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 26, 2026, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Mayor Pro-tem Brian Yates

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

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

- Master Sergeant Claudio Castillo
- Captain Alexandra McIntosh

3. **Proclamations:**

- Emergency Preparedness Month

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

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

4. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on March 12, 2026 ***(Shawna Atkinson)***

5. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve Amendment 2 to the Agreement with Transdev, U.S. for Transit Management Services ***(Don Green)***

6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Commissioning of Christopher Robin and his Door, Owl and Owl House, Eeyore's House ***(Lesli Andrews)***

7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Accepting the Benches in Adamson-Spalding and Clear Fork Bank Storybook Gardens, and Along Cypress Street ***(Lesli Andrews)***

8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Memorandum of Understanding with Abilene Cultural Affairs Council and Adding a Mural to the Sidewalk at Clear Fork Bank Storybook Garden ***(Lesli Andrews)***

9. **Resolution**: Receive a Report, Hold a Discussion and Take Action on Approving the City Manager to Enter into a Contract with CS Advantage USAA Inc. for the Roof Replacement at Maxwell Municipal Golf Course Clubhouse ***(Lesli Andrews)***

10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Services Contract with Atlas Copco Compressor Services for Maintenance and Repair of Air Compressors at the Hamby Water Reclamation Facility and Hargesheimer Water Treatment Plant ***(Matthew Dane)***

11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the First Amendment to the Water Supply Contract with Hamby Water Supply Corporation ***(Matthew Dane)***

12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering into Seven Economic Development Agreements with Thornton Customs Homes as Part of the Rebuild Abi Program ***(Tim Littlejohn)***

13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving an Updated Project Plan, Updated Facade and Demolition Grants and Sidewalk Grant for Tax Increment Reinvestment Zone (TIRZ) #2 District ***(Tim Littlejohn)***

14. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering into a Economic Development Agreement with Continued Growth Alliance LLC for 2041 S 20th St. ***(Tim Littlejohn)***

15. **Ordinance (First Reading) CUP-2026-04:** 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 Outdoor Recreational Activities (Pickleball Courts). Located At 1200 Ruswood Dr. ***(Tim Littlejohn)***

16. **Ordinance (First Reading) Z-2026-08:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.074 Acres from Residential Single Family (RS-6) to General Commercial (GC) Zoning. Located at 1366 Portland Avenue. ***(Tim Littlejohn)***

17. **Ordinance (First Reading) Z-2026-09:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 6.82 Acres from Residential Single-Family (RS-6), Mobile/Manufactured Home (MH), Light Industrial (LI), and General Commercial (GC) to General Commercial (GC) Zoning. Located at 650 N. 18th Street ***(Tim Littlejohn)***

18. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Ordinance 58-2022 and Establishing a New End Date for Tax Increment Reinvestment Zone (TIRZ) #3 District ***(Tim Littlejohn)***

19. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 28, "Solicitations", of the Code of Ordinances, Article II - "Permit", Section 28-17 "Issuance"***(Shawna Atkinson)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

20. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Take Action on Amending the FY26 Fee Schedule for Cypress Plaza and Recreation Centers ***(Lesli Andrews)***

21. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Consider and Adopt Ordinance Authorizing the Issuance and Sale of City of Abilene, Texas Combination Tax and Surplus Revenue Certificates of Obligation, For Water System Improvements; Levying an Annual Ad Valorem Tax and Providing for the Security for and Payment Of such Certificates; Providing an Effective Date; and Enacting Other Provisions Relating to the Subject ***(Marjorie Knight)***

EXECUTIVE SESSION

22. **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. Victor Lynn Lee v. Erin Stamey, et al., Case No. 5:25-cv-00590-XR; In the United States District Court, Western District of Texas, San Antonio Division; filed May 28, 2025
16. Brennon and Brittany Manske, et al. v. City of Abilene, et al.; Case No. 1:25-cv-00172-H, In the United States District Court, Northern District of Texas, Abilene Division, filed September 5, 2025
17. Kevin Young v. Matthew Clopton; Case No. 1:24-CV-00113-H, In the United States District Court, Northern District of Texas, Abilene Division, filed July 16, 2024
18. Ishmael Jaimes v. City of Abilene; Civil Action No. 1:25-cv-00249-H; In the United States District Court, Northern District of Texas, Abilene Division; filed November 13, 2025
19. Rusty Miller and Jenny Miller, Individually, and as Next Friends of Jayden Miller v. the City of Abilene; Cause No 13773-D, in the 350th Judicial District Court, Taylor County, Texas, filed December 22, 2025
20. Fire Meet & Confer Contract
21. Texas Local Government Code Section 143

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
3. City Manager 6 Month Evaluation

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

REGULAR AGENDA

23. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Meet & Confer Agreement with the Abilene Professional Fire Fighters Association ***(Emily Crawford)***

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 20th day of March, 2026, at 3:20 p.m.

Shawna Atkinson, TRMC, CMC

City Secretary

CITY COUNCIL MEMORANDUM
3/26/2026

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

ITEM: **4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on March 12, 2026 *(Shawna Atkinson)***

GENERAL INFORMATION
Approval of the Minutes from the Regular Meeting Held on March 12, 2026

FUNDING/FISCAL IMPACT
None

STAFF AND/OR BOARD RECOMMENDATION
Approval of the Minutes

ATTACHMENTS:
1. 03-12-2026 Minutes - Regular - Morning

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 3/23/2026

CITY COUNCIL MEETING
March 12, 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 March 12, 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 and Miguel Espinoza. Councilmembers Lynn Beard and Travis Craver were absent. Also present were City Manager Emily Crawford, City Attorney Stanley Smith, and City Secretary Shawna Atkinson

Councilmember Miguel Espinoza led the invocation and the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

- Employee Service Awards:
  - Ezequiel Herrera – 20 Years – Public Works
- Proclamations:
  - Social Work Month – accepted by Roz Evans
  - Kynzie Colmery Day – accepted by Kynzie Colmery
- Recognition:
  - The Marketing & Communications Department was recognized for their exceptional State of the City programming.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 5-14. Item 8 was pulled from consideration prior to the meeting.

PUBLIC COMMENTS

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

- Jack Hadlock
- Colton Black
- Jarrod Crockett
- Michael Glynn
- Brandon Gurganus
- Gary Cheek
- Tammy Fogle
- Eric Bengs
- Baker Bryant

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

CONSENT AGENDA

Mayor Pro-Tem Yates moved to approve the consent agenda, now consisting of items 5-7 and 9-14. Deputy Mayor Pro-tem Regan seconded the motion. Motion carried.

AYES (5): Mayor Hurt, Mayor Pro-tem Yates, Deputy Mayor Pro-tem Regan, and Councilmembers Price and Espinoza
NAYS (0): None
ABSENT (2): Councilmembers Beard and Craver

5. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on February 26, 2026

6. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve the Airline Terminal Lease and Operating Agreement with American Airlines, Inc.
[ASSIGNED RESOLUTION NO. 45-2026]

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
[ASSIGNED RESOLUTION NO. 46-2026]

9. Resolution: Receive a Report, Hold A discussion, and Take Action to Approve a Lease and Operating Agreement with SkyWest Airlines, Inc.
[ASSIGNED RESOLUTION NO. 48-2026]

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
[ASSIGNED RESOLUTION NO. 49-2026]

11. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Microsoft SharePoint Storage from SHI International Corporation
[ASSIGNED RESOLUTION NO. 50-2026]

12. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve a Street Use License Extended Term with EA Engineering
[ASSIGNED RESOLUTION NO. 51-2026]

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
[ASSIGNED RESOLUTION NO. 52-2026]

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

ITEMS PULLED FROM CONSIDERATION

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
[NOT CONSIDERED]

REGULAR AGENDA

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
[ASSIGNED ORDINANCE NO. 16-2026]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would approve a Conditional Use Permit (CUP) at the above referenced location, to allow for a recreational vehicle (RV) park in Agricultural Open Space (AO) and General Commercial (GC) Zoning.

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

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

AYES (5): Mayor Hurt, Mayor Pro-tem Yates, Deputy Mayor Pro-tem Regan, and Councilmembers Price and Espinoza
NAYS (0): None
ABSENT (2): Councilmembers Beard and Craver

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
[ASSIGNED ORDINANCE NO. 17-2026]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would approve a Conditional Use Permit (CUP) at the above referenced location, to allow for a recreational vehicle (RV) park in Agricultural Open Space (AO) and 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 Price seconded the motion; motion carried.

AYES (5): Mayor Hurt, Mayor Pro-tem Yates, Deputy Mayor Pro-tem Regan, and Councilmembers Price and Espinoza
NAYS (0): None
ABSENT (2): Councilmembers Beard and Craver

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
[ASSIGNED ORDINANCE NO. 18-2026]

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-59) to General Retail (GR) Zoning.

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

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

AYES (5): Mayor Hurt, Mayor Pro-tem Yates, Deputy Mayor Pro-tem Regan, and Councilmembers Price and Espinoza
NAYS (0): None
ABSENT (2): Councilmembers Beard and Craver

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.
[ASSIGNED ORDINANCE NO. 19-2026]

Councilmember Espinoza had a conflict of interest on this item and left the room during deliberation and abstained from voting. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

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

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

- BJ Pritchard, agent for the applicant

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

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

AYES (4): Mayor Hurt, Mayor Pro-tem Yates, Deputy Mayor Pro-tem Regan, and Councilmember Price
NAYS (0): None
ABSTAIN (1): Councilmember Espinoza
ABSENT (2): Councilmembers Beard and Craver

19. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Approval of City Council Priorities and Guiding Principles
[ASSIGNED RESOLUTION NO. 53-2026]

Emily Crawford, City Manager, presented the item. Adoption of the item would amend the City Council Priorities and Guiding Principles to approve a strategic vision and priorities.

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

- Michael Glynn
- Tammy Fogle
- Jo Bengs

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

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

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

13. Presentation: Presentation of Abilene Convention Center 2025 Annual Report

Tiffany Nichols, Convention Center General Manager, presented their 2025 Annual Report. Ms. Nichols highlighted the successes of their year, including a financial overview, key accomplishments, guest satisfaction surveys, the numbers from in-house hospitality and food and beverage service, and their community service initiatives.

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

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:42 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:

21.A.551.071 (Consultation with Attorney)
- 7. The Woodlands Pride Inc., et al v. Ken Paxton, AG of Texas, et al
- 15. Bronson Joseph Serasio v. C Davis, City of Abilene PD
- 16. Victor Lynn Lee v. Erin Stamey, et. al
- 21. Peer Cities and Fire Association Meet & Confer Agreement

21. D.551.074 (Personnel Matters)
- 1. City Secretary

The Executive Session ended at 10:40 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA – END

25. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 54-2026]

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

Board	Term End Date
Abilene Housing Authority	
Gayla Fullerton [New]	November 2026 [Unexpired Term]
Street Maintenance Advisory & Appeals Board	
Brock Isbell [Reappointment]	March 2028
Antonio Pallarez [Reappointment]	March 2028
Jennifer Martinez [Reappointment]	March 2028

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 Price seconded the motion; motion carried.

AYES (5): Mayor Hurt, Mayor Pro-tem Yates, Deputy Mayor Pro-tem Regan, and Councilmembers Price and Espinoza
NAYS (0): None
ABSENT (2): Councilmembers Beard and Craver

ADJOURNMENT

There being no further business, the meeting adjourned at 10:41 a.m.

Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

CITY COUNCIL MEMORANDUM
3/26/2026

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

ITEM: **5. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve Amendment 2 to the Agreement with Transdev, U.S. for Transit Management Services *(Don Green)***

GENERAL INFORMATION

The city contracts with Transdev, U.S. to operate the transit service, CityLink. As part of the contract, Transdev must use several software platforms to manage daily service. One of the software platforms is used to schedule rides and plan routing for the Paratransit service. The current software platform has been difficult for CityLink staff to work with for approximately two years. Support and assistance from the software provider has been inconsistent. CityLink staff has worked with Transdev software specialists to identify a new platform.

Spare provides similar scheduling and routing software for the Zipzone service for almost three years and has been easy to use with good responsive support. The Spare contract is held by Transdev and the cost is passed to the city under the contract as Amendment 1. Transdev and CityLink staffs reviewed software options from Spare to use with Paratransit and found Spare to be very capable of handling this new task.

Spare provided a cost to Transdev to package the Paratransit software with the Zipzone software, which increases the contract by $124,300.00.

FUNDING/FISCAL IMPACT

Given the cost increase for the current platform, the net increase to CityLink's expense will be $28,900.60 annually. This cost is covered as an operating expense by a grant from the Federal Transit Administration.

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

1. Transdev Contract Amendment 2 Resolution (3-26-26)
2. Transdev Amendment 2 (Spare Services)
3. Signed Abilene Second 5-year ltr 10-14-2022 (1)
4. First Transit Contract (Exp 2-28-17)
5. Client letter - FT Closing_2.27.23_Susan
6. Amendment to Transit System Management Services Contract
7. Transdev Contract Amendment 2 Presentation (3-26-26)

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 2 TO THE TRANSIT MANAGEMENT CONTRACT WITH TRANSDEV, U.S.

WHEREAS, the City of Abilene (City) contracts with Transdev, U.S. to operate and manage the transit service, CityLink; and

WHEREAS, software to schedule and route Zipzone is contracted with Spare by Transdev and costs billed to the city under Amendment 1 of the contract; and

WHEREAS, Spare's software can be expanded to include Paratransit services scheduling and routing and CityLink staff believes Spare offers a better product; and

WHEREAS, Transdev has agreed to add Spare software for Paratransit under its City contract as Amendment 2; and

WHEREAS, Transdev's contract will increase by $124,300.00 annually without any changes to the term.

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

1. That the City Manager is authorized to execute the Amendment 2 to the contract with Transdev, U.S. in the annual amount of $124,300.00.

2. That this Resolution shall be effective immediately.

ADOPTED this 26th day of March 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

AMENDMENT 2 TO THE
TRANSIT SYSTEM MANAGEMENT SERVICES CONTRACT

THIS AMENDMENT T W O TO THE TRANSIT SYSTEM MANAGEMENT SERVICES CONTRACT
is made and entered into as of the date of last signature below ("Effective Date"), by and between the City of Abilene. a municipal corporation of Taylor County, Texas, hereinafter called the "City" and Transdev, U.S., hereinafter called the "Contractor."

WHEREAS, the City and the Contractor are parties to a Transit Systems Management Services Contract made and entered into on February 3, 2012 (Agreement) to operate CityLink; and

WHEREAS, the City and Contractor amended the Agreement on September 20, 2022 (Amendment 1) to extend the contract to September 30, 2027; and

WHEREAS, SPARE Labs, Inc. ("SPARE") is the Software As A Service (SAAS) provider for on-demand ZipZone service within CityLink's service offerings; and

WHEREAS, the Contractor desires SPARE services to provide scheduling and dispatching software for Paratransit services; and

WHEREAS, the City and Contractor intend that SPARE services be provided on a pass-through basis only, with no profit, markup, or financial risk to Contractor; and

WHEREAS, all costs associated with SPARE services shall be the responsibility of the City, as more fully set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and agreements herein set forth, the parties do hereby agree, as follows:

1. **Definition of SPARE Services:**

"SPARE Services" means those third-party software services, fees, or programs requested or approved by the City to be facilitated or administered by Contractor in connection with the transit services but not performed or provided by Contractor itself. SPARE Services for Paratransit is attached as Exhibit A.

2. **Pass-Through Structure.**

Contractor shall facilitate SPARE Software Services solely as an administrative convenience to the City. SPARE Services are provided on a pass-through basis, and Contractor shall act only as a conduit for invoicing, payment processing, and/or coordination, as applicable.

3. **Allocation of Costs.**

All costs, charges, fees, and expenses associated with SPARE Services (collectively, "SPARE Costs") shall be borne exclusively by the City. Contractor shall have no obligation to absorb, subsidize, advance, or otherwise be responsible for any SPARE Costs.

4. **No Markup or Profit.**

Contractor shall not apply any markup. margin, surcharge, or profit to SPARE Costs, unless expressly authorized in writing by the City in advance.

5. **Reimbursement and Payment.**

To the extent Contractor pays SPARE Costs on the City's behalf, the City shall reimburse Contractor for such approved amounts in full, without deduction or offset, in accordance with the applicable invoicing and payment provisions of this Agreement.

6. **No Risk or Liability** for **SPARE Services.**

Contractor shall not be deemed the provider of SPARE Services and shall have no responsibility or liability for the performance. quality, availability, acts, omissions, or failures of any third party providing SPARE Services, except to the extent caused by Contractor's gross negligence or willful misconduct.

7. No Expansion of Contractor Obligations.

The inclusion of SPARE Services shall not expand Contractor's scope of services, term, increase Contractor's compensation, or impose any additional obligations on Contractor beyond those expressly set forth in this Agreement.

8. Survival.

The terms of each SPARE statement of work, including the SPARE Scope of Work (SOW) attached as Exhibit A and any subsequent SPARE SOWs approved under this Agreement shall be co-terminus with the Term of this Agreement. However. if the City requires the use of SPARE for longer than the current term of this Agreement then the City agrees to continue its obligation to pay and/or reimburse all SPARE Costs.

All other terms and conditions of the Agreement, not otherwise amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly
authorized officers.

CITY OF ABILENE

By: _____

Name: Emily Crawford

Title: City Manager

Date: _____

TRANSDEV, U.S.

By: _____

Name: _____

Date: _____

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First Transit
600 Vine Street, Suite 1400
Cincinnati, OH 45202
www.firsttransit.com

August 31, 2022

Mr. Don Green
Director of Transportation Services
City of Abilene
P.O. Box 60
Abilene, Tx 79604

RE: Second 5-year term assignment rate schedule

Dear Don,

Pursuant to our Transit System Management Services Contract, First Transit propose the following rate schedule for the second five-year term. As I mentioned via email the new fee is a 3% increase per each option year.

Proposed rate October 2, 2022, to September 30, 2023:	$16,043.17
3% increase:	$ 459.17
Monthly rate of:	$16,502.17
Proposed rate October 2, 2023, to September 30, 2024:	$16,502.17
3% increase:	$ 459.08
Monthly rate of:	$16,961.25
Proposed rate October 2, 2024, to September 30, 2025:	$16,961.25
3% increase:	$ 494.61
Monthly rate of:	$17,455.86
Proposed rate October 2, 2025, to September 30, 2026:	$16,455.86
3% increase:	$ 510.86
Monthly rate of:	$17,966.72
Proposed rate October 2, 2026, to September 30, 2027:	$17,966.72
3% increase:	$ 527.72
Monthly rate of:	$18,494.45

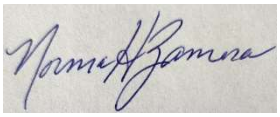
Should this be acceptable please sign below and returned to me via email at norma.zamora@firstgroup.com. If you have any questions, please don't hesitate to call, or email me.

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First Transit
600 Vine Street, Suite 1400
Cincinnati, OH 45202
www.firsttransit.com

We greatly appreciate our partnership with the City of Abilene and look forward to a continued relationship for many years in the future.

Sincerely,



Norma H. Zamora
Area Vice President
First Transit, Inc.

Accepted:

DocuSigned by:
Mindy Patterson
37DD9A53DEA4477...

Mindy Patterson
Deputy City Manager
City of Abilene

DocuSigned by:
Shawna Atkinson
C9A687226196428...

TRANSIT SYSTEM MANAGEMENT SERVICES CONTRACT

STATE OF TEXAS
COUNTY OF TAYLOR

THIS CONTRACT AND AGREEMENT made and entered into on this, the 3rd day of February, 2012, by and between the City of Abilene, a municipal corporation of Taylor County, Texas, hereinafter called the "City" and First Transit, Inc., hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the City has determined that it will require the services of a professional management company for the transit system owned, operated, and administered by the City; and

WHEREAS, the City is authorized to enter into a contract for the management and operation of said transit system; and

WHEREAS, the Contractor is desirous of providing such management services, and is qualified to do so; and

WHEREAS, the City has selected the Contractor to provide such services;

NOW, THEREFORE, the parties hereto do covenant and agree as follows:

I. EMPLOYMENT AND ACCEPTANCE

The City does hereby engage and retain the Contractor to manage and conduct the operation of the public transit system of the City on the terms and conditions hereinafter set forth. The Contractor is responsible to the City Manager.

II. COMMENCEMENT AND TERM

The Effective Date of this Agreement is the 1st day of March, 2012, and the Agreement shall continue from the Effective Date for a term of five (5) years, with an option by the City to renew for up to two (2) additional five (5) year terms. Either party may give the other party sixty

(60) days written notice before expiration of the original or subsequent terms, of such party's desire to terminate the contract.

III. COMPENSATION

The City agrees to pay the Contractor as compensation for services rendered hereunder a monthly payment as follows:

Year 1: During the period from 1 March, 2012 through 28 February, 2013 the sum of nine thousand nine hundred and eighty dollars and no/100 ($9,980) per month.

Year 2: During the period from 1 March, 2013 through 28 February, 2014 the sum of ten thousand two hundred and fifty dollars and no/100 ($10,250) per month.

Year 3: During the period from 1 March, 2013 through 28 February, 2015 the sum of ten thousand five hundred and twenty-five dollars and no/100 ($10,525) per month.

Year 4: During the period from 1 March, 2014 through 29 February, 2016 the sum of ten thousand eight hundred dollars and no/100 ($10,800) per month.

Year 5: During the period from 1 March, 2016 through 28 February, 2017 the sum of eleven thousand one hundred dollars and no/100 ($11,100) per month.

