal information.
- **Objective Two:** Implement proactive public education initiatives.
- **Objective Three:** Maintain quality, effective internal communication.
- **Objective Four:** Foster purposeful collaboration with voices from across the community.

2. Sustainable Growth

Objective One: Encourage and incentivize training and development of tradespeople for high demand jobs within the city organization.

Objective Two: Plan for infrastructure repairs after major construction initiatives, specifically referencing Dyess and AI.

Objective Three: Increase investment in quality of life amenities to attract and retain professionals and their families.

Objective Four: Diversify funding sources to offset volatility or reduction in property and sales tax.

3. Housing

- **Objective One:** Optimize zoning and land development regulations for a streamlined, low regulatory environment.
- **Objective Two:** Identify and promote infrastructure-ready areas for housing.

- **Objective Three:** Create a developer engagement process to align community needs with development opportunities.
- **Objective Four:** Evaluate opportunities to modify floodplain and floodway constraints.

4. Infrastructure

- **Objective One:** Fund infrastructure development at a rate that exceeds asset deterioration, including streets, water, stormwater, sewer, IT, radio, buildings, and facilities.
- **Objective Two:** Continue planning for the Cedar Ridge Reservoir.
- **Objective Three:** Prioritize proactive preventative maintenance over repair to extend the useful life of assets and avoid emergency repair costs.
- **Objective Four:** Reestablish a rolling 5-year Capital Improvement Program (CIP) informed by established master plans.
- **Objective Five:** Ensure infrastructure capacity and maintenance do not impede economic development.

5. Organizational Excellence

- **Objective One:** Implement a well-coordinated hiring plan across all departments that is responsive to growth.
- **Objective Two:** Adopt and maintain a proactive technology approach to maximize operational efficiency.
- **Objective Three:** Establish a Capital Improvement Program (CIP) for technology to improve staff efficiency.
- **Objective Four:** Maintain a competitive workforce that meets national standards, for every area, just as we do with public safety.
- **Objective Five:** Provide and maintain market-rate compensation for city employees.

City of Abilene Guiding Principles

1. **Care for One Another.** We foster genuine compassion for our colleagues, residents, and stakeholders. While the challenges of public service are often complex, we are committed to approaching every interaction with kindness, patience, and professional grace.
2. **Clear Vision.** Abilene is in a season of unprecedented momentum. We are relentlessly pursuing a future where every member of our community has the opportunity to thrive, ensuring our daily actions align with this bold destination.
3. **Common Sense Economic Development.** We believe a thriving economy is built on a foundation of robust infrastructure. By prioritizing the essential systems businesses need to succeed, we ensure that community growth and economic opportunity move forward in perfect lockstep.
4. **Diversified Unification on the City Council.** We champion the unique perspectives and voices of every Council member. We cultivate a culture of rigorous, respectful debate where individual viewpoints are honored, ultimately resulting in a unified commitment to the majority's decision.
5. **Exceptional Customer Service.** Public service is a noble calling, not just a job. We treat every resident as a neighbor, delivering high-tier service that reflects our respect for the community we serve.
6. **Fiscal Responsibility.** We are diligent stewards of public resources. By enacting conservative, forward-thinking fiscal policies, we ensure Abilene remains on a stable and prosperous financial foundation for generations to come.
7. **High Quality of Life.** We are dedicated to enhancing the daily experience of our residents. Our goal is to make Abilene the premier destination in the region to live, work, and play through intentional community investment.
8. **Impeccable Integrity.** Integrity is our brand promise. We hold ourselves to the highest ethical standards, ensuring that even when faced with difficult decisions, our actions remain transparent, honest, and beyond reproach.

9. **Operational Excellence & Employer of Choice.** We bridge the gap between efficiency and high-level performance. By fostering a culture of support and professional growth, we ensure the City of Abilene remains a top-tier workplace that attracts and retains the best talent.
10. **Responsive, Reliable, and Adaptive.** To deliver the quality of life our residents deserve, we remain agile and proactive. Our partners and stakeholders can trust us to lead with confidence, adapting quickly to overcome any challenge that arises.

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Approval of Council Priorities and Guiding Principles

March 12, 2026





Council Strategic Planning Retreat

- The City Council held a Strategic Planning Retreat on Feb. 5, 2026.
- Purpose was to develop a strategic vision for the next 3-5 years for the city.
- Multiple topics were discussed and round table exercises were held with staff.





Council Strategic Priorities

1. Community Engagement

- **Objective One:** Serve as the preeminent source of municipal information.
- **Objective Two:** Implement proactive public education initiatives.
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Council Strategic Priorities

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Council Strategic Priorities

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Council Strategic Priorities

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Council Strategic Priorities

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Council Strategic Priorities

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Council Strategic Priorities

5. Organizational Excellence

- **Objective Four:** Maintain a competitive workforce that meets national standards, for every area, just as we do with public safety.
- **Objective Five:** Provide and maintain market-rate compensation for city employees.





Council Guiding Principles

- Care for One Another
- Clear Vision
- Common Sense Economic Development
- Diversified Unification on the City Council
- Exceptional Customer Service
- Fiscal Responsibility
- High Quality of Life
- Impeccable Integrity
- Operational Excellence and Employer of Choice
- Responsive, Reliable, and Adaptive





**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: Emily Crawford, City Manager
FROM: Tiffany Nichols
General Manager
ITEM: **20. Presentation:** Presentation of Abilene Convention Center 2025 Annual Report
(Tiffany Nichols, General Manager)

GENERAL INFORMATION

Tiffany Nichols, General Manager of the Abilene Convention Center, will present the 2025 Annual Report.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

1. 2025 Annual Report

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

2025

ANNUAL REPORT



 **TEXAS BAPTISTS**
SINCE 1886



**COMMUNITY
FOUNDATION
of ABILENE**

Dear Abilene Friends and Neighbors,

This past year has been one of meaningful progress and renewed momentum at the Abilene Convention Center. Serving my hometown in this role is an incredible privilege, and I’m proud of the strides our team has made to create a place where our community gathers and where guests from near and far experience the genuine warmth, hospitality, and spirit that define Abilene, Texas.

In 2025, we celebrated 55 years of gathering, honoring the rich history of events, memories, and milestones created within these walls. At the same time, we made important investments to enhance the guest experience, including new seating, a state-of-the-art soundboard in the auditorium, and the launch of in-house hospitality services and concessions, allowing event planners to have expanded options and experience for every guest who walks through our doors.

We launched the REAL Impact Service Program this year, reinforcing our commitment to service and the spirit of hospitality that defines Abilene. This values-driven initiative guides how our team serves guests and one another, ensuring every visit is welcoming, safe, and memorable.

Over the past year, the Convention Center remained a hub of activity and connection, hosting 177 total events, including 137 returning gatherings and 40 new events, while securing three new bids that will bring future opportunities to our city. Broadway in the Big Country continues to grow, and we welcomed thousands of guests, selling nearly 43,000 box office tickets to bring the energy of live performances to Abilene’s Cultural District.

These successes are made possible by the partnerships and support of our community. Together, we generated more than \$1.37 million in gross event income and over \$1.05 million in net event income, reflecting the enduring strength and value of gathering in Abilene.

As we look ahead, our focus remains clear – to continue to enhance guests’ experience, attract exceptional events, and ensure the Convention Center remains a place the Big Country is proud to call its own. Whether you’re attending a performance, celebrating a milestone, or visiting Abilene for the first time, you’ll always find a warm welcome here.

Thank you for your continued support and for helping make the Abilene Convention Center a place where memories are made and visitors become friends.