During subsequent terms of this Agreement, the City agrees to pay the Contractor a sum per month to be mutually agreed by the parties and included in the annual budget allocations approved by the City. Payment of monthly compensation as specified herein shall be made by the City on the 15th day of the initial month of the contract and thereafter on the 15th day of each succeeding month during the term hereof.

IV. CORPORATION

The Contractor shall maintain at its sole cost and expense a Texas Corporation, hereinafter referred to as the "Corporation". The Corporation shall be the employer and shall assume the employment of all employees, except the Resident General Manager who shall be an employee of the Contractor, and all labor and other contractual obligations necessary for the operation of the transit system.

As the employer, the Corporation shall be responsible for the management of personnel development, training and recruitment. This shall include a safety and loss prevention program.

No employees of the Contractor or Corporation shall be considered employees of the City for any purpose.

Any contractual obligations entered into or assumed by the Contractor or Corporation and approved by the City in connection with the operation of the transit system shall be binding upon the Contractor only for the term of this Agreement, as same may be extended, and in the event this Agreement is terminated or expires, the City shall thenceforth assume all future obligations under said contracts either on behalf of itself or any successors to the Corporation.

V. RESIDENT GENERAL MANAGER

The Contractor shall provide a qualified, experienced executive residing in Abilene and serving as Resident General Manger (RGM) of the transit system, responsible for efficient and effective day-to-day operations. The selection and appointment of the RGM, and any such subsequent appointees, shall be the responsibility of the Contractor, but shall not be made without first obtaining the advice and consent of the City. The Contractor shall be solely responsible for the compensation of the RGM.

In the event of the disability of any person acting in the position of RGM, the Contractor shall secure a qualified individual to fill said position for as long as such disability may continue, or to replace such individual, if necessary, all subject to the advice and consent of the City.

If the RGM is to be absent from the transit system for more than ten (10) working days, the Contractor shall designate an interim RGM to serve until the RGM returns or is replaced.

In the event the City is not satisfied with the performance of the RGM, the City will provide a list of concerns to the Contractor. If the concerns are not addressed after sixty (60) days, RGM will be replaced.

VI. SCOPE OF SERVICES

The Contractor shall furnish expert management services and/or consultation in all areas of the public transit industry including the efficient and effective management of the transit system

through the establishment and maintenance of a turnkey operation. All such services rendered by the Contractor shall be subject to the reasonable review and oversight by the City as may be required or necessary. Specific responsibilities of the Contractor and the RGM will include the following.

Policy and Procedures

The RGM shall develop policy and procedure documents for transit system functions. All such policies and procedures shall be subject to City review and approval.

Develop Service Plans

The RGM shall develop service plans for each of the following transit system components. The service plans will include operations and maintenance considerations and an assessment of methods for coordinating among the service components so as to achieve greater cost effectiveness, system coverage, patron convenience, etc. The RGM shall evaluate and set forth strategies to maintain, refine and/or enhance the operations of each of the system components, to include such elements as: routes, schedules, headways, interlining and transfer opportunities, response time (for demand-responsive and route deviation services), ADA eligibility screening, dispatching, operating hours, ridership, cost recovery and fare structure.

A. Fixed route service

B. ADA demand-response paratransit service

C. Demand-response evening service

D. Charter and other services

System Operations

The RGM shall periodically evaluate current system operations and propose adjustments as appropriate. The RGM shall provide recommendations as to any areas of operation, such as days and time of operation, route structure, service zones, etc., that the City may request.

Fare Structure

The RGM shall periodically evaluate current fares and propose adjustments as appropriate.

Annual Budget

The RGM shall prepare and submit in accordance with the schedule and criteria established by the City an annual budget identifying capital and operating expenditures and estimating operating revenues and grant funding. The RGM will operate the transit system within the parameters of the approved budget.

Cost Controls

The RGM shall control expenditures by developing cost controls and revenue targets and continuously monitors expenses and revenues for each of the system components to determine if service changes are needed. The RGM shall explore operating cost reduction strategies and/or the availability of alternative funding sources as a means of mitigating cost constraints.

Capital Program

Based on an assessment of the condition of vehicles, equipment and facilities, the RGM shall recommend a capital program. The assessment will include a strategic approach to the acquisition and/or upgrade of capital items such as vehicles, communications equipment, fare boxes, specialized accessibility equipment, shelters, bus stop signs, etc.

Grants

The RGM shall prepare on behalf of the City applications for Federal and State transit grants, where applicable. The RGM shall administers grants awarded by performing the following functions: data gathering, preparation of reports and invoices, written and oral communication with the grantor agency, financial accounting and any other required grant compliance activities. The RGM shall stay abreast of

changes in federal and state funding programs, apprise the City of the changes and alter grant applications and operational strategies as appropriate.

Maintenance of Equipment, Vehicles and Facilities

The RGM will exercise due diligence in maintaining in accordance with the transit system maintenance plan all equipment, vehicles, and facilities provided for use in the operation of the transit system.

Purchasing

The RGM shall make recommendations as to type and quantity of equipment, goods, and services needed for use in the operation of the transit system. Procurement, if any, for the purchase of said equipment, goods or services shall be made under the supervision of the City Purchasing Department, and pursuant to the City's purchasing policy and all applicable federal, state, and local regulations.

Monitor System Performance

The RGM will provide service performance monitoring activities, including:

A. Track itemized operating costs through the financial reports provided the City accounting system;

B. Conduct periodic road monitoring;

C. Conduct regular review of road supervisor reports, accident reports and vehicle maintenance files;

D. Perform complaint assessment activities, recording and reviewing material complaints;

E. Evaluate the number and type of requests received for the ADA complementary service;

F. Evaluate performance standards that measure the productivity of the services to include, but not be limited to:

    i. Efficiency: cost/service mile, cost/service hour, cost/passenger trip;

ii. Effectiveness: revenue passenger/service mile, revenue passenger/service hour, boardings/service per mile, boardings/service hour; and

iii. Quality: missed trips, late trips, road calls, accidents, passenger complaints.

Reports

The RGM shall prepare and submit to the City full and complete reports relating to the activities of the transit system as required by the City. This shall include, but be limited to, the following periodic reports.

A. Monthly Reports

Within 25 days of the end of each month, the RGM shall submit reports on ridership, customer service and performance of the system components.

B. Quarterly Reports

Within 25 days of the end of each quarter the RGM shall submit reports on maintenance activities, drug/alcohol testing, and ADA compliance.

C. Annual System Review and Recommendations Report

Within 60 days following the end of the fiscal year, the RGM will prepare an annual report which highlights service accomplishments, identifies issues regarding the future direction of the programs, and summarizes the financial position of the service components. The report will enumerate recommended improvements to service, capital equipment, and operating procedures for implementation. The recommendation will be accompanied by an assessment of anticipated cost, revenue, ridership, and other implications of such actions.

Public Participation Activities

The RGM will be an active participant in the ongoing public information and feedback process, including the ADA Advisory Board. The Board elicits citizen input on a wide array of disability related transit issues, complaints, needs and options for future system improvements. The RGM will prepare for and conduct all public meetings and public hearings associated with transit activities.

Marketing

The RGM shall develop a plan of marketing activities to promote the use of each of the transit components.

VII. SYSTEM PERFORMANCE AUDIT

The Contractor shall conduct an on-site system performance audit by qualified individuals external to the transit system. The audit will examine every aspect of the transit system administration, operations, and maintenance functional areas relative to FTA requirements and best practices in the transit industry. The results shall be documented in a report to the City. The first such performance audit shall be completed by the end of the first year of this Agreement. Subsequent performance audits shall be completed between six (6) and twelve (12) months before each FTA Triennial Review of the transit system. Before conducting the performance audit the Contractor shall submit to the City the elements to be included in the audit and the qualifications of the person(s) to perform the audit.

VIII. ADVISORY AND TECHNICAL ASSISTANCE

The Contractor shall furnish advisory and technical assistance as may be reasonably required to assist the RGM in the management of the transit system at no additional cost. Such advisory and technical assistance shall include, but will not be limited to, those relating to the managerial functions identified in Article VI.

IX. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

The Contractor shall compile and submit all regulatory filings and reports required by the local, state, or federal government for the operation of the transit system. Any liability for a failure to comply with state or federal requirements is assumed by the Contractor.

X. INSPECTION AND AUDIT OF RECORDS

The Contractor shall keep and maintain the books and records reflecting the operation of the transit system in conformity with requirements of the City, the State of Texas, the Federal Transit Administration (FTA), and US Department of Transportation. At the direction of the City, the Contractor and Corporation shall render to the City such files and monthly or other operating reports and financial statements as shall be required by the City.

The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor and Corporation relating to its performance under this agreement. To the extent that Federal or State funds are involved, the right to inspection and audit shall extend to authorized representatives of the State of Texas, the U. S. Department of Transportation, and the Comptroller General of the United States.

XI. CITY RESPONSIBILITIES

While the Contractor is responsible for providing full turnkey management services described herein, the City retains full oversight of the transit system as a quality control mechanism and shall provide or perform the following functions.

Grant Recipient

The City will act as the designated recipient for all grant funds related to the transit system.

Equipment, Vehicles, and Facilities

The City will furnish all necessary equipment, vehicles, and facilities which may be reasonably required for the operation and maintenance of the transit system. All such property shall remain the property of the City. All property of any type whether real, personal, or mixed, hereinafter acquired and reasonably necessary for operation of the transit system shall, upon prior written approval by the City, be acquired at the City's expense and in accordance with the City's procedures and shall become the sole property of the City.

System Operations

The City may seek recommendations from the Contractor as to any areas of system operations such as days and time of operation, route structure, service zones, fares, etc. However, the City shall retain full authority for establishing operational parameters of the transit system.

Customer Issues

The City will periodically review complaints contained in the monthly customer service report and other customer feedback documentation and make recommendations to the RGM for corrective actions.

Marketing

The City will participate in the development and selection of promotional materials.

Legal Counsel

The City will represent the City of Abilene in all legal affairs, suits, pleas, and litigation in which the City has an interest.

XII. FINANCIAL SYSTEM

The City shall provide the transit system with adequate working funds which shall be used to pay all payroll, fringe and pension benefit expenses, and all other "operating expenses" of the transit system under procedures and controls adopted by the City. The ownership of said funds will remain with the City.

As used herein, the term "operating expenses" of the transit system shall mean and include, but not be limited to, all wages, fringe benefits, pension benefits, and applicable payroll and social security taxes and deductibles of all personnel (excluding the RGM), insurance premiums,

services, fuel, supplies, parts, and vehicle maintenance pertaining to operation of the transit system. All operating expenses shall be an obligation of, and paid by, the City.

To the extent funds have been allocated for such purposes in the City's annual budget, the City will reimburse to the Corporation such funds as may be necessary to meet payroll, and all other expenses of the operation of the transit system excluding the salary and related payroll cost of the RGM and the cost of the fidelity bond.

Revenues derived from the operation of the transit system, whether from passengers or from other sources, shall be and remain from the initial receipt thereof, the absolute property of the City. The handling and treatment of such revenues, including the banking thereof, and the accounting therefore, shall be as directed by the City. The Contractor and Corporation, on behalf of the City, shall receive, collect and deposit all of the aforesaid revenues collected from its operations in the manner directed by the City.

The Contractor shall keep and maintain the books and records reflecting the operation of the transit system in conformity with the requirements of the City, and at the direction of the City shall render to the City such full and complete monthly or other operation reports and financial statements as shall be required by the City.

XIII. THIRD PARTY LIABILTY AND RELEASE

Contractor and Corporation shall indemnify, protect, defend, and hold harmless the City, its officers, elected officials, directors, agents, and employees (collectively, "City") from and against any and all loss, liability claims, damages or expenses (including, but not limited to, attorney's fees) arising out of , or related to, or caused by any act of negligence, default or omission of Contractor or Corporation in the management or operation of the transit system and other city operations in any way associated with this agreement, provided, however, that neither Contractor nor Corporation will have any obligation to indemnity the City for criminal penalties or fraud or willful misconduct solely committed by city officers, directors, agents, or employees. This provision shall survive the termination of this agreement.

XIV. FIDELITY BOND

The Contractor, at its sole cost and expense, shall furnish the City all necessary fidelity and surety bonds to protect, save whole and harmless, and indemnify the City from and against dishonesty, fraud or theft occasioned by any officer or employee of the Contractor or Corporation. Coverage of each such employee shall be in the amount of no less than One Hundred Thousand ($100,000.00) Dollars. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change shall be provided thirty (30) days in advance of cancellation or change.

XV. INSURANCE

The Contractor shall procure and carry throughout the life of this Contract insurance or risk pool protection hereinafter specified, in form and substance satisfactory to the City, covering all operations in connection with this Agreement, whether performed by the Contractor, the Corporation, subcontractors, agents, or third parties. The cost of carrying this insurance shall be an operating expense payable by the City to the Contractor. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change shall be provided thirty (30) days in advance of cancellation or change. All policies shall contain an agreement on the part of the insurer waiving the right of subrogation against the City.

a) Commercial General Liability Insurance. The Contractor shall have commercial liability insurance with a minimum of one million dollars (1,000,000.00) combined single limit in the aggregate and per occurrence. The policy shall contain cross liability and severability clauses. The City and the Corporation shall be named as the additional insured in such policy.

b) Comprehensive Automobile Liability Insurance. The Contractor shall obtain comprehensive automobile liability insurance, with a minimum limit of one million dollars ($1,000,000.00) combined single limit for bodily/property damage to include all City owned, non-City owned, hired, or scheduled vehicles. The City and the Corporation shall be named as the additional insured in such policy.

c) Property Damage Liability Insurance. The Corporation shall obtain a property damage liability insurance policy naming the City as insured, in the amount of five hundred thousand dollars ($500,000.00) combined single limit for bodily injuries, including accidental death and/or property damage.

d) Excess Liability Insurance. The Corporation shall obtain excess liability insurance (Umbrella Form) naming the City as an additional insured, in the amount of one million dollars ($1,000,000.00) per occurrence.

e) Workers' Compensation and Employer's Liability Insurance. The Corporation shall obtain workers' compensation and employer's liability insurance coverage as required by statue or a mutually acceptable alternative plan.

The Contractor and Corporation shall require each subcontractor with whom it contracts in performance of its obligations hereunder, to obtain proof of insurance coverage as set forth herein, and to provide to Corporation, prior to any performance, a Certificate of Insurance establishing such coverage.

The above-mentioned coverages may be modified at the request of the City on 30 days notice.

XVI. INDEMNITY

CONTRACTOR AND CORPORATION SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVLEY, "CITY") FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIMS, DAMAGES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) RESULTING FROM OR ARISING OUT OF CONTRACTOR'S FAILURE TO FURNISH AND MAINTAIN THE INSURANCE REQUIRED BY THIS AGREEMENT.

IN THE EVENT OF ANY SUCH FAILURE, THE CITY MAY, AT ITS SOLE OPTION, FURNISH SUCH POLICY OR POLICIES WITHOUT PREJUDICE TO ANY REMEDY THE CITY MAY HAVE. THE COST AND EXPENSE OF FURNISHING AND MAINTAINING SUCH POLICY SHALL BE DEEMED AN OPERATING EXPENSE OF THE TRANSIT SYSTEM PAYABLE IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE XII. THE FOREGOING SHALL NOT, HOWEVER, APPLY TO CRIMINAL PENALITES OR FRAUD COMMITTED BY THE CITY'S OFFICERS, ELECTED OFFICIALS, DIRECTORS, AGENTS OR EMPLOYEES. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

XVII. RELEASE OF SUBROGATION

The Contractor and Corporation hereby release and agree to indemnify, protect, defend, and hold harmless the City, its agents, representatives, elected officials, and employees from and against any and all liability for loss of, or damage to, any property of the Contractor or Corporation. The Contractor and Corporation hereby waives on behalf of themselves and their insurer(s), any and all rights of subrogation against the City, as defined above. This provision shall survive the termination of this Agreement.

XVIII. FORCE MAJEURE

The City shall not be liable to the Contractor or Corporation, for failure, delay or interruption of service, nor for failure or delay in performance of any obligations under this Agreement due to strikes, walkouts, acts of God, government restrictions, enemy action, availability of fuels, supplies or parts, civil commotion, unavoidable casualty, or similar acts beyond the control of the Contractor or Corporation.

XIX. NO PERSONAL LIABILITY

No officer, elected official, director, agent or employee of the City shall be personally liable for the fulfillment of the conditions of this Agreement.

XX. BREACH OR DEFAULT

In case of a breach of any material provision hereunder, the non-breaching party shall give the other party prompt written notice of such breach, setting forth the facts in reasonable detail. In the event that the breaching party has not cured such breach within thirty (30) days (or in case of breaches which require a longer period to cure, has failed to commence upon such cure within said period and thereafter to diligently proceed with the same to completion), the non-breaching party shall have the right to terminate this Agreement without further notice. This Agreement shall also be terminable for cause at the option of the other party if any party is adjudicated bankrupt: is subjected to the appointment of a receiver and fails to have such a receiver removed within ninety (90) days, and is unable to pay its debts as the same became due, upon ninety (90) days' notice.

XXI. SECTION 13 (c) AGREEMENT

The Contractor and Corporation shall abide by the terms and conditions of any agreement entered into by the City or its agents or contractors pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, in the performance of its obligations hereunder.

XXII. INTEREST OF PUBLIC OFFICIALS

No elected official or employee of the City, or of a local public body, during his or her tenure or for one year hereafter, shall have any personal pecuniary interest, direct or indirect, in this Agreement or the benefits thereof.

XXIII. INTEREST OF MEMBERS OF CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising there from.

XXIV. NON-DISCRIMINATION

In connection with the carrying out this Agreement, neither the Contractor nor the Corporation shall discriminate against any employee or applicant for employment because of race, creed, color, sex, age, sexual preference, disability, or national origin. The Contractor and the Corporation will take affirmative action to promote equal employment and treatment during employment, without regard to race, creed, color, sex, age, sexual preference, disability, or national origin. Such action shall include, but not be limited to the following: employment and promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, other forms of compensation; and selection for training including apprenticeship. The applicable provisions of the Presidential Order 11243, as amended, relating to Equal Employment Opportunity are incorporated by reference herein.

XXV. SEVERABLITY AND INTENT

Should any part of this Agreement be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision will not affect the validity of the remainder of this Agreement, which will continue in full force and effect.

XXVI. ASSIGNMENT

This Agreement shall not be assigned, transferred, hypothecated or pledged by either party without prior written consent of the other party. However, this Agreement shall be binding upon the successors or assignees of the respective parties.

XXVII. NOTICE

Notice to the Contractor or Corporation means notice in writing addressed to the Contractor's RGM at the local system address and to the President and Chief Executive Officer for the Contractor and delivered to the office of the Contractor at First Transit, Inc., 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202.

Notice to the City means notice in writing addressed to City Manager, Larry Gilley, City of Abilene, P.O. Box 60, Abilene, Texas 79604-0060, with a copy to the City Attorney.

XXVIII. APPLICABLE LAW AND VENUE

Subject to applicable federal laws, rules, and regulations, this Agreement shall be governed by the laws of the State of Texas. The Contractor and Corporation agrees to include all provisions required to be included by state and federal law, rule or regulation, in any agreement or contract into which it enters under the authority granted in this Agreement, or otherwise on behalf of, or in connection with the performance of all obligations to, the City, including but not limited to all contracts with subcontractors. The Contractor and Corporation acknowledge and agree that it shall be solely and exclusively responsible for inclusion of said provisions, and that those provisions accurately reflect current law.

The Contractor and Corporation hereby acknowledge and agree that they shall comply with all terms and conditions of the Federal Transit Administration grant contracts between the United States and the City, the City's applications, assurances, and all other applicable federal, state or local laws, regulations and ordinances which may apply while performing its obligations under this Agreement, including, but not limited to, all certifications required through Federal

Transportation Administration (FTA) standard assurances contract provisions, which are hereby incorporated by reference as though fully set forth herein.

Venue for any action arising from, out of, or in relation to this Agreement or otherwise in connection with the performance of the obligations of the parties hereto, shall lie exclusively in Taylor County, Texas.

XXIX. CLEAN AIR AND WATER ACTS

The Contractor and Corporation shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), Section 50B of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CRR, Part 15), which prohibits the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violation Facilities. Contractor and Corporation shall report all violations to the FTA and to the United States Environmental Protection Agency (USEPA) Assistant Administrator of Enforcement (EN-329)

XXX. CONSERVATION

The Contractor and Corporation shall recognize and comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

XXXI. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties, with respect to the subject matter, and supersedes any pervious understandings, representations, commitments or agreements, oral or written. No provision of this Agreement may be waived except by a writing signed by the party to be charged nor may this Agreement be amended except by a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duty authorized officers.

CITY OF ABILENE

Name: Larry D. Gilley

Title: City Manager

ATTEST:

Name: Danette Dunlap

Title: City Secretary

APPROVED:

Name: T. Daniel Santee

Title: City Attorney

FIRST TRANSIT, INC.

2/6/12

Name: Richard A. Dunning

Title: Senior Vice President

ATTEST:

2/6/12

Name: Malcolm McCloskey

Title: Region Finance Director

Corporate Seal (if available)

March 6, 2023

Don Green, Director of Transportation Service
City of Abilene, Tx

Dear Mr. Green,

I am delighted to inform you that today, Transdev officially acquired First Transit. I'd like to take this opportunity to let you know how much we appreciate your partnership. We are very excited to combine our best practices and best people to even better serve our clients. This is a great opportunity to become an even stronger innovation-driven provider of sustainable mobility and public transportation services.