Tiffany Nichols

Tiffany Nichols
General Manager



Financial Overview

	2024-SEP	2025-SEP
Sales	\$339,304	\$392,026
Ticketing	\$88,260	\$101,827
Food & Beverage	\$94,455	\$268,184
Events Count	162	177
Gross Event Income	\$1,085,168	\$1,376,453
Net Event Income	\$897,526	\$1,053,836

Social Media Statistics: 2024 vs 2025

Facebook	2024	2025
Views	1.8M	1.9M
Link Clicks	32.5K	12.1K
New Followers	2.1K	1.3K
Ending Followers	10K	11.3K

Instagram	2024	2025
Views	36.7K	34.6K
New Followers	250	305
Ending Followers	745	1,050

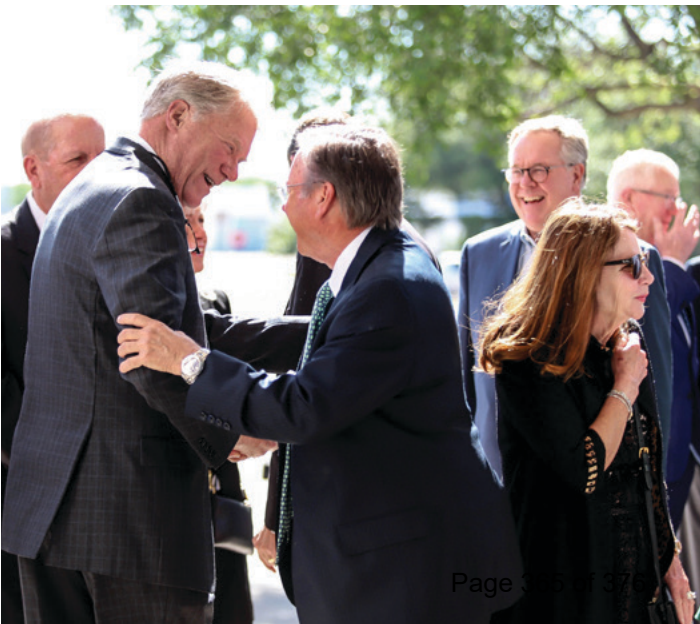
Other Social Media Platforms (2025)		
LinkedIn:	Account launched in March 2024 Ending Followers for 2025: 463	
TikTok:	Account launched in December 2024 Ending Followers for 2025: 1,078	

Email Marketing Stats	2024	2025
Subscribers	7,710	13,193

Press Releases Sent	15	20
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Visitors

CITY	2025 % OF TOTAL DEVICES
Dallas/Fort Worth	8.6%
Odessa/Midland	3.7%
Buffalo Gap	3.2%
Austin	2.5%
Houston	1.7%
San Angelo	1.6%
San Antonio	1.6%
Lubbock	1.4%
Amarillo	1.1%



Key Accomplishments for 2025

- Celebrated 55 Years of Gathering
- New Banquet Chairs
- Launched In-house Bars and Concessions
- Grew Broadway Subscribers
- Implemented REAL Impact Service Program
- New Soundboard in the Auditorium
- Partnership with 83 Entertainment (Backstage & In-House)



COMMON PURPOSE
Real People. Infinite Stories. Meaningful Moments.

TEAM VALUES

RESPECT

- We embrace human differences & create a space where all feel welcomed, seen, and valued.
- We build trust by treating others with dignity in all environments.
- We handle challenges with professionalism, calm presence, and a solution-focused mindset.

COMMUNICATION

- We speak clearly and proactively with everyone.
- We create a safe space for openness, feedback, and ideas.
- We prioritize celebrating wins and uplifting each other.

INTEGRITY

- We stay mindful and care for ourselves to lead and serve at our best.
- We do the right thing—especially when no one is watching.
- We hold ourselves and others accountable.

SERVE

- We take responsibility for the success and well-being of our teammates.
- We support teammates and the community with open hands.
- We lead through dependable, purpose-driven service.

R.E.A.L. EXPERIENCE

R — READY FOR SAFETY

- We take responsibility for the safety of our guests, team, and ourselves.
- We stay alert and aware of our surroundings at all times.
- We follow “see something, say something.”

E — ELEVATE THE EXPERIENCE

- We greet everyone with warmth, eye contact, and a smile.
- We listen fully, respond respectfully, and go the extra mile.
- We treat everyone with kindness and empathy.

A — ACT EFFICIENTLY

- We take ownership of knowing our roles, responsibilities, and the facility we represent.
- We anticipate needs and solve problems proactively.
- We avoid waste, stay organized, and keep things moving.

L — LEAVE A LASTING IMPRESSION

- We maintain a clean, organized appearance—both personally and in our environment.
- We take pride in small details—because they speak loudly.
- We represent our brand with confidence, positivity, and consistency.