We now have a combined presence in over 40 states in the U.S., and will be able to better address the growing demand for shared mobility across the country. Our global expertise and resources in diverse subjects such as Zero Emission will increase the solutions we can share with you. We are excited to use our expertise to serve our communities across the country with safe, green and innovative mobility services.

We want to assure you of our team's commitment to ensuring satisfaction and continuity with our clients. In this regard, there are no anticipated changes to any local leadership. We remain committed to meeting and exceeding all contractual obligations.

In the coming months, we will likely adjust our regions slightly to ensure individualized attention and support to best serve our clients. We are excited to welcome the First Transit leadership team to our Transdev team and confident of our combined abilities. We will communicate any adjustments in the coming months, but wanted to assure you that you should continuing reaching out to your current VP with any questions or concerns.

In addition to your current VP, feel free to also reach out to Susan Sweat, our COO responsible for all aspects of our U.S. transit team or to me directly at any time. Our contact information is shared at the bottom of this letter for your convenience.

Both Susan and I will be systematically reaching out and introducing ourselves personally over the coming months. We look forward to the opportunity to meet you and better understand how we can best serve your local needs while we deliver on safe, sustainable mobility solutions for our clients.

Best regards,

Laura J. Hendricks
Chief Executive Officer
Transdev, U.S.

CONTACT DETAILS:

Laura J. Hendricks
Chief Executive Officer
Transdev U.S.
(630) 430-5074
Laura.Hendricks@transdev.com

Susan Sweat
Chief Operating Officer
Transdev U.S.
(630) 382-1106
Susan.Sweat@transdev.com

Transdev U.S.

720 E. Butterfield Rd, Suite 300
Lombard, IL 60148
www.transdevNA.com

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AMENDMENT TO THE
TRANSIT SYSTEM MANGEMENT SERVICES CONTRACT

THIS AMENDMENT TO THE TRANSIT SYSTEM MANAGEMENT SERVICES CONTRACT (the "Amendment"), is made and entered into as of this 20th day of September, 2022, by and between the City of Abilene, a municipal corporation of Taylor County, Texas, hereinafter called the "City" and First Transit, Inc., hereinafter called the "Contractor."

WHEREAS, the City and the Contractor are parties to a Transit Systems Management Services Contract made and entered into on February 3, 2012 (the "Agreement"); and

WHEREAS, the City has determined that it is in the best interest of the City to utilize additional services of the Contractor in connection with the City's Microtransit Pilot project, and such services are not currently included in the Scope of Work section of the Agreement; and

WHEREAS, the parties desire to amend the Agreement to provide that the Contractor may provide special project assistance for an additional fee to be paid by the City only for costs incurred from a third party Microtransit Service/Software Provider; and

WHEREAS, the costs of the Microtransit service/software provider will be agreed to in advance and in writing by the City; and

WHEREAS, Section XXXI of the Agreement provides that the Agreement may only be amended by a writing executed by both parties.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and agreements herein set forth, the parties do hereby agree, as follows:

1. Section VIII of the Agreement shall be re titled "ADVISORY AND TECHNICAL ASSISTANCE; SPECIAL PROJECT ASSISTANCE" and the following new second paragraph shall be added to Section VIII:

> At the request of the City, under separate contract for an additional fee for costs incurred from a third party Microtransit Service/Software Provider selected by the City at Contractor's recommendation, and as such fee is detailed and agreed to in advance and in writing by both Contractor and City. Contractor will supply "Special Project" assistance at no additional cost, except those costs incurred from a Microtransit Service/Software Provider. "Special Projects" include but are not limited to, Bus Line Inspections, (BLI), Comprehensive Operational Analysis (COA), Transit Development Programs (TDP), MIS Projects, Operator Monitoring Services, or any other special program requested of Contractor during the term of this Agreement. For each Special Project, the parties shall mutually agree, in advance and in writing, upon the cost, the work task plan, the Special Project budget and the Special Project tracking/reporting plan.

All other terms and conditions of the Agreement, not otherwise amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Signature Page attached below

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CITY OF ABILENE

DocuSigned by:
Mindy Patterson
37DD9A53DEA4477...

Name: _____

Title: _____

ATTEST:

DocuSigned by:
Shawna Atkinson
C9A687226196428...

Name: _____

Title: _____

FIRST TRANSIT, INC.

Name: Bradley A. Thomas

Title: CEO

ATTEST:

Name: Michael Petrucci

Title: Secretary

APPROVED

DocuSigned by:
Kelley Messer
8203CEDD49504BD...

Name: _____

Title: _____

City Council Meeting

CITY OF ABILENE TEXAS

Amendment 2 to Transdev Contract

- The city contracts with Transdev, U.S. to operate the transit service, CityLink. As part of the contract, Transdev must use several software platforms to manage daily service.
- One of the software platforms is used to schedule rides and plan routing for the Paratransit service.
- The current software platform has been difficult for CityLink staff to work with for approximately two years. Support and assistance from the software provider has been inconsistent.

CITY OF ABILENE TEXAS

- CityLink staff has worked with Transdev software specialists to identify a new platform.
- Spare provides similar scheduling and routing software for the Zipzone service for almost three years and has been easy to use with good responsive support.

- The Zipzone Spare contract is held by Transdev and the cost is passed to the city under the contract as Amendment 1. Transdev and CityLink staffs reviewed software options from Spare to use with Paratransit and found Spare to be very capable of handling this new task.

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CITY OF ABILENE TEXAS

- Spare provided a cost to Transdev to package the Paratransit software with the Zipzone software, which increases the contract by $124,300.00. However, the net increase to the annual operating cost is $28,900.60.

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
3/26/2026

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

ITEM: **6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Commissioning of Christopher Robin and his Door, Owl and Owl House, Eeyore's House *(Lesli Andrews)***

GENERAL INFORMATION

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

FUNDING/FISCAL IMPACT

Abilene Culture Affairs Council is funding 100% of the Christopher Robin and Door, Owl and Owl House, as well as Eeyore's House sculptures.

STAFF AND/OR BOARD RECOMMENDATION

The Visual Arts Jury Board approved the Christopher Robin and Door, Owl and Owl House, and Eeyore's House sculptures on March 20, 2026.

ATTACHMENTS:

1. 26_3_26 Resolution Approval of Commissioning Christopher Robin Door Owl and Owl House Eyore House Sculptures
2. Christopher Robin 3
3. Owl and Owl House
4. Eeyore's House
5. 26_3_26 Presentation Commission and Design of Sculpture for Public Display

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE COMMISSIONING OF THE CHRISTOPHER ROBIN AND DOOR SCULPTURE, OWL AND OWL HOUSE SCULPTURES, AND EEYORE'S HOUSE SCULPTURE.

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

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

WHEREAS, the Visual Arts Jury approved the Christopher Robin and Door, Owl and Owl House and Eeyore's House sculptures at their March 20, 2026 meeting.

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

Part 1: That the City Council approves commissioning of the Christopher Robin and Door sculpture, Owl and Owl House sculptures, and Eeyore's House sculpture.

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

ADOPTED this 26th day of March 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney




OWL + HOUSE - CONCEPT

house, and I built it where I said I did, so the wind must have blown it here. And the wind blew it right over the wood, and blew it down here, and here it is as good as ever. In fact, better in places."



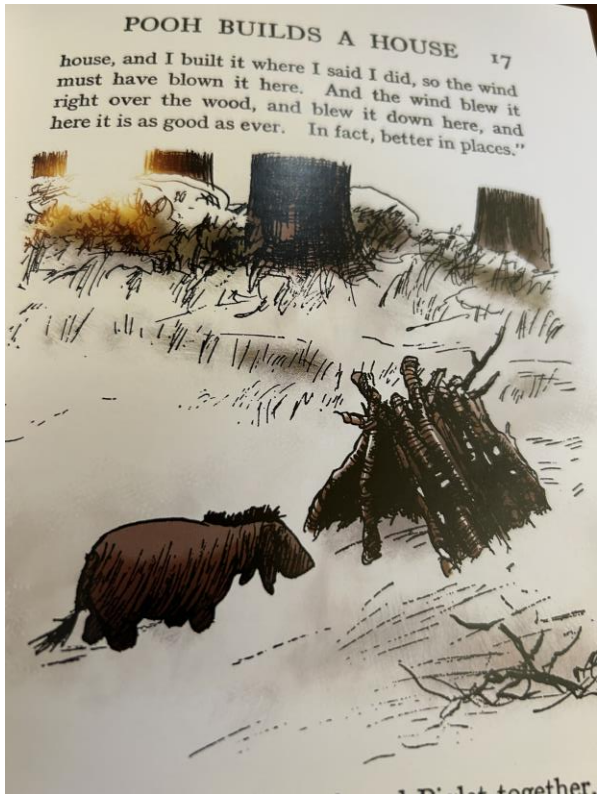
Resolution: Approval of the Commission and Design of Sculptures for Public Display

CITY OF ABILENE TEXAS

Sculpture Information

- Sculptures by: Steve Neves
- Material: Bronze
- Location: Clear Fork Bank Storybook Garden







CITY COUNCIL MEMORANDUM
3/26/2026

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

ITEM: **7. Resolution: Receive a Report, Hold a Discussion and Take Action on Accepting the Benches in Adamson-Spalding and Clear Fork Bank Storybook Gardens, and Along Cypress Street *(Lesli Andrews)***

GENERAL INFORMATION
Over the years, the Abilene Cultural Affairs Council has added benches to Adamson-Spalding and Clearfork Bank Storybook Gardens, as well as along Cypress Street. The City of Abilene has added benches along Cypress Street and Cypress Plaza. For clarity and consistency in maintaining downtown amenities, staff is requesting City Council accept ACAC benches into the City Inventory.

FUNDING/FISCAL IMPACT
No fiscal impact.

STAFF AND/OR BOARD RECOMMENDATION
Staff recommendation is to accept benches into the City of Abilene inventory.

ATTACHMENTS:
1. 26_3_26 Resolution Acceptance of Benches Storybook Gardens and Cypress Street
2. Bench_storybook Map spreadsheet
3. 26_3_26 Presentation_ Acceptance of Benches Storybook Gardens and Cypress

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING ACCEPTANCE OF THE BENCHES LOCATED IN ADAMSON-SPALDING AND CLEAR FORK BANK STORYBOOK GARDENS, AS WELL AS ALONG CYPRESS STREET DOWNTOWN.

WHEREAS, Over the years, the Abilene Cultural Affairs Council has added benches to Adamson-Spalding and Clear Fork Bank Storybook Gardens, as well as along Cypress Street; and

WHEREAS, for clarity and consistency in maintaining downtown amenities, staff is requesting City Council accept benches into City inventory.

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

Part 1: That the City Council approves acceptance of the benches located in Adamson-Spalding and Clear Fork Bank Storybook Gardens and along Cypress Street downtown as part of the City's inventory.

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

ADOPTED this 26th day of March, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Quote	*Book*	Author	Donor/Honoree	Map number	Location
"The worst surroundings in the world can be tolerated if the people in them are interesting and kind."	*A Series of Unfortunate Events: The Bad Beginning*	Daniel Handler under the pseudonym Lemony Snicket	Allan & Linda Frizzell in memory of Granny Pat & Jack "Baba" Frizzell	1	Adamson-Spalding Storybook Garden
"Courage is found in unlikely places."	*The Fellowship of the Rings*	J.R.R. Tolkien	Jud Powell in memory of Linda Powell	2	Adamson-Spalding Storybook Garden
"All that is gold does not glitter; not all those who wander are lost. The old that is strong does not wither. Deep roots are not reached by the frost."	*The Lord of the Rings*	J.R.R. Tolkien	Chaplain Bill Libby in honor of Vietnam Veterans	3	Adamson-Spalding Storybook Garden
"Children see magic because they look for it."	*Lamb: The Gospel According to Biff, Christ's Childhood Pal*	Christopher Moore	Ralph & Pat McCleskey in honor of their grandchildren	4	Adamson-Spalding Storybook Garden
"You are both rich, my friends, and your riches are the only riches worth having - riches of content!"	*The Marvelous Land of Oz*	L. Frank Baum	Russell & Beverly Guthrie in honor of Trevor Short & Scout Raborn	5	Adamson-Spalding Storybook Garden
"What you see and hear depends a good deal on where you are standing. It also depends on what kind of person you are."	*The Magician's Nephew*	C.S. Lewis	Chris & Steve Faehnle in honor of their grandchildren	6	Adamson-Spalding Storybook Garden
"It's a job that's never started that takes the longest to finish."	*The Fellowship of the Rings*	J.R.R. Tolkien	Marilyn & Conway Jordan and Family	7	Adamson-Spalding Storybook Garden
"If more of us valued food and cheer and song above hoarded gold, it would be a merrier world."	*The Hobbit*	J.R.R. Tolkien	Bill & Carol Haynes in memory of Billy Clyde Haynes	8	Adamson-Spalding Storybook Garden
"The moment you doubt whether you can fly, you cease forever to be able to do it."	*Peter Pan*	J.M. Barrie	Billye Proctor Shaw & Glynn Ray in honor of their grandchildren	9	Adamson-Spalding Storybook Garden
Memory Lane "If you become a bird and fly away from me, I will be a tree that you come home to."	*The Runaway Bunny*	Margaret Wise Brown	Kaye Price-Hawkins and Joe Hawkins	10	Adamson-Spalding Storybook Garden
"Any place you love is the world to you."	*The Happy Prince*	Oscar Wilde	James D. Tittle	11	Adamson-Spalding Storybook Garden
"We all can dance when we find music that we love."	*Giraffes Can't Dance*	Giles Andreae and Guy Parker-Rees	Minor & Lexi Alexander in honor of Mary Liz & Miles Alexander	12	Adamson-Spalding Storybook Garden
"He now felt glad at having suffered sorrow and trouble, because it enabled him to enjoy so much better all the pleasure and happiness around him."	*The Ugly Duckling*	Hans Christian Andersen	In honor of Susan Lewis King	13	Adamson-Spalding Storybook Garden
"It is not in doing what you like, but in liking what you do that is the secret of happiness."	*Peter Pan*	J.M. Barrie	Dee Moore	14	Adamson-Spalding Storybook Garden
"I don't know what lies around the bend, but I'm going to believe the best does."	*Anne of Green Gables*	L.M. Montgomery	Phill, Susan & Peter Tippen in memory of Forrest Wade & Minnie Alice Tippen	15	Adamson-Spalding Storybook Garden
Generation Hill "Keep all of your promises, don't take what doesn't belong to you and always look after those less fortunate than yourself.	*The Dragon of Lonely Island*	Rebecca Rupp	Darrel Knight & Dee Ann Knight in honor of Darrel & Wanda Knight	16	Adamson-Spalding Storybook Garden
"Some of the most precious gifts that we receive are those we receive when we are giving."	*What About Me*	Ed Young	The Steve and Julianne Sitzes Family	17	Adamson-Spalding Storybook Garden
"We will guard with our lives their hopes and dreams, for they are all that we have, all that we are, and all that we will ever be."	*The Man in the Moon*	William Joyce	Lee, Callie & Carie Hampton	18	Adamson-Spalding Storybook Garden
"The Guardian's Oath" "We will watch over the children of Earth, guide them safely from the ways of harm, keep happy their hearts, brave their souls, and rosy their cheeks."	*The Man in the Moon*	William Joyce	In honor of Harwell & Carolyn Barber Stephen, Kade & Aven Barber	19	Adamson-Spalding Storybook Garden
"Life is worth living as long as there's a laugh in it."	*Anne of Green Gables*	L.M. Montgomery	Jane & Bob Milstead	20	Adamson-Spalding Storybook Garden

"Oh it's delightful to have ambitions. And there never seems to be any end to them - that's the best part."	*Anne of Green Gables*	L.M. Montgomery	Jeremy & Erin Walker in honor of Emme & Ellis	21	Adamson-Spalding Storybook Garden
"Bently hadn't noticed, but the egg had been washed clean. All his beautiful decorations were gone. But even if he had noticed, he would no longer have cared, for now he loved the egg just the way it was."	*Bently & Egg*	William Joyce	Jackie & Bart Cox in honor of their grandchildren	22	Adamson-Spalding Storybook Garden
"The most important thing in life is to stop saying 'I wish' and to start saying 'I will.'"	*David Copperfield*	Charles Dickens	The Senter Foundation	23	Adamson-Spalding Storybook Garden
"And the most important thing is to do good for the one who is standing at your side."	*The Three Questions*	John Muth	The Ardoin-Felix Family	24	Adamson-Spalding Storybook Garden
Three Bears' Respect Hill "Everyone's story matters."	*The Fantastic Flying Books of Mr. Morris Lessmore*	William Joyce	Ralph & Jill Heaven	25	Adamson-Spalding Storybook Garden
"True friends are always together in spirit."	*Anne of Green Gables*	L.M. Montgomery	The Family of Rich & Trish Triffilo	26	Adamson-Spalding Storybook Garden
"It isn't what we say or think that defines us, but what we do."	*Sense and Sensibility*	Jane Austen	SENTER REALTORS Scott, Michelle, Shay & Shawn Senter	27	Adamson-Spalding Storybook Garden
"Isn't it good just to be alive on a day like this? I pity the people who aren't born yet for missing it."	*Anne of Green Gables*	L.M. Montgomery	Nancy & Jay Capra in honor of their grandchildren	28	Adamson-Spalding Storybook Garden
Charlotte & Wilbur's Devotion Hill "Wilbur never forgot Charlotte. Although he loved her children and grandchildren dearly, none of the new spiders ever took her place. She was in a class by herself."	*Charlotte's Web*	E.B. White	Seymour & Gay Beitscher	29	Adamson-Spalding Storybook Garden
"Happiness is a gift and the trick is not to expect it, but to delight in it when it comes."	*Nicholas Nickleby*	Charles Dickens	The Beckham Family Rob, Julie, Bryson, Alex & Austin Beckham	30	Adamson-Spalding Storybook Garden
"Old friends sometimes need no words to understand each other."	*The Sandman and the War of Dreams*	William Joyce	Will & Kaely Tippen in honor of Lucy Jane, Samuel & Henry	31	Adamson-Spalding Storybook Garden
"It's been my experience that you can nearly always enjoy things if you make up your mind firmly that you will."	*Anne of Green Gables*	L.M. Montgomery	Dr. H.M. & Diana Richert	32	Adamson-Spalding Storybook Garden
"Be comforted dear soul! There is always light behind the clouds."	*Little Women*	Louisa May Alcott	Jason & Leila Darby in honor of Cynthia Grace, Charlotte & Cathryn	33	Adamson-Spalding Storybook Garden
"To understand creativity is to conquer the boundaries of time and space."	*Nicholas St. North and the Battle of the Nightmare King*	William Joyce	Josh & Jeanette Black in memory of Jeannette & Guy Caldwell	34	Adamson-Spalding Storybook Garden
Three Little Pigs' Perseverance Hollow "Watch and pray, dear, never get tired of trying and never think it is impossible to conquer your fault."	*Little Women*	Louisa May Alcott	Randy & Susan Piersall/Piersall Funeral Home	35	Adamson-Spalding Storybook Garden
Charlotte & Wilbur's Friendship Stage "Wilbur didn't want food, he wanted love. He wanted a friend - someone who would play with him."	*Charlotte's Web*	E.B. White	Hendrick Health System and Steven Brown, M.D., Christopher Eddleman, M.D., and Talmadge Trammell, M.D.	36	Adamson-Spalding Storybook Garden
"Every genuine act or word, no matter how trifling it seems, leaves a sweet and strengthening influence behind."	*Jack and Jill*	Louisa May Alcott	J.L. & Diane Cole Family in honor of their grandchildren	37	Adamson-Spalding Storybook Garden
"It is good people who make good places."	*Black Beauty*	Anna Sewell	Citizens Bank, N.A.	38	Adamson-Spalding Storybook Garden
Stuart Little's Kindness Knoll "No act of kindness, no matter how small, is ever wasted."	*The Lion and the Mouse*	Aesop	Chester & Donna Dougherty	39	Adamson-Spalding Storybook Garden