Returning Events: **137**
New Events: **40**
Bids Won: **3**

Survey Results:

We conducted surveys for every event hosted at our venue to gather feedback on the overall experience:

- **Overall Experience Rating:**
98% of respondents rated their experience as “Excellent” or “Very Good” when asked, “How would you evaluate your overall experience with the venue, from the point you inquired about hosting your event to today?”
- **Auditorium Experience:**
85% of respondents rated their experience as “Excellent” or “Very Good” when asked, “Overall, how was your experience at the venue?” This was a 1% increase over the previous year.
- **In-the-Moment Survey:**
80% of attendees rated their overall experience as “Excellent” or “Very Good” after scanning the QR code available at the venue during events.

Box Office Total Tickets Sold:

2024:
32,673

2025:
42,940

Staff:



TIFFANY NICHOLS
General Manager



COURTNEY EDEN
Senior Sales Manager



MORGAN GARRISON
Marketing Manager



VANESSA GOMEZ
Housekeeper



LUIS HERNANDEZ
Housekeeper



CYNTHIA LAMBERT
Finance Manager



MOLLY MERCK
Events Manager



CHRISTINA MITCHELL
Executive Assistant



SHEILA RICHARDSON
Events Manager



CHRISTIAN RODGERS
Senior Facility Manager



REBECCA ROMINES
Box Office Manager



KYLE WECKWERTH
Senior Operations Manager

2025 Events:

ABILENE CONVENTION CENTER

- Abilene High School Football Banquet
- Texas Gun & Knife Show x5
- New Hope Church 25th Anniversary
- Hendrick Home for Children Dancing with the Abilene Stars
- Abilene Wine Festival
- From Flower to Glass
- West Texas Rehab Telethon
- MLK Banquet
- Ben E. Keith Food Show
- Paradigm Training
- Wylie High School Winter Formal
- Jim Ned High School Winter Formal
- A.L. Helmcamp 2025 Safety Meeting
- Junior League of Abilene General Membership Meeting
- Claudie C. Royals Banquet
- Rescue the Animals Fur Ball
- City of Abilene Electricians Continuing Education
- Abilene Police Department Testing
- MET Wedding Expo
- Energy Transfer Train the Trainer
- Hargrove Crop Insurance Customer Appreciation
- Christian Business Women's Network Expo
- Roller Derby x5
- Abilene Police Department Polygraph Exams
- City of Abilene - Fallen Hero Memorial Plaza Dedication Ceremony
- Abilene Chamber of Commerce Business Expo
- Big Country Vintage Swap Meet
- Center for Contemporary Arts – Art, Brunch, and Paint Off
- Kiwanis Pancake Day
- SPCAA WIC
- United Way Annual Meeting
- Pioneer Drive Baptist Church Easter Pageant
- Wylie High School Prom
- Pregnancy Resources Life in Bloom
- Oracle Onboarding and Training x20
- Abilene Teachers Federal Credit Union Annual Meeting
- Abilene Chamber of Commerce World's Largest BBQ
- Big Country Athletic Hall of Fame Banquet
- Abilene Independent School District Head Start Registration
- West Texas County Judges and Commissioners Association Annual Meeting
- Hardin Simmons University Champions Dinner
- First Financial Bank Annual Meeting

Baptist General Convention of Texas Annual Meeting



- Texas State Technical College Commencements
- Wylie High School Band Banquet
- Central West Texas Regional Water School
- Hardin Simmons University Commencements
- Dance Discovery Recital
- Cisco College Graduation
- Abilene Comic Con
- Light Mission Church Service



Community Foundation Annual Luncheon

- Clyde High School Academic Banquet
- The Scout Guide Abilene Launch Party
- Abilene Fire Department Exam
- Abilene Quilters Guild Quilt Show
- Catholic Diocese of San Angelo
- Abilene Cultural Affairs Council Children's Art and Literacy Festival (CALF)
- Juneteenth Celebration
- Friends of the Library Book Sale
- Big Brothers Big Sisters Make Your Mark
- Wedding Reception
- Tige Boats
- Texas West Little League Registration
- Women's Empowerment Conference
- Garageband Woodstock
- Texas Dental Association Mission of Mercy