"'Tiny of body, but brave of heart, we always finish what we start!' sang the doodle bugs as they helped."	*The Leaf Men and The Brave Good Bugs*	William Joyce	Vic & Carol Corley in honor of Cason and Nash Corley and Miles Ashley	40	Adamson-Spalding Storybook Garden
"She says it has nothing to do with what you look like, or what you have. It has only to do with what you think of, and what you do."	*A Little Princess*	Frances Hodgson Burnett	Kim & Jay Miers in honor of Brooke & Ayden Miers	41	Adamson-Spalding Storybook Garden
Charlotte & Wilbur's Generosity Path "'Why did you do all this for me?' he asked. 'I don't deserve it. I've never ever done anything for you.' 'You have been my friend,' replied Charlotte. 'That in itself is a tremendous thing.'"	*Charlotte's Web*	E.B. White	In honor of Julia Jones Matthews by the Dodge Jones Foundation, Kickapoo Springs Foundation and Legett Foundation	42	Adamson-Spalding Storybook Garden
Charlotte & Wilbur's Gratitude Grove "The true way to live is to enjoy every moment as it passes, and surely it is in the everyday things around us that the beauty of life lies."	*Charlotte's Web*	E.B. White	Jack & Joy Ramsey Dian Graves Owen Foundation in honor of the Ramseys	43	Adamson-Spalding Storybook Garden
The Adamson-Spalding Storbyook Garden "I am. I search. I see. Ah-ha! I play. I know. I dream. And I realize that I feel. And I understand that I love and create art. And so, I live!" "Soy. Yo busco. Veo. ¡Aja! Juego. Sé. Sueño. Y me doy cuenta da que siento. Y entiendo que amo y creo arte. Y por lo tanto. ¡Vivo!"	*Viva Frida*	Yuyi Morales	Texas Commission on the Arts	44	Adamson-Spalding Storybook Garden
Honoring the Children of West Texas "And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."	*The Little Prince*	Antoine de Saint-Exupéry	American Electric Power Foundation	45	Adamson-Spalding Storybook Garden
Three Little Kittens' Responsibility Knoll "Do your best wherever it is, and keep up your good name."	*Black Beauty*	Anna Sewell	Billye Proctor Shaw & Glynn Ray	46	Adamson-Spalding Storybook Garden
HOW DO DINOSAURS SAY GOOD NIGHT? Written by Jane Yolen and illustrated by Mark Teague	*How Do Dinosaurs Say Good Night?*	Jane Yolen		47	Adamson-Spalding Storybook Garden
"How does a dinosur say good night when Papa comes in to turn off the light? Does a dinosaur slam his tail and pout? Does he throw his teddy bear all about?"	*How Do Dinosaurs Say Good Night?*	Jane Yolen	Katelin & Harrison Roeder	48	Adamson-Spalding Storybook Garden
"Does a dinosaur stomp his feet on the floor and shout: 'I want to hear one book more!'? DOES A DINOSAUR ROAR? How does a dinosaur day good night when *Mama* comes in to turn off the light?"	*How Do Dinosaurs Say Good Night?*	Jane Yolen	In honor of Brooke, Ethan, Emerson, Esmé & Eames Andrus	49	Adamson-Spalding Storybook Garden
"Does he swing his neck from side to side? Does he demand a piggyback ride? Does he mope, does he moan, does he sulk, does he sigh? Does he fall on the top of his covers and cry?"	*How Do Dinosaurs Say Good Night?*	Jane Yolen	Sherri Lynn McNeill	50	Adamson-Spalding Storybook Garden
"No, dinosaurs don't. They don't event try. They give a big kiss. They turn out the light. They tuck in their tails. They whisper, 'Good night!'"	*How Do Dinosaurs Say Good Night?*	Jane Yolen	Callie & Austin Roeder	51	Adamson-Spalding Storybook Garden
"They give a big hug, then give one kiss more. Good night. Good night, little dinosaur."	*How Do Dinosaurs Say Good Night?*	Jane Yolen	Sherri Lynn McNeill	52	Adamson-Spalding Storybook Garden
"This little light of mine, I'm gonna let it shine."	*Let it Shine*	Ashley Bryan	In memory of Parker Grace Roan	53	400 block, Cypress Street
"We are Sisters of mercy, Brothers of love, Lovers of life and The Builders of nations."	*We are One*	Ysaye M. Barnwell	In honor of the members of First Baptist Church	54	400 block, Cypress Street
"Promise me that you will listen to your heart, and always live in peace."	*The Nightingale*	Hans Christian Anderson	JoAnn & Randy Wilson	55	300 block, Cypress Street

"For each child that's born, a morning star rises and sings to the universe who we are."	*We are One*	Ysaye M. Barnwell	Brynn Counts (Lee) in honor of Henry Lee and Genevieve Lee	56	300 block, Cypress Street
"All a person needs is some imagination!"	*Regards to the Man in the Moon*	Ezra Jack Keats	Nancy Abel in memory of Ashley and Sara	57	300 block, Cypress Street
"The best of the old. The best of the new. The best that is yet to be."	*Santa Calls*	William Joyce	Hendrick Health System in honor of Tim Lancaster	58	300 block, Cypress Street
"When the heart feels empathy for the oppressed, it has been touched by grace."	*Voices of the Heart*	Ed Young	Abilene Christian University	59	300 block, Cypress Street
"Thanks for reminding me … to wonder about everything and to dream of a peaceful world."	*Thanks from the Very Hungry Caterpillar*	Eric Carle	Phil & Cathy Ashby in honor of our grandchildren	60	200 block, Cypress Street
"Thanks for encouraging me … to be a good friend, to sing my own song, and to always reach for the stars."	*Thanks from the Very Hungry Caterpillar*	Eric Carle	In memory of Honey and Pop from the Proctor Kids	61	100 block, Cypress Street
"You have a talent. Share your gifts with others."	*Words to My Life's Song*	Ashley Bryan	Larry & Shea Hall in honor of our grandchildren from Big Daddy and Shea Shea	62	100 block, Cypress Street
"If kids ran the world, we would make it a kinder, better place."	*If Kids Ran the World*	Leo & Diane Dillon	Jack & Becky Rentz in honor of the Children of Abilene	63	1101 N. 1st St, Depot
"Often, knowledge comes to us when we least expect it."	*What About Me?*	Ed Young	Weldon Hurt in memory of Joe B. Owen and J.W. (Dub) Hurt Jr.	64	1101 N. 1st St, Depot
"Someday we will become something we haven't even yet imagined."	*Dreamers*	Yuyi Morales	In memory of Chuck Weeth from the Weeth Family	65	1101 N. 1st St, Depot
"And together again, we set off on a new adventure."	*Robinson*	Peter Sís	Jonathan & Allison Carroll in honor of Happy & Papa (Darlene & Bill Spann)	66	1101 N. 1st St, Depot
"You're off to Great Places! Today is your day! Your mountain is waiting. So … get on your way!"	*Oh, the Places You'll Go!*	Dr. Seuss	Claire Carlson	67	1101 N. 1st St, Depot
"A person's a person, no matter how small."	*Horton Hears a Who!*	Dr. Seuss	In honor of Abilene's Storybook World by T&T Family Foundation Nashville, TN	68	1101 N. 1st St, Depot
"The more that you read, the more things you will know. The more that you learn, the more places you'll go."	*I Can Read with My Eyes Shut!*	Dr. Seuss	Dottie & Gilbert Korman	69	1101 N. 1st St, Depot
"UNLESS someone like you cares a whole awful lot, nothing is going to get better. It's not."	*The Lorax*	Dr. Seuss	Pete & Martha Hinman in memory of Richard Melton	70	1101 N. 1st St, Depot
"We are Seekers of truth, Keepers of faith, Makers of peace and the Wisdom of the ages."	*We are One*	Ysaye M. Barnwell	In honor of women leaders and their stories Leadership Women Abilene Area Alumnae	71	Grace & N. 1st
"We are our grandmother's prayers. We are our grandfather's dreamings. We are the breath of our ancestors. We are the spirit of God."	*We are One*	Ysaye M. Barnwell	Kaye Price-Hawkins & Joe Hawkins in honor of all volunteers	72	Grace & N. 1st
"It looks big, Earth. But there are lots of us on here so be kind."	*Here We Are*	Oliver Jeffers	Joe Hawkins & Kaye Price-Hawkins in honor of each friend and family member who adds lines and chapters to our story	73	NCCIL & N. 1st
"And so the boy and his friend went home together, talking of wonderful things all the way."	*Lost and Found*	Oliver Jeffers	Lillick Family	74	NCCIL & Cedar
"Could you tell me a story?"	*Finding Winnie*	Lindsay Mattick	In memory of Pamela Anne Christoferson from Nana's Lovies	75	NCCIL & Cedar
"We gardeners never retire."	*The Gardener*	Sarah Stewart	The Rainwater Family Berkeley and Blair	76	NCCIL & Cedar
"If peace begins with a smile, then children are our hope for the future."	*If Kids Ran the World*	Leo & Diane Dillon	Karen Adams, Norman McLeod and Paula Moncada in memory of our mother Bonnie Allard McLeod	77	NCCIL & Cedar

Resolution: Acceptance of Benches in Storybook Gardens and Cypress Street

CITY OF ABILENE TEXAS

Request to Accept Benches

- Over the years, the Abilene Cultural Affairs Council has added benches to Adamson-Spalding and Clear Fork Bank Storybook Gardens, as well as along Cypress Street.
- For clarity and consistency in maintaining downtown amenities, staff is requesting City Council accept benches into City inventory.



CITY COUNCIL MEMORANDUM
3/26/2026

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

ITEM: **8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Memorandum of Understanding with Abilene Cultural Affairs Council and Adding a Mural to the Sidewalk at Clear Fork Bank Storybook Garden *(Lesli Andrews)***

GENERAL INFORMATION
The Abilene Cultural Affairs Council (ACAC) added a mural to the tunnel behind the T&P Depot leading to South 1st. Over the years there have been issues due to the location of the mural. Therefore, the ACAC has requested to move the mural to the sidewalk between the DoubleTree Hotel and the Abilene Convention Center. Staff would like to enter into a Memorandum of Understanding (MOU) with the ACAC for the installation and maintenance of the mural, as needed.

FUNDING/FISCAL IMPACT
There will not be a fiscal impact to the City of Abilene.

STAFF AND/OR BOARD RECOMMENDATION
Staff recommends approval of adding the mural to the sidewalk between the DoubleTree Hotel and the Abilene Convention Center and approving the MOU with ACAC for the installation and maintenance of the mural, as needed.

ATTACHMENTS:
1. 26_3_26 Resolution MOU Installation of Mural
2. MOU CAC and Storybook Mural
3. Exhibit A Nella at mural
4. Exhibit B Storybook Walkway
5. 26_3_26 Presentation MOU ACAC Mural Installation

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 ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE ABILENE CULTURAL AFFAIRS COUNCIL FOR THE INSTALLATION AND MAINTENANCE OF A MURAL ON THE SIDEWALK BETWEEN THE DOUBLETREE HOTEL AND ABILENE CONVENTION CENTER.

WHEREAS, the Abilene Cultural Affairs Council (ACAC) added a mural to the tunnel behind the T&P Depot leading to South 1st; and

WHEREAS, over the years there have been issues with the location of the mural; and

WHEREAS, the ACAC has requested to install a mural to the sidewalk between the DoubleTree Hotel and the Abilene Convention Center; and

WHEREAS, the Abilene Cultural Affairs Council, a non-profit corporation, will finance the installation and maintenance of the mural.

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

Part 1: The City Manager is hereby authorized to enter into a memorandum of understanding with Abilene Cultural Affairs Council for the installation and maintenance of a mural on the sidewalk between the DoubleTree Hotel and Abilene Convention Center.

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

ADOPTED this 26th day of March 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ABILENE AND THE ABILENE CULTURAL AFFAIRS COUNCIL FOR SIDEWALK MURAL AT THE CLEARFORK BANK STORYBOOK GARDEN

WHEREAS, the Abilene Cultural Affairs Council ("ACAC"), a non-profit corporation, wishes to install a mural on City property located at the Convention Center Clear Fork Bank Storybook Garden.

NOW THEREFORE, it is hereby agreed between the City of Abilene and ACAC that:

1. The design of the mural will be approved by the City of Abilene prior to procurement and installation. The mural will be approximately 9'x55' made of vinyl material, and substantially similar to the photo in Exhibit A.

2. The ACAC will procure design and payment of the mural.

3. The ACAC shall install the mural on the sidewalk between the DoubleTree Hotel and the Abilene Convention Center depicted in Exhibit B.

4. The ACAC shall maintain the mural in good condition. The cost of maintenance shall be paid by the ACAC.

5. The mural will need to be replaced every 5-7 years. The cost of replacement shall be paid by the ACAC.

6. The ACAC may place a small sign or plaque at the location of the mural to name the artist. The sign or plaque will be approved in advance by the City of Abilene.

7. **The ACAC will indemnify and hold harmless the City of Abilene, its officers agents, and employees, from and against 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 attorney's fees and other reasonable costs arising out of or resulting from ACAC's activities conducted in connection with or incidental to this Agreement and from any liability arising out of or resulting from the intentional acts or negligence, including all causes of action based upon common, constitutional, or statutory law, or based in part thereon of ACAC, including but not limited to its officers, agents, employees, contractors, licensees, invitees, and other persons.**

8. ACAC will at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, contractors,

understood and agreed that the City shall not be liable or responsible for the negligence of ACAC, including but not limited to its officers, agents, members, participants, invitees, and other persons.

9. City and ACAC will provide each other with prompt and timely notice of any event, covered by the indemnity section of this Agreement. In the event a claim or action is filed with respect to the indemnity section, the City may employ attorneys of its own choosing to appear and defend the claim or action on behalf of the City.

10. Either party may terminate this MOU upon 30 days written notice. Upon termination, the ACAC shall promptly remove the mural.

IN WITNESS WHEREOF, THE CITY OF ABILENE AND ABILENE CULTURAL AFFAIRS COUNCIL have entered into this Agreement on the 18 day of March, 2026.

CITY OF ABILENE
555 Walnut Street
Abilene, TX 79701

By:_____
City Manager

ABILENE CULTURAL
AFFAIRS COUNCIL
1101 N. 1st Street
Abilene, TX 79601

By:_____
Executive Director

ATTEST:

_____
City Secretary

APPROVED:

By:_____
City Attorney





Memorandum of Understanding
Mural Installation

CITY OF ABILENE TEXAS

General Information:

- Over the years, there have been issues with the location of the mural located in the tunnel behind the T&P Depot.

- The Abilene Cultural Affairs Council ("ACAC"), is requesting to finance the installation and maintenance of the mural on the sidewalk between the DoubleTree Hotel and Abilene Convention Center.







CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
3/26/2026

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

ITEM: **9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the City Manager to Enter into a Contract with CS Advantage USAA Inc. for the Roof Replacement at Maxwell Municipal Golf Course Clubhouse *(Lesli Andrews)***

GENERAL INFORMATION

The City of Abilene has recently entered into a lease agreement with Lone Star Golf Management, LLC for the management of Maxwell Golf Course. The City of Abilene agreed to make up to $300,000 worth of improvements to the facilities. The Maxwell Golf Course clubhouse is in need of a new roof as well as bringing the stair handrail up to code. The City went out for bids and received three bids on March 19, 2026. Staff evaluated the bids and selected CS Advantage USAA Inc. as the Best Value low bid contractor at a cost of $155,000. The project is anticipated to take sixty days.

FUNDING/FISCAL IMPACT

$155,000 will come from the approved $300,000 Maxwell Golf Course Minor Improvement Fund project budget.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval of the contract to CS Advantage USAA Inc. for the roof and handrail replacement at the clubhouse of Maxwell Golf Course.

ATTACHMENTS:

1. 26_3_26 Resolution Contract Roof Replacement Maxwell
2. Maxwell CS Advantage USAA Inc contract
3. CB2625TAB
4. 26_3_26 Presentation Maxwell Roof Contract

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 3/23/2026

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CS ADVANTAGE USAA INC. FOR THE REPLACEMENT OF THE ROOF AND HANDRAIL AT MAXWELL MUNICIPAL GOLF COURSE CLUBHOUSE.

WHEREAS, the City is the owner of Maxwell Municipal Golf Course; and

WHEREAS, the City has determined that it will require the services of a qualified contractor for the replacement of the roof at Maxwell Municipal Golf course clubhouse; and

WHEREAS, the City received three proposals on March 19, 2026 for roof replacement and handrail replacement at Maxwell Municipal Golf Course clubhouse; and

WHEREAS, Staff evaluated the bids and selected CS Advantage USAA Inc. as the Best Value low bid contractor at a cost of $155,000.

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

Part 1: The City Council of the City of Abilene hereby authorizes the City Manager to enter into a contract with CS Advantage USAA Inc., for the replacement of the roof and handrail at Maxwell Municipal Golf Course clubhouse.

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

ADOPTED this 26th day of March 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the __26___ day of __March___, 2026 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and CS Advantage USAA Inc. of the City of College Station, State of Texas. ("Contractor").

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

THE AGREEMENT

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

Maxwell Golf Club Pro Shop Reroofing and Handrail Project

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

In consideration of this Work, the City will pay the Contractor the sum of $155,000

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

(i) injury or damage to any property or right

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

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

(iv) all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

CS Advantage USAA, Inc.

Signature

Oscar Galvan

Name - Typed or Printed

President

Title - Typed or Printed

Business Address:

P.O. Box 12407, College Station TX 77842

2107710720

Business Phone No.

272312935

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CS ADVANTAGE USAA INC. STATE 2010

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

DEPARTMENT: PARKS & REC
BID NO.: CB-2625
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: MARCH 19, 2026

ITEM	DESCRIPTION	QTY	UNIT	PRO-SHIELD COMMERCIAL ROOFING, LLC ALEDO, TX		CS ADVANTAGE USA INC.* COLLEGE STATION, TX		BARR ROOFING COMPANY ABILENE, TX							
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	MAXWELL GOLF CLUB PRO SHOP REROOFING PROJECT				$215,432		$155,000		$162,400						
	BASE BID														
	DISCOUNT														
	TOTAL BID				$$215,432		$155,000		$162,400						

*NOTES: INDICATES RECOMMENDED AWARD

Contract CS Advantage USAA Inc., Maxwell Municipal Golf Course Roof and Handrail

CITY OF ABILENE TEXAS

General Information:

- Contract with CS Advantage USAA Inc., for the roof and handrail replacement at Maxwell Municipal Golf Course clubhouse.
- The City received three proposals on March 19, 2026 for roof and handrail replacement at Maxwell Municipal Golf Course clubhouse.
- CS Advantage USAA Inc., was selected
- Staff evaluated the bids and selected CS Advantage USAA Inc., as the best value low bid contractor at a cost of $155,000.



CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
3/26/2026

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

ITEM: **10. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Services Contract with Atlas Copco Compressor Services for Maintenance and Repair of Air Compressors at the Hamby Water Reclamation Facility and Hargesheimer Water Treatment Plant *(Matthew Dane)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a five-year Services Contract with Atlas Copco Compressor Services for maintenance, repair, and monitoring of air compressors located at the Hamby Water Reclamation Facility (WRF) and Hargesheimer Water Treatment Plant (WTP).

The contract provides comprehensive service coverage, including preventative maintenance, breakdown repair, replacement of covered components, SMARTLINK remote monitoring services, and priority emergency response. The agreement term is 1,825 calendar days (five years).

Air compressors are critical components at both facilities:

- At Hamby WRF, compressors support process air systems such as actuated valves, essential to wastewater treatment operations.
- At Hargesheimer WTP, compressors provide operational air necessary for plant processes and equipment function.

The Atlas Copco Total Responsibility (TR) service plan includes:

- Preventative maintenance and inspections
- Breakdown repair coverage (excluding major components as defined in the agreement)
- Electrical and VSD component coverage
- Air-end repair and planned overhauls
- 24/7 emergency service support
- SMARTLINK uptime and diagnostics services

The total contract amount is $134,668.85 for the five-year term.

FUNDING/FISCAL IMPACT

The contract will be funded from the FY26 Annual Operating Budget of the Water Utilities Department in the lump sum amount of $134,668.85.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council approve the five-year Services Contract with Atlas Copco Compressor Services for maintenance and repair of air compressors at Hamby WRF and Hargesheimer WTP.

ATTACHMENTS:

1. 2 - WrittenResolution - Atlas Copco
2. Atlas Copco Signed Contract
3. Quote No. 12673256-Rev10
4. 3 - Presentation - Atlas Copco

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A SERVICES CONTRACT WITH ATLAS COPCO COMPRESSOR SERVICES FOR MAINTENANCE AND REPAIR OF AIR COMPRESSORS AT THE HAMBY WATER RECLAMATION FACILITY AND HARGESHEIMER WATER TREATMENT PLANT.

WHEREAS, the City of Abilene (City) owns and operates the Hamby Water Reclamation Facility (HWRF) and the Hargesheimer Water Treatment Plant (HWTP) as part of its Water Utilities system; and

WHEREAS, the air compressor systems at HWRF and HWTP are critical components necessary for reliable wastewater and water treatment operations; and

WHEREAS, proper preventative maintenance, repair services, and monitoring of these air compressor systems are essential to ensure continued operational reliability, regulatory compliance, and protection of public health and safety; and

WHEREAS, the City desires to enter into a five-year Services Contract with Atlas Copco Compressor Services to provide preventative maintenance, repair services, emergency response support, and related services for air compressors located at HWRF and HWTP; and

WHEREAS, the total contract amount for the five-year term is $134,668.85, which will be funded through the FY26 Annual Operating Budget of the Water Utilities Department;

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

That the City Manager is authorized to execute a five-year Services Contract with Atlas Copco Compressor Services for maintenance and repair of air compressors at the Hamby Water Reclamation Facility and Hargesheimer Water Treatment Plant in the total contract amount of $134,668.85.

ADOPTED this 26th day of March, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

SERVICES CONTRACT

This Contract, dated the 26th day of March, 2026, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Atlas Copco Compressor Services a company organized under the laws of the State of Texas ("Contractor").

The purpose of this services contract is to state the terms and conditions under which Contractor will provide Maintenance Services to the Air Compressors at Hamby WRF and Hargesheimer WTP services to the City during the term stated herein.

In consideration of the mutual promises contained in this contract, City and Contractor agree as follows:

I. TERMS

Contractor must provide all services as described in Attachment A, which is incorporated by reference for all purposes within 1,825 calendar days after the effective date of this Contract.

II. PAYMENT

For the services to be rendered under this Contract, the Contractor will be entitled to a fee as described in Attachment B, which is incorporated by reference for all purposes.

III. MATERIALS AND SUPPLIES

The Contractor will furnish all materials and equipment necessary to perform the services agreed to under this Contract, which are to be supplied by the Contractor.

IV. TERMINATION

This Contract may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same, or (3) with immediate effect if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy or insolvency law, or has wound up or liquidated (voluntarily or otherwise). Upon the termination of this Contract as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the

day of termination. For any funding beyond the current fiscal year, the City reserves the right to immediately terminate this Contract by giving written notice, without liability to the City, in the event that funding for this Contract is discontinued or is no longer available. The City's fiscal year runs from October 1st to September 30th.