- Abilene Housing Authority Briefing
- Kulture Con
- Ortiz Sweet 16
- Abilene Independent School District Registration
- AISD Headstart
- Big Country Youth Agriculture Foundation Farm to Table Dinner
- West Texas Rehab Dinner Show
- NWTX Apostolic Assembly District Conference
- City of Abilene – Human Resources Open Enrollment
- Life Line Screening
- Big Country AA Conference
- Oracle Interviews
- Abilene Housing Authority Annual Conference
- West Central Texas Emergency Preparedness
- Dyess Air Force Ball



Dancing with the Abilene Stars

- Wylie High School Homecoming Dance
- Statewide Quail Symposium
- Abilene Chamber of Commerce Membership Celebration
- Pride Indoor Festival
- Coca-Cola Family Fun Day
- Habitat for Humanity Homecoming
- Anime Sekai

- SPCAA WIC Fall Meeting
- Fashions for the Cure
- Hendrick Health Leadership Development Institute
- Noah Project Luncheon
- Abilene Chamber of Commerce Business Mercado
- Dwarfimators
- Love and Care Ministries Annual Revival
- Johnstone Supply HVAC Training
- Big Brothers Big Sisters The Big Cheese
- Valley View Baptist Church 52nd Anniversary
- Abilene High School Homecoming
- Hendrick Health Bunco for Breast Cancer
- LPI Hot Tub Sales
- The Gathering Place Gaming Expo
- Christian Homes Fall Banquet
- West Texas Young Professionals Summit
- Junior League of Abilene Christmas Carousel
- Community Foundation of Abilene Annual Luncheon
- Texas Midwest Community Network (TMCN) Annual Meeting
- Baptist General Convention of Texas Annual Meeting
- Fountaingate Falling Into Christmas
- Workforce Solutions Job Fair
- HEB Feast of Sharing
- Abilene Independent School District Hello High School
- Hawley Winter Formal
- JLL Training x4
- Abilene Independent School District Retirement Luncheon
- Samuel EPC Christmas Party
- Directors Investment Group Christmas Party



ABILENE AUDITORIUM

- Abilene Philharmonic Concert x8
- Mean Girls
- Lita Ford
- Jo Koy
- The Gatlin Brothers
- The Great Gatsby Ballet by the World Ballet Company
- Pretty Woman: The Musical
- Rock Orchestra by Candlelight
- Stephen Fite
- A Taste of Ireland
- Annie
- Theresa Caputo Live! The Experience
- Abilene Performing Arts Company Showcase
- Patty Harper Show
- Elvis – Back in the Building – Musical Production
- Justin Willman
- Joe Bonamassa
- John Crist
- Mrs. Doubtfire
- Patty Harper Once Upon A Christmas Eve Recital
- NUTCRACKER! Magical Christmas Ballet

Food & Beverage:

Growth Through In-House Hospitality

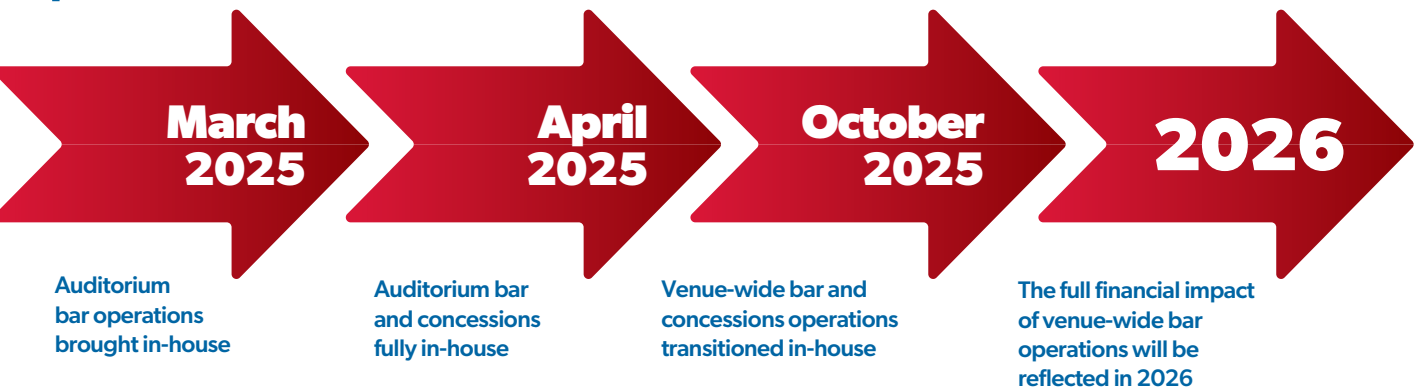
The transition to in-house hospitality strengthened revenue performance, increased per capita spending, and enhanced the guest experience — with full venue-wide impact expected in 2026.