This contract requires use of only genuine Atlas Copco Parts and Lubricants approved by Atlas Copco. No changes to equipment or installation are allowed unless authorized by Atlas Copco.

Service Plan may be terminated by either party with 30 days written notice.

Seller is entitled to compensation for services and products that were provided before termination, but not fully paid. Customer is entitled to a refund for any services that have not been performed but already paid in full.

Customer is responsible the general list price of any general overhaul, maintenance or repair of a major component (elements involved in air compression or control of air quality, gas purity; drivetrain; motor; VSD; cooler) performed under the Service Plan, that Customer seeks to terminate prior to defined terms.

Service Plan may be cancelled by Atlas Copco in the absence of a valid PO.

Preliminary service plan termination may result in disrupted maintenance schedule and void warranty.

V. ASSIGNMENT

Neither party shall make any assignment of this Contract, in whole or in part, in any manner, whether by operation of law, merger, or otherwise without the prior written approval of the other, but such approval shall not be unreasonably withheld or delayed, except that Contractor may assign without such approval to its affiliates or subsidiaries.

VI. STATUS OF CONTRACTOR

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

VII. AMENDMENT OR MODIFICATION

This Contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent, which are not contained in this Contract are of no effect. This Contract may not be amended or modified except by both

parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

(i) injury or damage to any property or right;

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

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

(iv) all other costs and expenses of litigation.

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

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

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

B. Indemnity

Contractor agrees to defend, indemnify, and hold harmless the City and the City's affiliates, and their respective officers, directors, employees and agents (collectively "Indemnified Parties") from and against all claims made against any Indemnified Party by any third party

(including any employee of Contractor or the City) for (a) personal injury (including but not limited to death) and/or (b) physical damage to tangible property, to the extent such personal injury and/or physical damage to tangible property is caused by the negligence of Contractor or Contractors employee/agent.

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

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

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

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

CONTRACTOR'S INDEMNITY OBLIGATIONS EXPRESSLY EXCLUDE ANY INJURIES/DEATH/DAMAGE TO THE EXTENT THAT THEY ARE CAUSED BY THE NEGLIGENCY OF THE CITY OR ANY THIRD PARTY (OTHER THAN CONTRACT'S EMPLOYEE/AGENT). RESERVED.

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

1. Name the City as an additional insured on the Contractor's Commercial General Liability insurance policy only, with respect to operations for which this Contract is made, and such coverage shall be subject to ISO CG 20 10 Additional Insured Endorsement Form, July 2004 edition or an endorsement substantially similar thereto.
2. Provide for thirty (30) day advance written notice of cancellation or material change.

C. TYPES AND AMOUNT OF INSURANCE

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

	Type	Amount
_X_1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
_X_2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (Insuring above indemnity)	$500,000 combined single limit for bodily injury and property damage (per occurrence)

and where the exposures exist
• Explosion Collapse and Underground

_X_	3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___	4. Professional Liability	$500,000 combined single limit (per occurrence)
___	5. See Addendum for Special Coverages and/or revisions	
___	6. No Insurance Required	

X. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XI. NOTICE

All notices must be in writing, hand-delivered or mailed by certified mail, to the other party at the address below. The name and address for notification may be changed by notice to the other party.

City - **ATTN: Matthew Dane, Director of Water Utilities**
P.O. Box 60
Abilene, TX 79604-0060

Contractor - **ATTN: Ed Coffee, Service Sales Manager**
2520 N Great Southwest Pkwy, Suite 110
Grand Prairie, TX 75050

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Contractor, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Abilene, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies.

Contractor must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

XIII. NO INDEBTEDNESS

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

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

Section 130 of the City Charter authorizes the City to counterclaim and offset against any debt, claim, demand, or account owed by the City to any person, firm, or corporation in arrears to the City for any debt, claim, demand, or account of any nature whatsoever, including taxes, penalty, and interest. Notwithstanding the foregoing, the City's right to offset any amounts owed to Contractor under this Contract shall be limited to amounts owed by Contractor to the City arising under this Contract.

XIV. EQUAL EMPLOYMENT OPPORTUNITY

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

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVI. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XVII. SALES TAX

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

XVIII. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XIX. STATUTORY VERIFICATIONS

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

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

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

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

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

XX. SECTIONS AND OTHER HEADINGS

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

XXI. COUNTERPARTS

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

XXII. LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF TOTAL OR PARTIAL USE OF EQUIPMENT, DOWNTIME COST, LOSS OF PROFITS OR REVENUES. THE TOTAL LIABILITY IN THE AGGREGATE (ARISING OUT

OF OR RELATED TO THE PRODUCTS, SERVICE, CONTRACT, AND/OR BREACH OR PERFORMANCE OF CONTRACT) SHALL BE LIMITED TO THE ACTUAL PURCHASE PRICE AMOUNT RECEIVED BY ATLAS COPCO FROM BUYER FOR THE PRODUCT/SERVICE INVOLVED IN THE CLAIM.

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

IN WITNESS HEREOF the parties have entered into this agreement as of the date written above.

CITY OF ABILENE

By:

Title:

ATTEST:

City Secretary

APPROVED:

City Attorney

CONTRACTOR

By: Daniel Lopez Digitally signed by Daniel Lopez Date: 2026.03.05 15:49:16 -06'00'

Title: Regional Service Sales Manager

Address:
300 Technology Center Way, Suite 550
Rock Hill, SC 29730

Phone Number: 866-567-0179

Federal Tax ID #: 04-2700546

ATTEST: (If Corporation)

Corporation's Secretary

Corporate Seal (If available):

ATTACHMENT A

SCOPE OF SERVICES

Atlas Copco will provide 24-hour monitoring bi-annual servicing at both Hargesheimer WTP and Hamby WRF of all compressors to include normal parts, (i.e. filters, belts, etc..) oil disposables

Standard Service kits and disposables
Machine Oil (when oil-change is required)
Automated parts / lubricants ordering and shipping with priority
Expert labor and machine service specialist
Machine Inspections (incl. oil sampling) with reports and recommendations
Preventative Maintenance (incl. vibrations or SPM analysis)
Cooler cleaning (with washing solution) Optional
Automated visit scheduling with priority
Risk management
Breakdown repairs (excluding major components)
Repair of Electric motor
Electric components repair (incl. VSD)
Air-cooler repair
Repair of air-end elements (incl. planned overhaul when needed)
24/7 emergency service support with highest priority
Advisory service on equipment reliability
Uptime Performance Care4
Warranty (new equipment) / Coverage Standard
Extended Full SMART services
SMARTLINK Uptime
SMARTLINK Energy Optional
SPM or Vibrations monitoring Optional
Remore Diagnostics service.

Atlas Copco Quote No. 12673256 (8 pages) is attached hereto. If any terms and conditions of this Agreement conflict with the terms and conditions of the attached (8) pages, then the terms and conditions of this Agreement control.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ___

Compensation is based on actual hours of work/time devoted to providing the described services and will be paid at a rate of $Click or tap here to enter text. per hour, or per the attached schedule, not to exceed $Click or tap here to enter text..

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

OPTION 2 _X__

Payment is in a lump sum amount of $134,668.85. upon completion of the work and written acceptance by the City.

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

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

OPTION 3 ___

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

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPESNATION INSURANCE LANGUAGE
THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

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

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

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

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

c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

e. Contractor shall obtain from each person providing services on a project and provide to City:

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

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

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

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

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

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

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section401.011(44) for all of its employees providing services on the project, for the duration of the project;

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

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

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

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

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

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

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

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

j. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

(End of Document)

Atlas Copco Compressor Services



CITY OF ABILENE

Kenny Hutchins

Quote no: 12673256/10
Created: 03/18/26
Expiration: 04/17/26

Sustainable Productivity

Atlas Copco

	CITY OF ABILENE		**Atlas Copco Compressor Services**
Attn to:	Kenny Hutchins *HIGHWAY 84 1594* *TUSCOLA, 79562*	Contact person:	Ed Coffee *2520 N Great Southwest Pkwy. Suite 110* *Grand Prairie, TX 75050*
Phone:	+1 325-676-6404 kenny.hutchins@ABILENETX.GOV	Phone	214-725-1049 Ed.coffee@atlascopco.com

Dear Kenny Hutchins,

We appreciate your invitation to quote our service proposal, rest assured we will do our best to meet your expectations.

Service plans are specifically designed to increase equipment uptime, energy savings and administration efficiency at the minimum overall costs.

With any of our Service Plan package Atlas Copco will relieve you of the burden to manage regular and preventative maintenances of compressed air solutions what assures on-time delivery of our quality service with the best fitting parts and lubricants. Besides, your brand-new machine might be applicable to one of premium warranty programs, please discuss with Atlas Copco representative.

Our Total Care plan further reduces your costs and potential downtime by including more SMARTLINK (IoT solution) and Diagnostics services, that help to predict potential malfunctions.

With Total Responsibility you are going to benefit the most from our partnership with:

- Full breakdown and repairs risk coverage including overhaul when it is needed to assure continuous machine operation.
- Optional Equipment Uptime target on which we will work together.
- All premium digital and diagnostics predictive services powered by SMARTLINK.

From generation to point of use, we always guarantee the best performance from your whole system. You are not just buying a service; you obtain a reliable partner, and we are grateful for your trust.

In case you need additional information on this quotation or other service products, please do not hesitate to contact me at any time.

Kind regards,

Ed Coffee
Service Sales Manager

Ed Coffee

Service Plans Overview

	Parts Plan (PP)	Preventive Maintenance (PM)	Total Care (TW)	Total Responsibility (TR)
Parts, lubricants, and other disposables				
Standard Service kits and disposables	✓	✓	✓	✓
Machine Oil (when oil-change is required)	✓	✓	✓	✓
Automated parts/lubricants ordering and shipping with priority	✓	✓	✓	✓
Expert labor and machine service specialists				
Machine Inspections (incl. oil sampling) with report and recommendations		✓	✓	✓
Preventive Maintenance (incl. vibrations or SPM analysis)		✓	✓	✓
Cooler cleaning (with washing solution)[3]			Optional	Optional
Automated visit scheduling with priority		✓	✓	✓
Risk management				
Breakdown repairs (excluding major components)			✓	✓
Repair of electric motor			Optional	✓
Electric components repair (incl. VSD)			Optional	✓
Air-cooler repair			Optional	✓
Repair of air-end elements (incl. planned overhaul when needed)				✓
24/7 emergency service support with highest priority				✓
Advisory service on equipment reliability				✓
Uptime Performance Care[4]				✓
Warranty (new equipment) / Coverage[6]		Standard	Extended	Full
SMART services[5]				
SMARTLINK Uptime	Optional	✓	✓	✓
SMARTLINK Energy	Optional	Optional	Optional	✓
SPM or Vibrations monitoring		Optional	✓	✓
Remote Diagnostics service			✓	✓

1. Certain Plans and options can be a subject to limitation for certain equipment models and working environment conditions, please verify with your Service Sales representative of Atlas Copco Compressors.
2. For old equipment (reached end-of-service-support age) provision of parts and components can be limited in case of obsolescence and no stock.
3. When included, number of Cooler-cleaning visits may vary depending on configured scope of maintenance, please verify with your Service Sales representative, extra cleaning visits can be requested and charged separately.
4. Only if Uptime Performance is explicitly indicated in the 'Service Plan(s) Pricing and Summary', equipment is to be continuously connected to **SMART**LINK.
5. Upgrade or installation of extra electronic hardware might be required. Please verify with your Atlas Copco representative, additional cost might apply.
6. Warranty/Coverage is limited to the internal electrical and mechanical components of equipment.

Service Plan(s) pricing and summary

Line No	Service Plan	Up to Running Hrs. Per Year	Oil Type	Duration, years	Risk coverage				SMART Services[1]				Targeted Uptime Performance	Price Per Year[2]
					Element	Main Motor	VSD / Electrical	Cooler Repair	SMARTLINK Uptime	SMARTLINK Energy	SPM or Vibrations	Diagnostics		
1	API061068		GA45 7,5-10bar FF HD											
✓	TR	4000	RotoXtend	5	✓	✓	✓	✓	✓	✓	✓	✓	✓	$ 7630.22
2	API061067		GA45 7,5-10bar FF HD											
✓	TR	4000	RotoXtend	5	✓	✓	✓	✓	✓	✓	✓	✓	✓	$ 7630.22
3	ITJ880844		GA11 125psi FF RXD											
✓	TR	4000	RotoXtend	5	✓	✓	✓	✓	✓	✓		✓		$ 4968.89
4	ITJ894271		GA11 125psi FF RXD											
✓	TR	4000	RotoXtend	5	✓	✓	✓	✓	✓	✓		✓	✓	$ 4978.08
5	NSE097008		PD120											
✓	PM	4000		5										$ 863.18
6	NSE097009		PD120											
✓	PM	4000		5										$ 863.18
Total Price per year without taxes:														$ 26933.77

1. Usage of SMART Services might require an upgrade or installation of **SMART**LINK and electronical hardware. Please verify with your Atlas Copco representative.
2. Subject to price policy and yearly indexation (more details in 'Commercial T&C's).

Atlas Copco Compressors LLC

300 Technology Center Way
Ste. 550
Rock Hill, SC 29730, USA

Phone: +1 866-472-1013
www.atlascopco.com/service-usa
www.atlascopco.com/air-usa

	1 yr PO	5 yrs PO
1st year	$ 26933.77	$ 26933.77
2nd year	$ 28819.13	$ 26933.77
3rd year	$ 30836.47	$ 26933.77
4th year	$ 32995.03	$ 26933.77
5th year	$ 35304.68	$ 26933.77
Total	**$ 154889.08**	**$ 134668.85**
Savings over 5 years		**$ 20220.23**
		13%

Savings with a longer Purchase Order (PO)

The Price can be fixed for the duration of the PO with an exception to major inflation (see more information in the 'Price and billing policy' of the 'Commercial T&C's').

By standard the price is subject to yearly indexation every 12 months anniversary of the agreement, and it is reviewed during every **P**urchase **O**rder (**PO**) renewal.

Pre-Work Site Assessment

PLEASE RETURN TO YOUR ATLAS COPCO CONTACT

Location/Customer site: _____ **Date:** _____

Safety Risk Analysis	**Yes**	**No**	**N/A**	**Corrective Action Taken?**
Is there a Fall risk (compressor on platform, no safety railing, etc.) or ladder use?				
Is the lighting adequate?				
Is there risk of touching hot parts (burn hazard)?				
Is there a danger of flying dust?				
Is there fire exposure?				
Is there a fire extinguisher in the workplace?				
What process has the vacuum pump has been used for?				
What customer permissions are needed? (LOTO, Hot-work, Confined Space, etc.)				
If required, will adequate lifting equipment be supplied by the customer?				
Are there any other hazards not listed above?				
Given the hazards, what controls, including Personal Protective Equipment, are required?				
Other comments and considerations				

Site Specific Requirements	**Yes**	**No**	**N/A**	**If yes, then how many hours?**
Is additional time needed to access the equipment because it's in a difficult location?				
Is the equipment located outdoors?				
If the equipment is located outdoors, then is it covered and protected?				
Is there enough clearance around the equipment to access it properly?				
Is additional time needed due to security procedures?				
Is there safety or site training required?				
Is additional time needed for the LOTO process?				

Atlas Copco Compressors LLC

300 Technology Center Way
Ste. 550
Rock Hill, SC 29730, USA

Phone: +1 866-472-1013
www.atlascopco.com/service-usa
www.atlascopco.com/air-usa

Commercial Terms and Conditions of Service

1. To be signed by	2. Agreement start date	3. Agreement end date
04/17/2026	08/20/2025	08/21/2030

4. Reference Nr (optional)	5. Purchase Order renewal	6. Billing frequency	7. Payment terms
12673256	30 days before PO expiration	Yearly	within 30 days after the invoice date

8. Transportation, other costs

Freight included. Expediting at extra charge.

Forklift and/or other lifting equipment with qualified operator are to be provided by customer. It can be provided by Atlas Copco for an extra charge if notified at least 30 days before the visit.

Overhauls and other services are performed on site, otherwise freight costs and other costs may apply.

Extra costs apply if work is performed outside normal working hours (8:00am - 5:00pm, Monday through Friday).

Oil and waste disposal are not included.

9. Price and billing policy

Quoted prices exclude applicable tax. Taxes are listed in the invoice. Invoices are issued at the beginning of the billing period.

Prices are fixed for the PO duration and are subject to 7% increase year-over-year at every PO renewal. Price is requoted when multi-year PO is expired.

In case of major inflation, when CPI (Consumer Price Index published by U.S. Bureau of Labor Statistics) increase exceeds 7%, Atlas Copco reserves the right to match the price increase to CPI at any contract anniversary even for multi-year PO's. In the event there is a substantial increase in the cost of goods due to new tariffs, any resulting price increases will be negotiated by the parties in good faith.

Price is subject to requote at contract anniversary if equipment yearly running hours exceed the agreed hours by 1000 or in case of change in operating environment or installation.

10. Service Plan termination

May be terminated by either party with 30 days written notice.

Seller is entitled to compensation for services and products that were provided before the termination, but not fully paid. Customer is entitled to a refund for any services that have not been performed but already paid in full.

Customer is responsible for the general list price of any general overhaul, maintenance or repair of a major component (elements involved in air compression or control of air quality, gas purity; drivetrain; motor; VSD; cooler) performed under the Service Plan, that Customer seeks to terminate prior to the defined term.

Service Plan may be cancelled by Atlas Copco in the absence of a valid PO.

Preliminary service plan termination may result in disrupted maintenance schedule and voided warranty.

11. Service plan(-s) scope and definitions:

(a) Service plan is a package of services allocated to a particular equipment unit with Seral Nr. It can include regular maintenance (parts, consumables, components, and expert labor), digital services and risk management solutions. The scope of standard Service plans is defined below:

Plan	Parts and consumables	Professional Service	Repairs and risk management (it requires **SMART**LINK subscriptions)	Comments
Parts Plan (PP)	Included	Not Included	Not applicable	Service kits and lubricants
Preventive maintenance (PM)	Included	Included	Standard Warranty	Min warranty requirement
AireXtend (XT) with Extended Warranty+ (EW+)	Included	Included	Max coverage while under EW+ (up to 5yrs after vendor warranty start)	For select equipment only, to be signed within 180 days of start-up and 365 days of delivery.
Total Care (TW)	Included	Included	Partial coverage + Premium Warranty	Repairs coverage might vary
Total Responsibility (TR)	Included	Included	Max coverage + optional **Uptime Performance Care (UPC)**	Includes risk of overhauls (performed when technically needed). For select equipment only.

Any work outside the standard scope and activities would be billed on a Time & Materials basis after written approval; service and repair of non-Atlas Copco external starters are not included. Overhauls (when covered under Service Plan) are only performed if technically required to assure equipment uptime performance and cannot be provided by request if there is no necessity. Compression elements replaced under Service plan or Warranty are to be returned to Atlas Copco.

(b) Uptime Performance Care (UPC):

Definition	Targets	Measurements	Eligibility
UPC is an option within TR service plan to set a machine availability (uptime) target per unit of equipment. For the equipment units with the availability below target, Atlas Copco will compensate certain % of yearly service plan cost in a form of credit note (via back-billing).	Unless agreed otherwise in writing the availability (uptime) target is 97% of time, the credit note (compensation) is 5% of the service plan cost. Time of regular maintenance is not counted as downtime.	The availability (or uptime) is evaluated against target every service plan anniversary (for the past 12 months). The final and intermediate uptime results can be viewed in **SMART**LINK App.	An equipment unit is eligible for the UPC compensation only if Uptime Performance option is explicitly indicated in the price offer; the actual machine operating (running) hours do not exceed agreed limit; there is continuous connection to **SMART**LINK network with all the necessary hardware installed; all required Atlas Copco recommendations and customer responsibilities are followed.

12. Customer responsibilities

Keep equipment in clean condition, free of any corrosive contaminants and acceptable working environment. Perform general cleaning of main and supporting equipment and parts (including regular cooler cleaning), unless otherwise explicitly agreed in writing by Atlas Copco.

Use only genuine Atlas Copco Parts and Lubricants approved by Atlas Copco. No changes to equipment or installation are allowed unless authorized by Atlas Copco.

Take necessary actions on Atlas Copco recommendations regarding service and required changes to installation or working environment of the compressor equipment.

Make the equipment units available for overhaul (and pay for an overhaul unless included) if SPM/vibration analysis or other metrics indicate the need. Provide immediate access to equipment when required to avoid breakdown or downtime, otherwise repair or compensation may not be provided.

Perform daily and weekly inspection on the compressor equipment. Inform Atlas Copco of any changes in compressor operational conditions, changes in the equipment installation and disconnected from **SMART**LINK network status.

13. Liability and Limitations on Service

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF TOTAL OR PARTIAL USE OF EQUIPMENT, DOWNTIME COST, LOSS OF PROFITS OR REVENUES. ATLAS COPCO'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE YEARLY VALUE OF THE SERVICE PLAN FOR THE PARTICULAR EQUIPMENT UNIT. Alternative air supply, back-up air or rental service are expressly excluded.

Any repairs caused by poor water quality (not in accordance with minimum Atlas Copco requirements), are not covered by any Service Plan; this includes but is not limited to repairs of water coolers.

Repairs and any form of compensation are not provided if caused by negligence, abuse, vandalism, force majeure, ignorance of customer responsibilities, operation outside specified parameters (incl. but not limited to cooling water, ventilation, electrical supply, ambient temperature, dust, corrosive environment, humidity) and in case of overdue maintenance beyond 60 days.

Repairs or upgrades beyond the scope of overhauls, maintenance, internal electrical and mechanical components are not included and will be charged separately.

Inability to provide **parts, components,** and related services in case of **obsolescence** due to **equipment age**. In such a case the cost of undelivered service will be credited to the customer.

'ATLAS COPCO GENERAL TERMS AND CONDITIONS OF SERVICE' ARE ALSO PART OF THE AGREEMENT AND CAN BE CONSULTED FOLLOWING THE LINK OR PRINTED AND APPENDED TO THE AGREEMENT UPON REQUEST. ALL OTHER TERMS ARE SPECIFIED IN THE 'SERVICE PLAN(S) PRICING AND SUMMARY'. THIS DOCUMENT, OR ANY PART OF IT IS CONFIDENTIAL AND MUST BE HANDLED IN ACCORDANCE WITH CONFIDENTIALITY OBLIGATIONS OF THE 'GENERAL TERMS AND CONDITIONS OF SERVICE', AND THEY CANNOT BE SHARED WITH A THIRD PARTY WITHOUT AN EXPLICIT WRITTEN CONSENT OF ATLAS COPCO

By signing this document, we agree to all the stated terms and conditions, and you are authorizing 'Atlas Copco Compressors LLC' to automatically invoice as detailed above.

GENERAL T&C OF SERVICE

Atlas Copco Compressors LLC		**CITY OF ABILENE**	
Signature	_____	Signature	_____
Date	_____ (MM/DD/YYYY)	Date	_____ (MM/DD/YYYY)
Printed Name	_____	Printed Name	_____
Title	_____	Title	_____

Approve the Contract with Atlas Copco Compressor Services for Maintenance and Repair of Air Compressors at the Hamby Water Reclamation Facility and Hargesheimer Water Treatment Plant

CITY OF ABILENE TEXAS

Atlas Copco Air Compressor Services

- Approving a five-year services contract with Atlas Copco Compressor Services for air compressor maintenance at Hamby WRF and Hargesheimer WTP in the total amount of $134,668.85.
- Includes preventative maintenance, repair services, emergency response support, replacement of covered components, and remote monitoring services.
- The air compressor systems are critical to maintaining reliable wastewater and water treatment operations at both facilities.

CITY OF ABILENE TEXAS

Atlas Copco Air Compressor Services



ATLAS COPCO GA ROTARY SCREW COMPRESSORS

CITY OF ABILENE TEXAS

Approve the Services Contract with Atlas Copco Compressor Services for Air Compressor Maintenance

QUESTIONS?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
3/26/2026

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

ITEM: **11. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the First Amendment to the Water Supply Contract with Hamby Water Supply Corporation *(Matthew Dane)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a First Amendment to the Water Supply Contract between the City of Abilene and Hamby Water Supply Corporation (Hamby WSC).
The original agreement, executed on November 18, 2021, provides for the wholesale purchase of potable water by Hamby WSC for rural residential and agricultural uses and limits individual customer meter sizes to one and one-half inches (1.5").
This amendment supports the City's broader efforts to address housing availability and affordability challenges associated with rapid regional growth. By enabling infrastructure that supports temporary and workforce housing options such as the Elmdale RV Park, the City is taking a proactive approach to increasing housing capacity and helping to alleviate pressure on the local housing market.
Hamby WSC has requested an amendment to allow for a larger meter connection to serve the Elmdale RV Park, located at 938 Elmdale Road North, outside the city limits of Abilene. The RV park is intended to support regional economic activity associated with large-scale construction projects and is planned to accommodate up to approximately 2,300 RV spaces.
The proposed amendment will:

- Allow Hamby WSC to provide a single water meter connection up to three inches (3") in diameter exclusively for service to the Elmdale RV Park.
- Maintain the existing one and one-half inch (1.5") meter size limitation for all other customers.
- Require Hamby WSC to provide the City with a copy of its agreement with Elmdale RV Park and any amendments thereto.
- Require notification to the City of any default or breach of the agreement between Hamby WSC and Elmdale RV Park.
- Terminate authorization for the three-inch meter if the site ceases operation as an RV park.

This amendment is limited in scope and does not modify other provisions of the existing agreement.

FUNDING/FISCAL IMPACT

There is no direct fiscal impact to the City associated with this amendment. Water service will continue to be provided under the terms of the existing wholesale agreement.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council approve the First Amendment to the Water Supply Contract with Hamby Water Supply Corporation.

ATTACHMENTS:

1. 2 - WrittenResolution - HambyWSC Contract Amendment
2. Signed exemption request
3. HWS Request to City of Abilene
4. Hamby WSC water contract Nov 18 2021
5. 3 - Presentation - HmabyWSC Contract Amendment

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE FIRST AMENDMENT TO THE WATER SUPPLY CONTRACT WITH HAMBY WATER SUPPLY CORPORATION.

WHEREAS, the City of Abilene (City) entered into a Water Supply Contract with Hamby Water Supply Corporation (Hamby WSC) on November 18, 2021; and

WHEREAS, the existing agreement limits customer water meter sizes to one and one-half inches (1.5”); and

WHEREAS, Hamby WSC has requested an amendment to allow a larger water meter connection to serve the Elmdale RV Park located outside the city limits of Abilene; and

WHEREAS, the Elmdale RV Park is intended to support regional economic activity and requires increased water flow to operate safely and effectively; and

WHEREAS, the proposed amendment allows a single water meter connection of up to three inches (3”) in diameter exclusively for service to the Elmdale RV Park while maintaining existing limitations for all other customers; and

WHEREAS, the City Council finds that approval of this amendment is in the best interest of the citizens of Abilene;

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

That the City Manager is authorized to execute the First Amendment to the Water Supply Contract with Hamby Water Supply Corporation.

ADOPTED this 26th day of March, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

FIRST AMENDMENT TO WATER SUPPLY CONTRACT
BETWEEN THE CITY OF ABILENE, TEXAS
AND
THE HAMBY WATER SUPPLY CORPORATION

This First Amendment to Water Supply Contract (the "**Agreement**") is made and entered into by and between the CITY OF ABILENE, TEXAS, a municipal corporation organized and operating under the laws of the State of Texas ("**Abilene**") and the HAMBY WATER SUPPLY CORPORATION, a water supply corporation organized and operating under the laws of the State of Texas ("**Purchaser**"). Abilene and Purchaser are sometimes referred to as a **"Party"** or collectively referred to as the "**Parties**" herein.

RECITALS

WHEREAS, on November 18, 2021, the Parties entered into a Water Supply Contract whereby Abilene would sell and provide potable water to the Purchaser for rural residential and rural agricultural uses and those purposes incidental to rural residential and rural agricultural uses; and

WHEREAS, pursuant to this purpose, Purchaser agreed not to furnish any customer a water connection exceeding a meter size of one and one-half inches (1 ½") in diameter; and

WHEREAS, Purchaser has agreed to provide water service to Elmdale RV Park located at 938 Elmdale Road North, Abilene, Texas ("**Elmdale RV Park**"), which is located outside the city limits of the city of Abilene; and

WHEREAS, Purchaser is to provide water service to Elmdale RV Park in support of the economic activity that is being generated by the construction of the large-scale data center projects in our area, and the Elmdale RV Park will service up to 2300 RV spaces to be used by those constructing these data center facilities; and

WHEREAS, Purchaser has stated that this water service will need much better flows to allow for proper and safe operations, both for RV Park and Purchaser's entire system, that cannot be provided under the current Agreement between the Parties; and

WHEREAS, Purchaser has requested an amendment to the Agreement to allow Purchaser to furnish Elmdale RV Park with a water connection with a meter size of three inches (3") in diameter; and

WHEREAS, Abilene believes that agreeing to amend the Agreement to allow Purchaser to provide Elmdale RV Park a three-inch water meter is one solution to help alleviate the housing crunch currently effecting the housing market in the city of Abilene, and that agreeing to the amendment is in the best interest of the citizens of the city of Abilene; and

WHEREAS, this amendment to the Agreement will be limited to allowing Purchase to provide a three-inch water meter to Elmdale RV Park only, and will amend the purpose of the

Agreement nor amend the otherwise one and one-half inch water meter restriction for Purchaser; and

NOW THEREFORE, this First Amendment amends the Agreement as follows:

1. Purchaser may provide Elmdale RV Park with a water meter connection of up to three inches (3") in diameter.
2. Purchaser may not provide any other customer with a water meter connection in excess of one and one-half inches (1 ½") in diameter.
3. If and when Elmdale RV Park ceases to operate as an RV Park, Purchase shall no longer have authority to provide a three-inch water meter connection to the location currently operated by Elmdale RV Park.
4. Purchaser shall provide Abilene with a copy of its water supply agreement with Elmdale RV Park, and any future amendments thereto.
5. Purchaser shall promptly provide Abilene with notice of any default or breach of water supply contract between Purchaser and Elmdale RV Park, and notification of any resolution to the default or breach of contract.
6. Purchaser shall comply with all other provisions of the Agreement as they apply to the water supply contract between the parties.

No other provisions of the Water Supply Contract between Abilene and the Purchaser are amended herein.

The Effective Date of this Agreement is the date it is last signed by a Party.

IN WITNESS THEREOF, the Parties hereto, acting under the authority of the respective governing bodies, have caused this First Amendment to Agreement to be duly executed in multiple counterparts, each of which shall constitute an original.

CITY OF ABILENE, TEXAS
A Municipal Corporation

_____
Name: Emily Crawford
Title: City Manager

Date: _____

ATTEST:

_____
City Secretary

HAMBY WATER SUPPLY CORPORATION
A Water Supply Corporation

Steve Clemmons
Name:
Title: Board President

Date: March 10, 2026

ATTEST:

Ronnie Hunsaker
Board Secretary

HAMBY WATER SUPPLY CORPORATION
4043 State Hwy 351
Abilene, TX 79601
(325) 548-2900

Feb. 26, 2026

City of Abilene
555 Walnut Street
Abilene, TX 79601

Attn: Water Utilities Administration
Mr. Matthew Dane

Via Email: matthew.dane@abilenetx.gov

RE: Exception to contract terms with the City of Abilene related to the Elmdale RV Park

Mr. Dane,

As a Texas Rural Water Supplier, the Hamby Water Supply Corporation is committed to providing safe, high quality water services to our community, while maintaining a standard of excellence in customer service and environmental conservation. With this mission in mind, we have agreed to provide water service to Elmdale RV Park located at 938 Elmdale Road North, Abilene, Texas, 79601.

The service to this location is in support of the economic activity that is being generated by the construction of the large-scale data center projects in our area, of which the City of Abilene has supported other similar activities. At this location, Elmdale RV Park will serve up to 2300 RV spaces to be used by those constructing these facilities in and around our area.

This service clearly will need much better flows to allow for proper and safe operations, both for RV Park and our entire system, than can't be provided under our current contractual agreements between Hamby Water Supply and the City of Abilene. The developer of the Elmdale RV Park, Elmdale Development, LLC, has requested that they be allowed to have water service through a 3" water meter with its own back flow preventer as opposed to the limit of one such meter, per our understanding of the agreement in place between our systems.

Upon your review and acceptance of this specific exception to our agreement for the 3” meter to serve the Elmdale RV Park we would request confirmation in writing that there would be no objection and with our installation of such meter that in fact the City of Abilene would not issue any notice of violation to our agreement, as it relates to this specific request.

Sincerely,

Dustin Ledbetter

Dustin Ledbetter
General Manager
On behalf of the Board of
Hamby Water Supply Corporation

THE STATE OF TEXAS

COUNTY OF TAYLOR

WATER SUPPLY CONTRACT

This contract ("Contract") is made this 18th day of November, 2021, by and between the City of Abilene, Texas, a Municipal Corporation of Taylor and Jones Counties, Texas, (hereinafter referred to as "Abilene" or "City"), acting by and through its City Manager, who has been duly authorized to act by the City Council of Abilene, and the Hamby Water Supply Corporation (hereinafter referred to as "Purchaser") a Water Supply Corporation organized under Article 1434a, Texas Revised Civil Statutes, as supplemented by the Texas Non-Profit Corporation Act, Article 1396-1.01 et seq., Texas Revised Civil statutes, as amended.

WITNESSETH:

That for and in consideration of the covenants, promises and agreements set forth herein, it is mutually agreed as follows:

I. GENERAL PROVISIONS

A. Purpose

The purpose of this Contract is for Abilene to sell and provide potable water to the Purchaser for rural residential and rural agricultural uses and those purposes incidental to rural residential and rural agricultural uses under the provisions of this Contract. This Contract is not intended to encourage or permit in the Corporation's area, new or additional large commercial or industrial development, or subdivision development outside the corporate limits of the City. Therefore, the Corporation agrees not to furnish any customer a water connection exceeding a meter size of one and one-half inches (1½") in diameter. This agreement does not authorize sale

of water by the City to the Corporation at terms more favorable than those normally granted to regular customers within the City's corporate limits.

The Corporation agrees to comply with all applicable provisions of Chapter 212 of the Texas Local Government Code, as amended. In particular, the Corporation agrees that it may not serve or connect any land within the City's jurisdiction (including its extraterritorial jurisdiction) with water or other utility service unless: (1) the Corporation has been presented with or otherwise holds a certificate issued by the City stating that any plat required under Section 212.004 of the Texas Local Government Code or otherwise required by the City has been reviewed and approved by the City; or (2) the City determines, in accordance with Section 212.012 of the Texas Local Government Code, that no such certificate is required. The Corporation further agrees to discontinue service to any such land not in compliance with all applicable provisions of Chapter 212 of the Texas Local Government Code.

Abilene shall act by and through its City Manager unless otherwise stated in this Contract. Purchaser shall act by and through its Board President, or his duly authorized representative, unless otherwise stated in this Contract.

B. Modification

This Contract may be changed or modified only with the consent of the City Council of Abilene and the Board of Directors of Purchaser. The prior review and written approval of the United States Department of Agriculture Rural Utilities Service (RUS) is required before adoption of any amendment or modification of the Contract by the City and Purchaser. The Purchaser will implement the project(s) pursuant to RUS-approved funding, which includes various requirements under federal law. Any modification shall be in writing. Such modification may be requested by either party, in which event a joint meeting of such parties shall be held

within ninety (90) days after the giving of such notice, at which joint meeting the requested changes or modifications shall be considered and discussed. No such change or modification may be made which will affect adversely the prompt payment, when due, of all monies required to be paid by Purchaser to Abilene under the terms of this Contract.

C. Assignment

Purchaser shall not assign nor transfer in whole or in part the rights and obligations granted in this Contract without first obtaining the written consent of Abilene, except that Purchaser may pledge this Contract as part of the security for any loan.

Upon default by Purchaser, it is agreed by the parties that upon Abilene's written consent, RUS may assign this Contract to a successor in interest if the assignee agrees to comply with all provisions of the Contract.

This Contract shall be fully assignable by Abilene to the United States Department of Agriculture - Rural Utilities Service ("RUS"), with such assignment not requiring the written consent of Purchaser.

D. Duration, Termination

This Contract shall be effective for a period of forty (40) years, beginning on the effective date, the date set forth above as the date of the last signature to this Contract, and may be amended by mutual written agreement by the parties, as may be necessary for Purchaser to repay a RUS loan to be made to Purchaser by the United States of America acting by and through the Administrator of the Rural Utilities Service. Abilene agrees that it will continue to make water available, subject to availability, when requested by the Purchaser. Upon mutual agreement of the parties, this Contract may be renewed for additional terms.

a) Upon the breach by Abilene of any of the provisions of this Contract, Purchaser may terminate this Contract by giving written notice within thirty (30) days of such breach to Abilene by registered or certified mail to the address shown on the signature page. For purposes of this Contract, references to "breach" and "violation" shall be deemed to carry the same meaning and are used interchangeably.

The notice shall explain in detail the provision(s) of the Contract that is breached and the circumstances giving rise to the breach.

Abilene shall have ninety (90) days upon receipt of written notice to correct the alleged violation of the Contract.

b) Upon the breach by Purchaser of any of the provisions of this Contract, Abilene may terminate this Contract after providing written notice of the breach to RUS and the Purchaser. For purposes of this Contract, references to "breach" and "violation" shall be deemed to carry the same meaning and are used interchangeably. While indebtedness exists, at any time after Abilene provides written notice to Purchaser and RUS, RUS reserves the right to assume all rights and obligations of Purchaser. Abilene's written notice of breach shall be sufficient if sent to both Purchaser and RUS. It is agreed that Purchaser shall have ninety (90) days to correct any and all violations of the Contract after receipt of Abilene's initial written notice of violation under this paragraph. If RUS assumes all rights and obligations of Purchaser, RUS shall have one hundred and twenty (120) days to correct any and all violations of the Contract after receipt of Abilene's initial written notice of violation under this paragraph.. Such notice shall be provided by registered or certified mail to the address shown on the signature page.

The notice shall explain in detail the provision(s) of the contract that is breached and the circumstances giving rise to the breach. It is specifically provided that a failure to pay

Abilene for water supplied under this Contract according to Abilene's billing schedule is a breach of this Contract.

Should Purchaser pay the amount of money owed to Abilene after Abilene has given notice, but within the 90-day period to correct the breach, this Contract shall remain in full force and effect. If Purchaser pays only the monthly charges, and not the full amount owed to Abilene, Abilene, by accepting the payments, shall not be considered as having waived any of its rights under this Contract.

E. Notices

All notices required under the terms of this Contract shall be in writing and sent by registered or certified mail to the addresses listed below.

City of Abilene
c/o City Manager
P.O. Box 60
Abilene, Texas 79604

Hamby Water Supply Corporation
c/o Board President
4043 HWY 351
Abilene, Texas 79601

USDA Rural Development, Rural Utilities Service
4400 Buffalo Gap Road, Suite 4150
Abilene, Texas 79606

F. Venue

Venue for any legal proceeding shall be in the City of Abilene, Taylor County, Texas. The laws of Texas as to interpretation and performance govern this Contract.

G. Force Majeure

That in case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, other than the obligation of the

Purchaser to make payment required under the terms hereof, then if such party shall give notice and full particulars of such force majeure in writing to the other party within ten (10) days after occurrence of the event or cause relied on, the obligation of the party filing such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" includes, but is not limited to, acts of God, strikes, or other industrial disturbances, acts of war, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, drought, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, and inability on part of Abilene to deliver water under, or of Purchaser to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts as acceding to the demands of the opposing party or parties when such course is unfavorable in the judgement of the party having the difficulty.

H. Paragraph Headings

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

I. Pay Delinquent Accounts

Purchaser agrees that no legally enforceable obligations owed by it to Abilene, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

J. Attorney's Fees

If either party brings legal action to enforce the terms of this Contract, and prevails, that party shall be entitled to reasonable attorney's fees.

K. Violation of Contract

If Purchaser does any of the following, it shall be liable and owe to Abilene a fee of $1,000 per violation per month that violation continues, in addition to other remedies available to Abilene under this Contract and applicable law:

1. Fails to comply with communicating and enforcing Abilene's Water Conservation Plan, which is attached as Exhibit A and made a part of this Contract. A violation of Exhibit A by a retail customer of the Purchaser does not put Purchaser in violation of the Contract, nor would such a retail customer's violation of Exhibit A subject Purchaser to the provisions of Part I.D. of this Contract regarding termination procedures.
2. Sells or resells water in violation of this Contract.
3. Purchaser fails to prohibit service to any structure existing in a designated floodplain area after the date of public environmental notification. (September 13, 2001).
4. Purchaser fails to scrutinize any service applications in areas where wetlands exist to verify that potential users have obtained, where

applicable, Section 404 permits from the U.S. Army Corps of Engineers, prior to any modification of an aquatic or wetland area.

L. Conflict

In the event any provision of this Contract shall conflict with a State law, the Texas Constitution, or a Federal law or the U.S. Constitution, the State law or the Texas Constitution or Federal law or U.S. Constitution shall control.

II. FURNISHING WATER

A. Delivery Point

Abilene agrees to sell and to provide water to Purchaser at a point of metering which shall be known as the "Delivery Point(s)". The Delivery Point(s) shall be the Master Meter (s), after the water has passed through the Master Meter(s).

Delivery Point No. 1 - Located in north parkway of HWY 351 at Abilene City Limit.

Delivery Point No. 2 - Located on Elmdale Road approximately 0.4 miles north of Interstate Highway 20.

Additional "Delivery Points" may be designated as negotiated between Abilene and Purchaser. Each Delivery Point is a connection to Abilene's water distribution system. A new Delivery Point can only be considered if Purchaser presents a written request to Abilene to add a new Delivery Point. Such request must be approved in writing by Abilene before the Delivery Point is constructed. The Connection Charge for a new Delivery Point is the product of the Connection Charge Rate times the Maximum Delivery Rate in gallons per minute (gpm) designated for the new delivery point plus the cost of necessary infrastructure upgrades to the City's system to accommodate the delivery rate [Calculation: Delivery Point Connection Charge

= (Connection Charge Rate times the Maximum Delivery Rate (gpm)) + cost of infrastructure improvements]. The Connection Charge is a one-time charge applicable to each new Delivery Point added and to each increase made to an existing Delivery Point Maximum Delivery Rate. The Purchaser is responsible for the cost of infrastructure improvements including engineering design services, acquisition of land, equipment, and materials, and constructing the new Delivery Point, including all required improvements to the City's distribution system necessary for supplying the new Delivery Point. All infrastructure improvements provided by the purchaser and located prior to the point of delivery including the meter and related appurtenances shall be conveyed to the City upon final completion and acceptance by the City Engineer. The Connection Charge Rate, consistent with this paragraph, may be raised or lowered annually using a maximum escalation rate value of not greater than 25% annually. [Calculation: New Connection Charge Rate <= (1.25 times Connection Charge Rate prior to time of change)].