Per Cap Growth:

\$8.09 Up from \$6.92 in 2024
per cap in 2025

17%
increase year-over-year

Operational Milestones:



Concessions Snapshot: (POS Numbers)

Totals:

5,962 Beverages Sold
4,860 Food Items Sold

Top Selling Items:

2,209 Soft Drinks
1,982 Water Bottles
957 Candy

Bar Performance Snapshot: (POS Numbers)

Totals:

3,054 Bottles of Beer
2,018 Liquor Pours
1,269 Specialty Cocktails
1,000 Glasses of Wine

Top Sellers:

Michelob Ultra (845)
Crown Royal (655)
Tito's Vodka (622)

Catering Partners:

29 Approved Caterers

"In-house hospitality is performing strongly, increasing per capita revenue, and positioning the Convention Center for even greater impact in 2026."



Community Service Initiatives in 2025

Throughout the year, our team participates in various volunteer activities, finding meaningful ways to give back and celebrate our community.

Mission Thanksgiving

5 team members volunteered a total of two hours each to assist with unloading and organizing donated items.

Santa for Seniors

Each team member volunteered with Home Instead purchasing Christmas gifts for local seniors.



Total Volunteer Hours:

98

contributed by staff in 2025.

All Kind Animal Initiative

Staff members volunteered with All Kind Animal Initiative by interacting and playing with shelter dogs and cats to provide enrichment and social interaction.



Pre-Parade Party at Festival Park

In partnership with DoubleTree, staff hosted a pre-parade event providing 150 free hot chocolates, popcorn, and Broadway in the Big Country ornaments. Santa Claus made a special appearance for photos.



Suzanne Davis:

May 8, 1988 - McMurry (College at that time) held its Spring Commencement in the Auditorium. I was graduating with my Bachelors Degree in Education. In my memory, it was the first time that McMurry had held Commencement there. Before the ceremony, there was an entrance march where graduates lined the outer hallway, where there was a long series of steps leading down to the stage area. Faculty members walked down the steps, congratulating graduates along the way. Our beloved Dr. Thomas Kim was leading that procession, but right as he approached me, he tripped on his robe and was headed for a tumble. I instinctively reached out and grabbed him. He was grateful for the "save" and gave me a big hug.



Jeff Salmon:

When I was a 6th grader at Taylor Elementary our choir was performing at the Civic Center (circa 1979-80) for Texas Governor Bill Clements. Our performance theme was based on comic strip characters and I was playing the role of Beetle Bailey, an army private, and my prop was a WWII rifle provided by one of the dads. Just before our performance I got pulled aside by the Texas Ranger providing security for the Governor, asking about the gun. Who looked it over and said "this is a fully working gun, so I'm going to have to disable it." He took it apart and gave it back to me. We sang our program in front of the largest audience we had ever performed for and it all went great.

Afterwards the Governor came and shook my hand. I didn't think it much too about the interaction but it made the newspaper and statewide news the next day.



ABILENECONVENTIONCENTER.COM



**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: Honorable Mayor & Members of City Council
FROM: Stanley Smith, City Attorney

ITEM: 21. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:
A. 551.071 (Consultation with Attorney)

1. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
2. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
3. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
4. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
5. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
6. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
7. The Woodlands Pride, Inc., et al. v. Ken Paxton, Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
8. PFAS Litigation
9. Ginger Robertson v. City of Abilene and Abilene Zoological Society; Cause No. 13179-D, In the 350th Judicial District Court, Taylor County, Texas; filed December 5, 2023
10. City of Dallas, et al. v. Disney DTC, LLC, et al., Cause No. DC-22-09128, In the 14th Judicial District Court, Dallas County, Texas, filed August 3, 2022
11. Patricia Anderson v. City of Abilene; Cause No. 51867-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024
12. Mary Lou Gonzales v. City of Abilene, Board of Building Standards; Cause No. 29156-B; In the District Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024
13. Bouldin Pat Crofton v. City of Abilene, Board of Building Standards; Cause No. 52175-A, In the 42nd Judicial Court, Taylor County, Texas; filed May 9, 2025
14. Tracey Freeman v. City of Abilene, Case No. 13596-D; In the District Court of Taylor County, 350th Judicial District, filed on July 8, 2025
15. Bronson Joseph Serasio v. C Davis, City of Abilene Police Department; Case No. 25SC-11643J11; In The Small Claims Court, Precinct 1, Place 1, Taylor County, Texas, filed July 21, 2025
16. Victor Lynn Lee v. Erin Stamey, et al., Case No. 5:25-cv-00590-XR; In the United States District Court, Western District of

Texas, San Antonio Division; filed May 28, 2025

17. Brennon and Brittany Manske, et al. v. City of Abilene, et al.; Case No. 1:25-cv-00172-H, In the United States District Court, Northern District of Texas, Abilene Division, filed September 5, 2025

18. Kevin Young v. Matthew Clopton; Case No. 1:24-CV-00113-H, In the United States District Court, Northern District of Texas, Abilene Division, filed July 16, 2024

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

20. Rusty Miller and Jenny Miller, Individually, and as Next Friends of Jayden Miller v. the City of Abilene; Cause No 13773-D, in the 350th Judicial District Court, Taylor County, Texas, filed December 22, 2025

21. Peer Cities and Fire Association Meet & Confer Agreement

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

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:



**CITY COUNCIL
MEMORANDUM
3/12/2026**

TO: Honorable Mayor & Members of City Council
FROM: Shawna Atkinson, City Secretary
ITEM: 22.

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

- Abilene Housing Authority
- Street Maintenance Advisory and Appeals Board

GENERAL INFORMATION

The item provides for reappointment of members as well as appointing members to certain boards and commissions.

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF AND/OR BOARD RECOMMENDATION

(Re)Appointment

ATTACHMENTS:

1. B&C Resolution
2. Board Appointment Exhibit (1)
3. B&C Presentation Slide

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AS REQUIRED BY THE CHARTER OF THE CITY OF ABILENE AND STATUTES OF THE STATE OF TEXAS

WHEREAS, the Charter of the City of Abilene and the Statutes of the State of Texas require that certain Boards and Commissions be established with a portion of the memberships thereof to be filled by appointment each year; and

WHEREAS, the City Council is of the opinion that the following members should be appointed to the designated Boards and Commissions, and has requested the Mayor to appoint same with the approval of the Council.

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

PART 1: That the list of Members is attached hereto as Exhibit A, shall be in all things, approved.

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

PASSED this 12th day of March, 2026.

ATTEST:

Shawna Atkinson, City Secretary

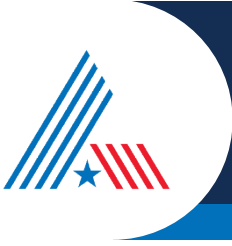
Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Abilene Housing Authority</i>	
Gayla Fullerton [New]	November 2026 [Unexpired Term]
<i>Street Maintenance Advisory & Appeals Board</i>	
Brock Isbell [Reappointment]	March 2028
Antonio Pallarez [Reappointment]	March 2028
Jennifer Martinez [Reappointment]	March 2028



Resolution: Appointing Member(s) to Various Boards and Commissions per the City Charter

- Abilene Housing Authority
 - Gayla Fullerton – New
- Street Maintenance Advisory & Appeals Board
 - Brock Isbell [Reappointment]
 - Antonio Pallarez [Reappointment]
 - Jennifer Martinez [Reappointment]