Purchaser agrees to purchase and to take delivery of said water at the delivery point(s) for Purchaser's own use. Except as to customers of Purchaser that may exist at the time of the signing of the Contract (which are provided hereto as **Exhibit A**), Purchaser shall not install customer service taps located within Abilene's protected service area or resell the water provided under this Contract.

Abilene shall be obligated to treat and to filter the water to be delivered to and received by Purchaser so that the water is the same quality as that supplied to the customers of Abilene.

Purchaser shall protect its storage and distribution system from cross connections under the specifications required by the health standards, statutes, and laws, of the State of Texas, as same may be amended from time to time.

B. Quantity and Demand

Purchaser represents that its contracted quantity of water available to the Hamby WSC will be 100,375,000 gallons per Water Year which shall be known as the "Base Contract Amount", which Hamby WSC deems adequate to meet its needs. Abilene will not provide water to the Hamby WSC in excess of the Base Contract Amount during any Water Year. The Base Contract Amount can only be increased if Purchaser presents a written request to Abilene to increase the Base Contract Amount. Such a request must be presented prior to the Water Year where the increased Base Contract Amount is required. Such request must be approved by the Abilene City Council before the increased Base Contract Amount will be provided.

The "Maximum Daily Amount" being the sum total of all Delivery Points is 630,000 gallons per day (gpd). The "Maximum Delivery Rate" in gallons per minute (gpm) of water that Abilene's system is capable of delivering to Purchaser for each Delivery Point is as follows:

Delivery Point No. 1 – 430 gpm

Delivery Point No. 2 – 430 gpm

Abilene will not deliver water to Purchaser at a rate exceeding the "Maximum Daily Amount" and/or the "Maximum Delivery Rate". The Maximum Daily Amount and/or the Maximum Delivery Rate can only be increased if Purchaser presents a written request to Abilene to increase the Maximum Daily Amount and/or the Maximum Delivery Rate. Such a request must be presented prior to the Water Year where the increased Maximum Daily Amount and/or the Maximum Delivery Rate is required. Such request must be approved in writing by Abilene before the increased Maximum Daily Amount and/or the Maximum Delivery Rate will be provided. Should Abilene approve of an increase in the Maximum Daily Amount and/or Maximum Delivery Rate for an existing delivery point, a one-time "Connection Charge" shall be paid by Purchaser in order to reserve additional capacity in Abilene's system. The Connection

Charge for increasing the Maximum Delivery Rate to an existing Delivery Point is the product of the Connection Charge Rate times the amount of the increase in gallons per minute designated to the existing delivery point plus the cost of necessary infrastructure upgrades to the City's system to accommodate the additional delivery rate [Calculation: Existing Delivery Point Connection Charge = (Connection Charge Rate times the Increase to the Maximum Delivery Rate (gpm)) + cost of infrastructure improvements]. The Connection Charge is a one-time charge applicable to each new Delivery Point added and to each increase made to an existing Delivery Point Maximum Delivery Rate. The Purchaser is responsible for the cost of infrastructure improvements including engineering design services, acquisition of land, equipment, and materials, and constructing any needed upgrades to the Delivery Point, including all required improvements to the City's distribution system necessary for supplying the increased flow to the new Delivery Point. All infrastructure improvements provided by the Purchaser and located prior to the point of delivery including the meter and related appurtenances shall be conveyed to the City upon final completion and acceptance by the City Engineer

Purchaser agrees that Abilene's capability to provide increases of water in quantity above the Base Contract Amount is subject to available supply and deliverability, as determined by Abilene. The availability of supply and deliverability does not obligate Abilene to increase water quantity available to Purchaser above the Base Contract Amount.

"Demand" means the quantity of water used by Purchaser within a water year.

"Water Year" means the year beginning January 1 and ending December 31.

"Base Contract Amount" will be 100,375,000 gallons per water year.

"Demand Charge" represents the cost of reserving the water for the Purchaser.

Abilene will use its best efforts to remain in a position to furnish water sufficient for the reasonable demands of Purchaser but Abilene's obligation under this Contract shall be dependent on the amount of water available to Abilene from its own source of supply. In case of shortages of Abilene's water supply, Abilene and all of Abilene's customers/users will proportionately share shortages, in accordance with the provisions of Texas Water Code Section 11.039.

If unavoidable localized distribution problems arise, such as failure of City's critical infrastructure affecting the quantity of delivery to the Purchaser, Abilene reserves the right to further limit Purchaser's quantity of water to be taken on an hourly, daily, and/or monthly basis as Abilene determines necessary to preserve adequate water for both parties while the City works to address the localized distribution problems. In such a situation the City will not proportionately reduce the long-term availability of water delivered to its customers.

If Stage I, II, or III of the City's Water Conservation Plan becomes in effect which may result in the Purchaser using less water, then the annual demand charge amount will be reduced 1/12 for each month a Water Conservation stage is in effect during the water year.

If there is a change in the City's Water Conservation Plan, written notice of such change shall be mailed to the Purchaser.

C. Water Conservation Plan

Abilene has adopted a Water Conservation Plan that provides for year round Water Conservation measures. The Purchaser hereby agrees to comply with all provisions of Abilene's Water Conservation Plan that is in effect or hereafter adopted. See attached Exhibit A. If there is a change in Abilene's Water Conservation Plan, written notice of such change shall be mailed to the Purchaser. A change in Abilene's Water Conservation Plan cannot impose an additional

cost to the Purchaser, as Purchaser water costs are addressed separately and exclusively by the Rate provisions in Part II.D. of this Contract.

D. Rates

Purchaser agrees to purchase water based on the Contract Rate, as described in this section, which shall be the effective rate at the date of execution of this Contract. For purposes of this Contract, references to "Contract Rate" and "Wholesale Water Rate" shall be deemed to carry the same meaning and are used interchangeably. Purchaser agrees that the Abilene City Council has the right to revise the Contract Rate from time to time to cover all reasonable, actual, and expected costs, including the costs of future water supplies. It is specifically understood and agreed that, in increasing or decreasing the Contract Rate, Abilene shall act in good faith, and any such increase or decrease in such standard rate shall be based upon valid economic reasons including the costs of Abilene supplying such water. The most current City of Abilene Fee Ordinance, as adopted by the Abilene City Council, describes the Wholesale Water rate applicable to all Wholesale Water rate purchasers, including to Purchaser under this Contract. When revising the Contract Rate, consistent with this paragraph, the Wholesale Water rate may not exceed three (3.0) times the then-existing Tier 1 Residential Rate. [Calculation: Wholesale Water Rate <= (3.0 times Residential Tier 1 Rate)]. Abilene shall give sixty (60) days advance written notice of any Wholesale Water rate change to Purchaser and RUS.

Purchaser agrees to pay a total monthly Ivie Surcharge on all water purchased under this agreement. The Ivie Surcharge rate shall be applied to each 1000 gallons purchased during each month. Purchaser agrees that the Abilene City Council has the right to eliminate, rename and/or restructure the Ivie Surcharge, and to revise the Ivie Surcharge rate from time to time to cover all reasonable, actual, and expected costs associated with financing capital improvement projects of

Abilene's Water Utility including but not limited to the original construction, expansion, or improvements to infrastructure of the Ivie System. The Ivie Surcharge, consistent with this paragraph, may be raised or lowered annually for each respective customer class using a maximum escalation rate value of not greater than 25% annually. [Calculation: New Ivie Surcharge <= (1.25 times Ivie Surcharge prior to time of change)].

Purchaser agrees to pay a total annual demand charge for each water year in which the current water year demand is less than base contract amount. The Demand Charge rate shall be applied to the base contract amount less current water year demand. Purchaser agrees that the Abilene City Council has the right to revise the Demand Charge rate from time to time to cover all reasonable, actual, and expected costs associated with reserving system capacity for Purchaser. The Demand Charge, consistent with this paragraph, may be raised or lowered annually for each respective customer class using a maximum escalation rate value of not greater than 25% annually. [Calculation: New Demand Charge <= (1.25 times Demand Charge prior to time of change)].

The following Rate Schedule applies to this Contract:

Wholesale Water Rate*- $6.80 per 1,000 gallons

Demand Charge - $ 0. 10 per 1,000 gallons

Ivie Surcharge - $ 0 .00 per 1,000 gallons

Connection Charge Rate - $500.00 per gallon per minute

*Note: The Contract Rate will be based on the standard established rate for potable water, established by the Abilene City Council, and published in the City of Abilene Water Utility Department Schedule of Rates and Charges for at least the highest consumption tier of the "Commercial Class" water user customers, unless otherwise revised by the Abilene City Council.

E. Payment

Abilene agrees to render to Purchaser a statement of charges monthly. The Contract Rate and the Ivie Surcharge rate shall be applied to the metered quantity delivered during the previous month. Payment is due upon receipt of the statement. Purchaser agrees to pay promptly. The demand charge shall be billed within sixty (60) days after each Water Year. Payment will be in a lump sum which is due thirty (30) days from receipt of the statement.

F. Additional Surface Water Supplies

If Purchaser develops or acquires additional surface water supplies from any source other than Abilene, resulting in reduced quantity from Abilene, then Abilene is released from the obligation to supply the contract amount mutually established under Part II. B. of this Contract. In such event, Abilene may adjust its supply obligation to levels commensurate with Purchaser's reduced demand.

If within the term of this Contract, Purchaser totally or partially discontinues taking water from Abilene because such other water supplies have been developed or acquired, Purchaser shall for three (3) years or the balance of this Contract, whichever is less, remain liable for demand charges at the billing level in effect at the date of written notification of such partial or total cessation of Base Contract Amount. However, Abilene may waive Purchaser's obligation in the event of nominal reductions based on Purchaser's plans if Abilene has received prior notice of the plans and concurred in the reduction.

G. Maintain Facilities and Equipment

Purchaser is responsible to construct, install, and maintain its facilities and appurtenances existing beyond the Delivery Point(s). Ownership and maintenance responsibilities of the Master

Meter(s) and all pipe, materials, equipment and related appurtenances used in connecting the Master Meter(s) to the Abilene Water Supply System shall be the responsibility of Abilene. All other facilities constructed by Purchaser, in order to meet quantity and demand requirements as set forth in paragraph B of this Section, will be owned and maintained by Purchaser. Purchaser must install and maintain an appropriate air gap or back flow prevention device, located before the first chemical injection point and/or the first customer tap, at each delivery point to prevent backflow contamination of the Abilene Water Supply, and shall comply with state law and Abilene ordinances regarding protections of the water distribution system.

Both parties to this Contract shall have access to such meter equipment at all reasonable times. It shall be the duty of either party to this Contract to notify the other party in the event that the meter(s) is registering inaccurately or malfunctioning so the meter(s) can be promptly repaired. Each meter will be operated and maintained so as to record with commercial accuracy. Abilene will notify Purchaser prior to any meter tests. Either party has the right to request a meter be tested with the other party having the right to witness such test. If Purchaser requires that an independent testing service be used, Purchaser shall pay the cost of said testing service if the meter(s) is found to be accurate. If the meter(s) is found to be inaccurate, Abilene shall pay the costs of said testing service.

H. Unit of Measurement

The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U. S. Standard Liquid Measure.

I. Title to water

Title to all water supplied hereunder shall remain in Abilene to the delivery point(s). From such point(s) (whether metered there or not), title shall pass to Purchaser. Ownership by

Purchaser of facilities and water beyond the delivery point does not relieve Purchaser of the conditions contained in this contract.

J. Hold Harmless

To the extent permitted by law, Purchaser agrees to indemnify, hold harmless, and defend Abilene and 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 expense, including court costs, attorneys' fees, and other reasonable costs occasioned in connection with the transportation, delivery and disposal of said water while title to the water remains with Purchaser. If the RUS assumes this Contract as provided in Section I.D.(b), this Section II.J shall not apply to the RUS.

K. Relocation of delivery points

If Purchaser moves or abandons the designated delivery point(s), Purchaser shall pay all costs incurred in relocating the delivery point(s).

III. AGREEMENT

Entire Agreement

This Contract is the entire agreement of the parties, and any prior representations, warranties, agreements, promises, or negotiations, verbal or otherwise, pertaining to this agreement not expressly set forth in this written agreement are for no force and effect. This Contract shall be binding upon and shall insure to the benefit of the respective successors and/or assigns of the City and the Purchaser.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

CITY OF ABILENE, TEXAS

By: _____
CITY MANAGER

ATTEST:

_____
Abilene City Secretary (City Seal)

APPROVED AS TO FORM:

_____
Abilene City Attorney

HAMBY WATER SUPPLY CORORATION

By: _____
BOARD PRESIDENT

_____
Board Secretary

APPROVED AS TO FORM:

_____
Purchaser's Attorney

Approve First Amendment to Water Supply Contract with Hamby WSC

CITY OF ABILENE TEXAS

HambyWSC Contract Amendment

- Original contract executed November 18, 2021
- Provides wholesale water for rural residential/ag use
- Limits meter sizes to 1.5 inches
- Hamby WSC requests approval for a larger connection
- Serve Elmdale RV Park (outside city limits)
- Up to ~2,300 RV spaces
- Supports reduced strain on housing inventory

CITY OF ABILENE TEXAS

HambyWSC Contract Amendment

- Allows one (1) three-inch (3”) meter for RV park
- Keeps 1.5” limit for all other customers
- Requires agreement transparency and notification
- Authorization ends if RV park use ceases

CITY OF ABILENE TEXAS

Approve the First Amendment to the Water Supply Contract with Hamby WSC

QUESTIONS?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
3/26/2026

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

ITEM: **12. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering into Seven Economic Development Agreements with Thornton Customs Homes as Part of the Rebuild Abi Program *(Tim Littlejohn)***

GENERAL INFORMATION
Thornton Custom Homes is looking to build 7 new single family dwelling as part of the Rebuild Abi program located at 918 Clinton, 926 Clinton, 1202 Mesquite, 1210 Mesquite, 1218 Mesquite, 1226 Mesquite, and 801 N. 13th.

FUNDING/FISCAL IMPACT
up to $30,450 each

STAFF AND/OR BOARD RECOMMENDATION
Approval

ATTACHMENTS:
1. Thornton RESOLUTION NO (2)
2. 801_N_13th__Thornton_Custom_Homes_New_Construction_Ch_380_agreement (2) (1)
3. 1202_Mesquite__Thornton_Custom_Homes_New_Construction_Ch_380_agreement (2) (1)
4. 1226_Mesquite__Thornton_Custom_Homes_New_Construction_Ch_380_agreement (1)
5. 918_Clinton__Thornton_Custom_Homes_New_Construction_Ch_380_agreement (2) copy
6. 1210_Mesquite__Thornton_Custom_Homes_New_Construction_Ch_380_agreement (2) (1)
7. 926_Clinton__Thornton_Custom_Homes_New_Construction_Ch_380_agreement (2) (1)
8. 1218_Mesquite__Thornton_Custom_Homes_New_Construction_Ch_380_agreement (1)
9. City Council Presentation Thornton Homes (2) (1)

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 3/23/2026

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING CHAPTER 380 AGREEMENTS BETWEEN THE CITY OF ABILENE AND THORNTON HOMES REGARDING 918 CLINTON ST., 926 CLINTON ST., 1202 MESQUITE ST., 1210 MESQUITE ST., 1218 MESQUITE ST., 1226 MESQUITE ST., 801 N. 13TH ST.

WHEREAS, the Economic Development Agreements ("Agreements") are effective as of the 26th day of March, 2026, by and between Thornton Homes, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below; and

WHEREAS, the City of Abilene adopted Resolution 142-2024 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

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

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 918 Clinton St., 926 Clinton St., 1202 Mesquite St., 1210 Mesquite St., 1218 Mesquite St., 1226 Mesquite St., 801 N 13th St., in Abilene, Taylor County, Texas (the "Project Areas"); and

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

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

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

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

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

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

ADOPTED on the 26th day of March, 2026.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

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NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND

Thornton Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the _26th__day of _____March_____, 2026 (“Effective Date"), by and between Thornton Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation (“City”), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 801 N.13th in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023, creating an Economic Deve1opment Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution _192-2023_ and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

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

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

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

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

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I. AUTHORITY

1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.

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

1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

II. DEFINITIONS

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

2.02. **Developer** means Thornton Custom Homes its successors or assigns.

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:

a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.

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b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five (5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of $203,000.00,

c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (5) demolition of existing structures.

4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.0l(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.

5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.

5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.

5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of T wo years following closing.

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5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

7.01 If any party should default upon any terms or obligations with respect to this Agreement **("Defaulting Party"),** the other party **("Complaining Party")** shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received **("Cure Period"),** or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.

7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may. by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

8.01 DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED 'WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE

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

8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.

8.04 Developer shall not assign this Agreement without the express written consent of the City.

8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.

8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.

8:08 This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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

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AGREED:

DEVELOPER

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

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

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

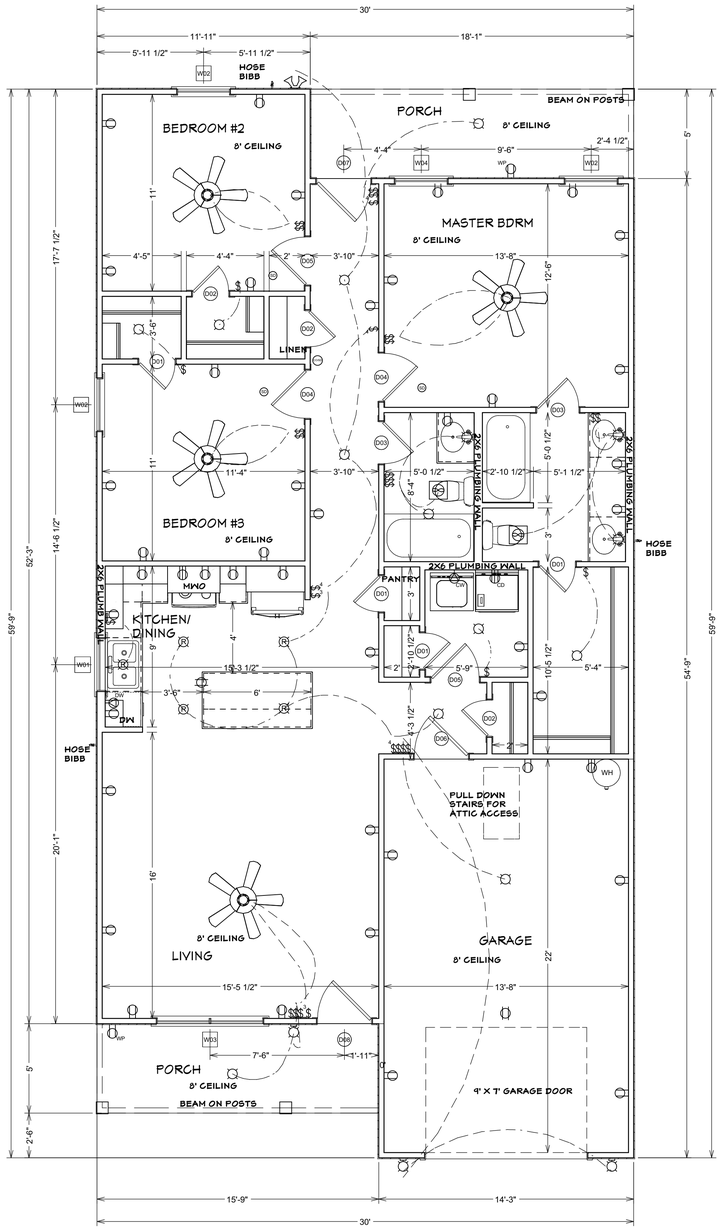
APPROVED AS TO FORM:

City Attorney

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

Exhibit "A" - Public and Private Improvements

Project:
See attachment - building plans



FLOOR PLAN 1/4 in = 1 ft

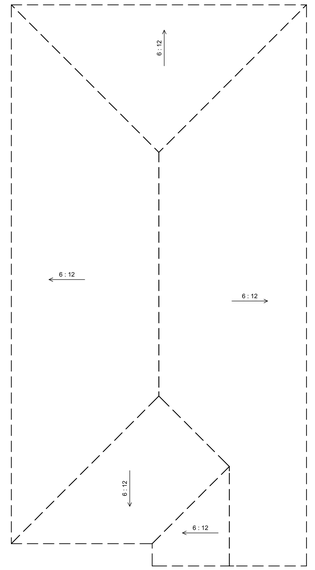
DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 R IN	HINGED	1 3/8"		4
D02	2068 L IN	HINGED	1 3/8"		3
D03	2468 L IN	HINGED	1 3/8"		2
D04	2868 R IN	HINGED	1 3/8"		2
D05	2868 L IN	HINGED	1 3/8"		2
D06	3068 R EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 R EX	HINGED	1 3/4"	GLASS	1
D08	3068 R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

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

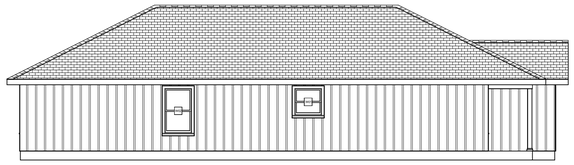
NOTES:

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

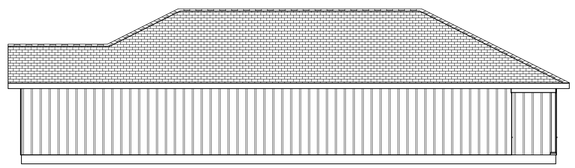
LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753



ROOF PLAN 1/8 in = 1 ft



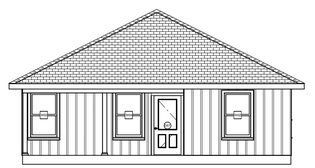
LEFT ELEVATION



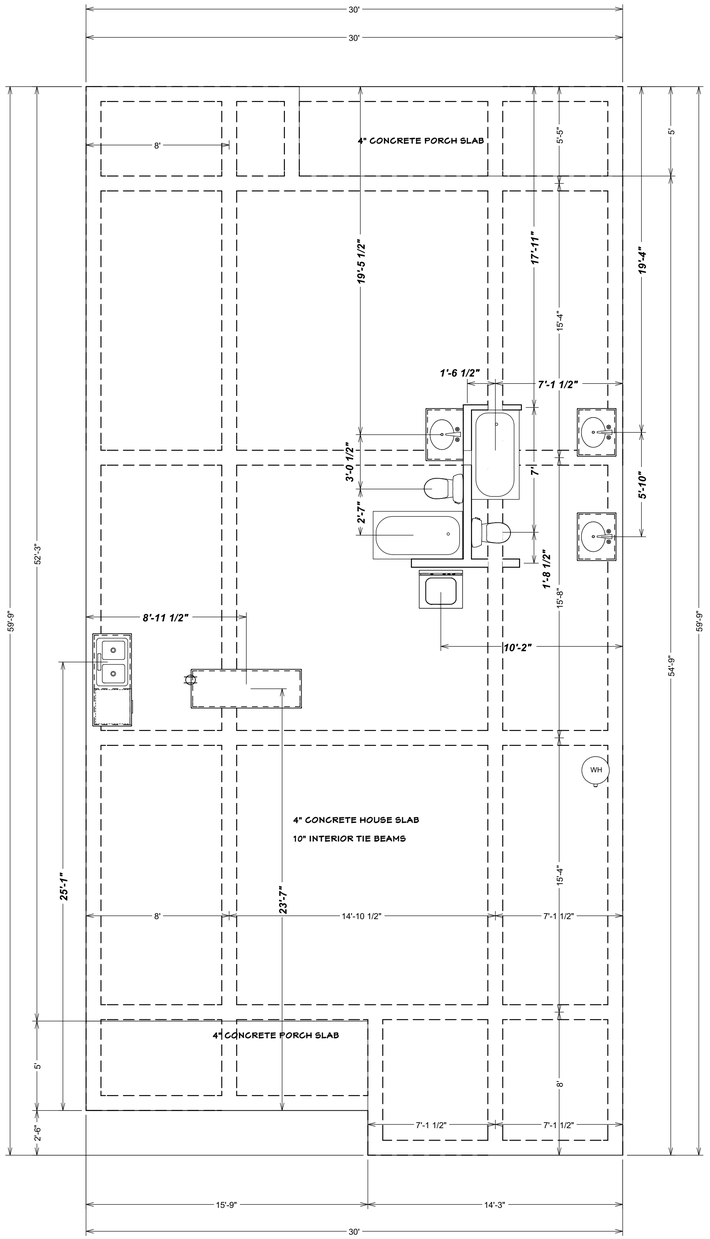
RIGHT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



Foundation

THORNTON CUSTOM HOMES			
Date: FEB 2026	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1	Drawing #: THORNTON-26-1270		

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND

Thornton Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the _26th__day of _____March_____, 2026 (“Effective Date"), by and between Thornton Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation (“City”), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 1202 Mesquite in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023, creating an Economic Deve1opment Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution _192-2023_ and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

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

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

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

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

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

I. AUTHORITY

1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.

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

1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

II. DEFINITIONS

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

2.02. **Developer** means Thornton Custom Homes its successors or assigns.

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:

a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five (5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of $203,000.00,

c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (5) demolition of existing structures.

4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.0l(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.

5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.

5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.

5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of T wo years following closing.

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

7.01 If any party should default upon any terms or obligations with respect to this Agreement **("Defaulting Party"),** the other party **("Complaining Party")** shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received **("Cure Period"),** or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.

7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may. by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

8.01 DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED 'WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

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

8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.

8.04 Developer shall not assign this Agreement without the express written consent of the City.

8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.

8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.

8:08 This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

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SIGNATURE PAGE FOLLOWS.]

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

AGREED:

DEVELOPER

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

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

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

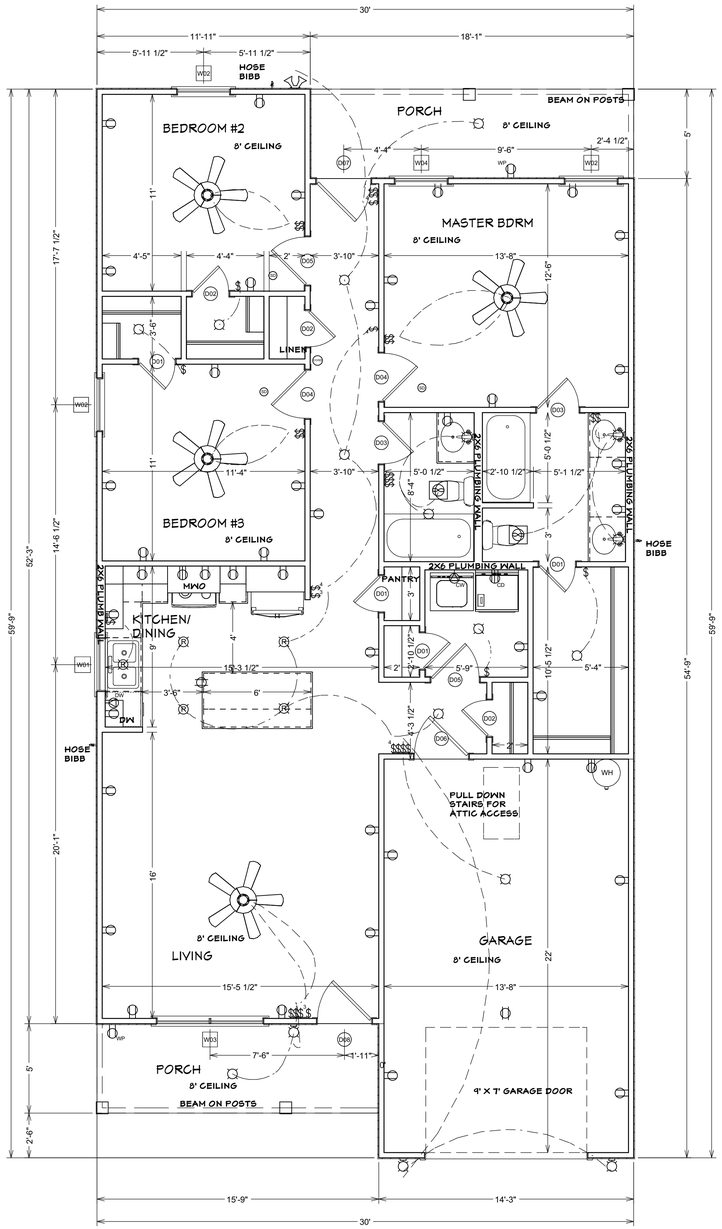
APPROVED AS TO FORM:

City Attorney

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

Exhibit "A" - Public and Private Improvements

Project:
See attachment - building plans



FLOOR PLAN 1/4 in = 1 ft

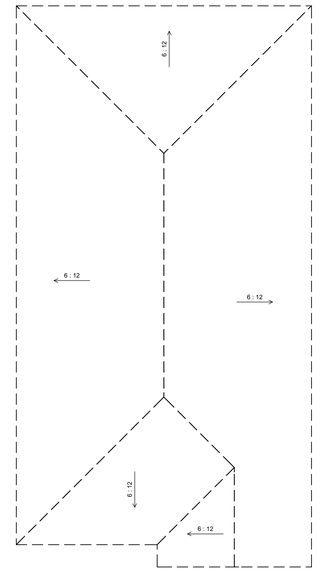
DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 R IN	HINGED	1 3/8"		4
D02	2068 L IN	HINGED	1 3/8"		3
D03	2468 L IN	HINGED	1 3/8"		2
D04	2868 R IN	HINGED	1 3/8"		2
D05	2868 L IN	HINGED	1 3/8"		2
D06	3068 R EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 R EX	HINGED	1 3/4"	GLASS	1
D08	3068 R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

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

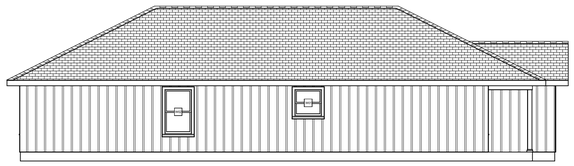
NOTES:

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

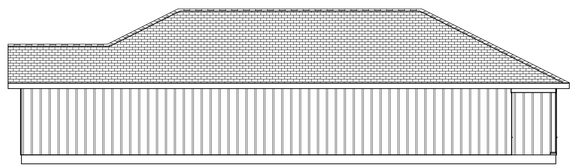
LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753



ROOF PLAN 1/8 in = 1 ft



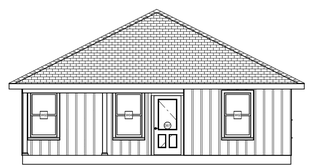
LEFT ELEVATION



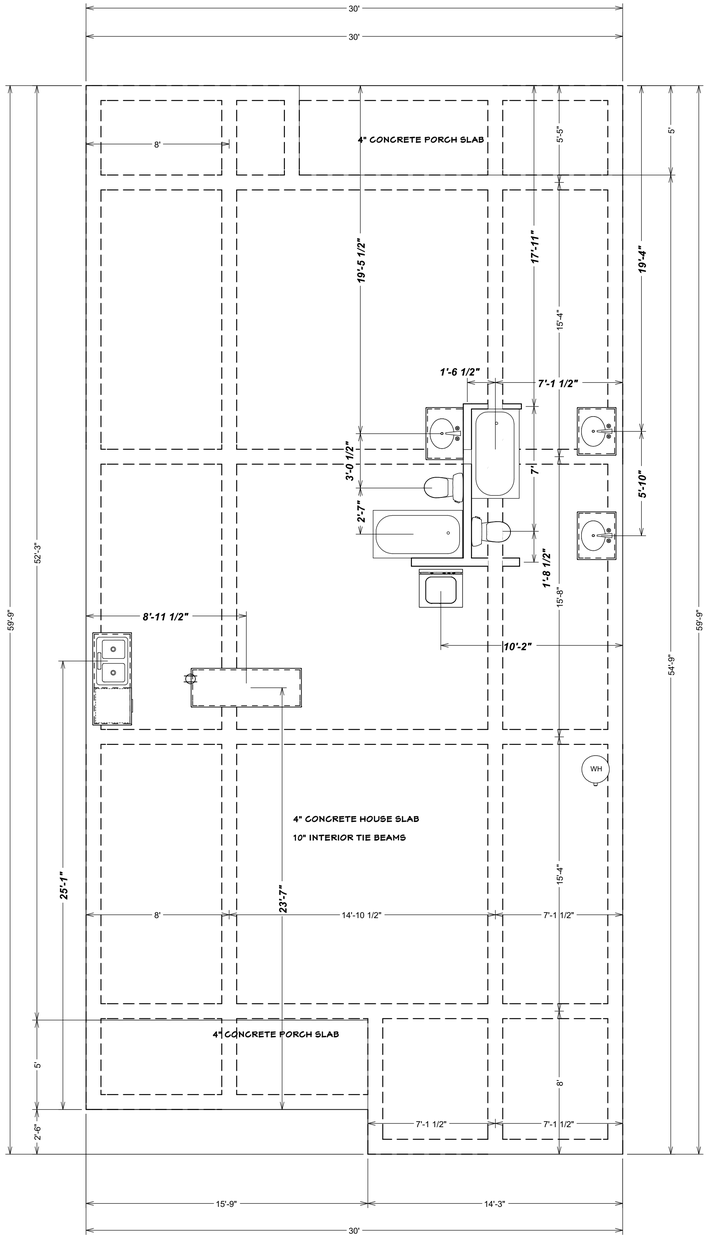
RIGHT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



Foundation

THORNTON CUSTOM HOMES			
Date: FEB 2026	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1	Drawing #: THORNTON-26-1270		

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND

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WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023, creating an Economic Deve1opment Program authorized by Chapter 380 of the Texas Local Government Code; and

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1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.

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

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II. DEFINITIONS

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

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V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

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

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8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.

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SIGNATURE PAGE FOLLOWS.]

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AGREED:

DEVELOPER

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

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

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

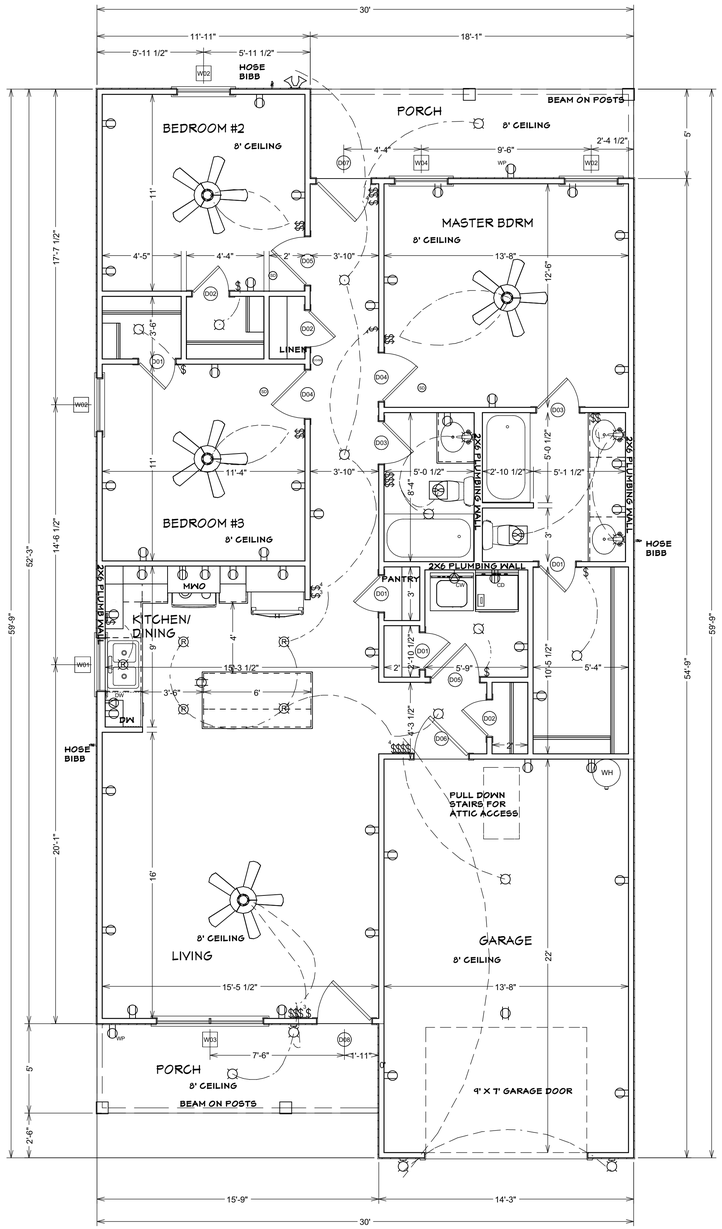
APPROVED AS TO FORM:

City Attorney

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

Exhibit "A" - Public and Private Improvements

Project:
See attachment - building plans



FLOOR PLAN 1/4 in = 1 ft

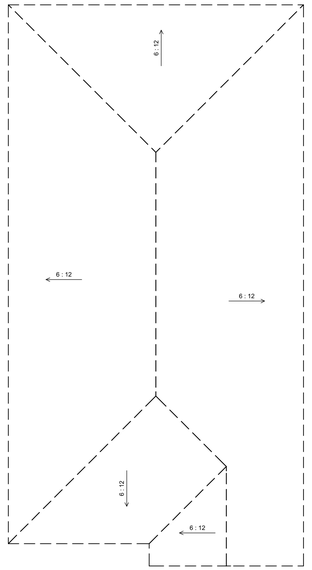
DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 R IN	HINGED	1 3/8"		4
D02	2068 L IN	HINGED	1 3/8"		3
D03	2468 L IN	HINGED	1 3/8"		2
D04	2868 R IN	HINGED	1 3/8"		2
D05	2868 L IN	HINGED	1 3/8"		2
D06	3068 R EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 R EX	HINGED	1 3/4"	GLASS	1
D08	3068 R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

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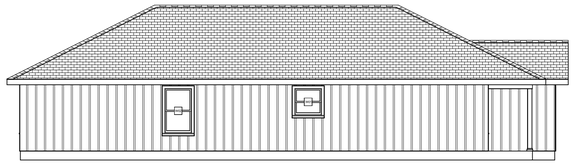
NOTES:

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

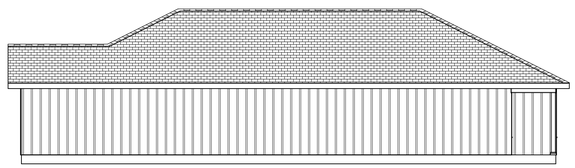
LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753



ROOF PLAN 1/8 in = 1 ft



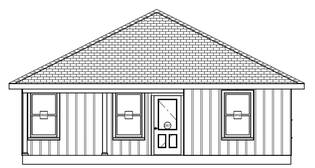
LEFT ELEVATION



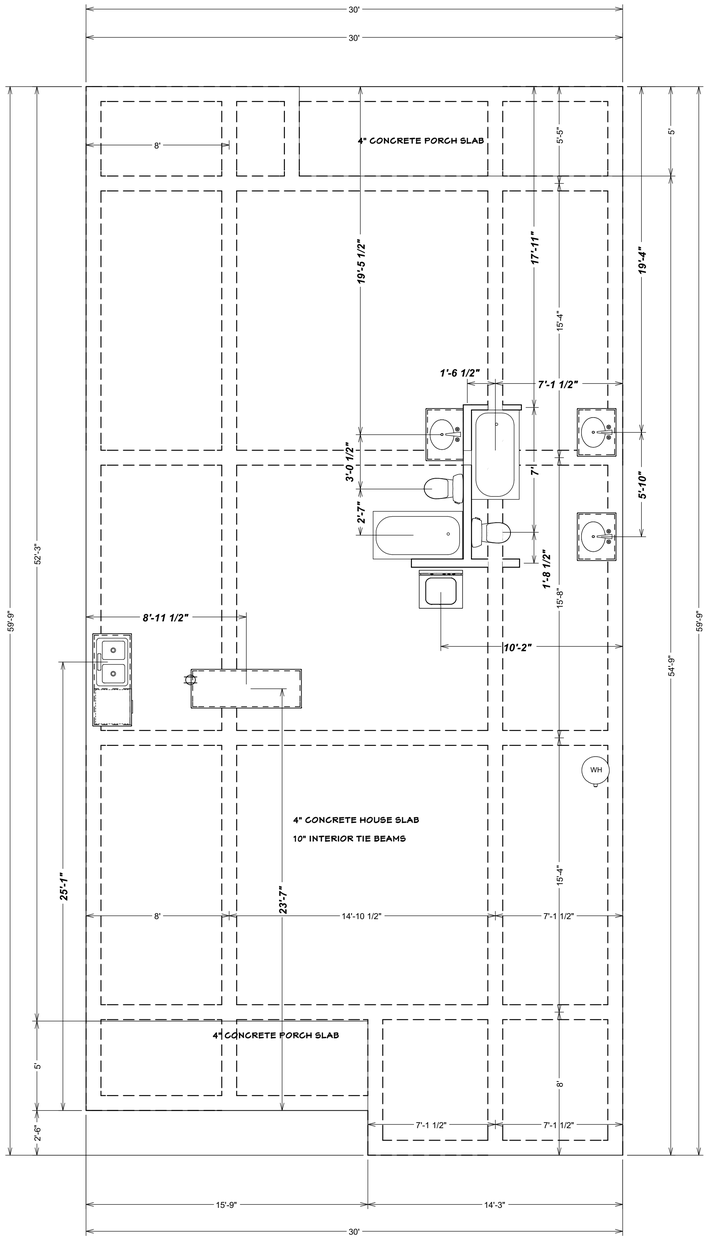
RIGHT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



Foundation

THORNTON CUSTOM HOMES			
Date: FEB 2026	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1	Drawing #: THORNTON-26-1270		

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND

Thornton Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the _26th__day of _____March_____, 2026 (“Effective Date"), by and between Thornton Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation (“City”), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 918 Clinton in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023, creating an Economic Deve1opment Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution _192-2023_ and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

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

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

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

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

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

I. AUTHORITY

1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.

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

1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

II. DEFINITIONS

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

2.02. **Developer** means Thornton Custom Homes its successors or assigns.

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:

a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five (5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of $203,000.00,

c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (5) demolition of existing structures.

4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.0l(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.

5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.

5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.

5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of T wo years following closing.

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

7.01 If any party should default upon any terms or obligations with respect to this Agreement **("Defaulting Party"),** the other party **("Complaining Party")** shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received **("Cure Period"),** or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.

7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may. by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

8.01 DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED 'WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

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

8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.

8.04 Developer shall not assign this Agreement without the express written consent of the City.

8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.

8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.

8:08 This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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SIGNATURE PAGE FOLLOWS.]

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

AGREED:

DEVELOPER

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

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

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

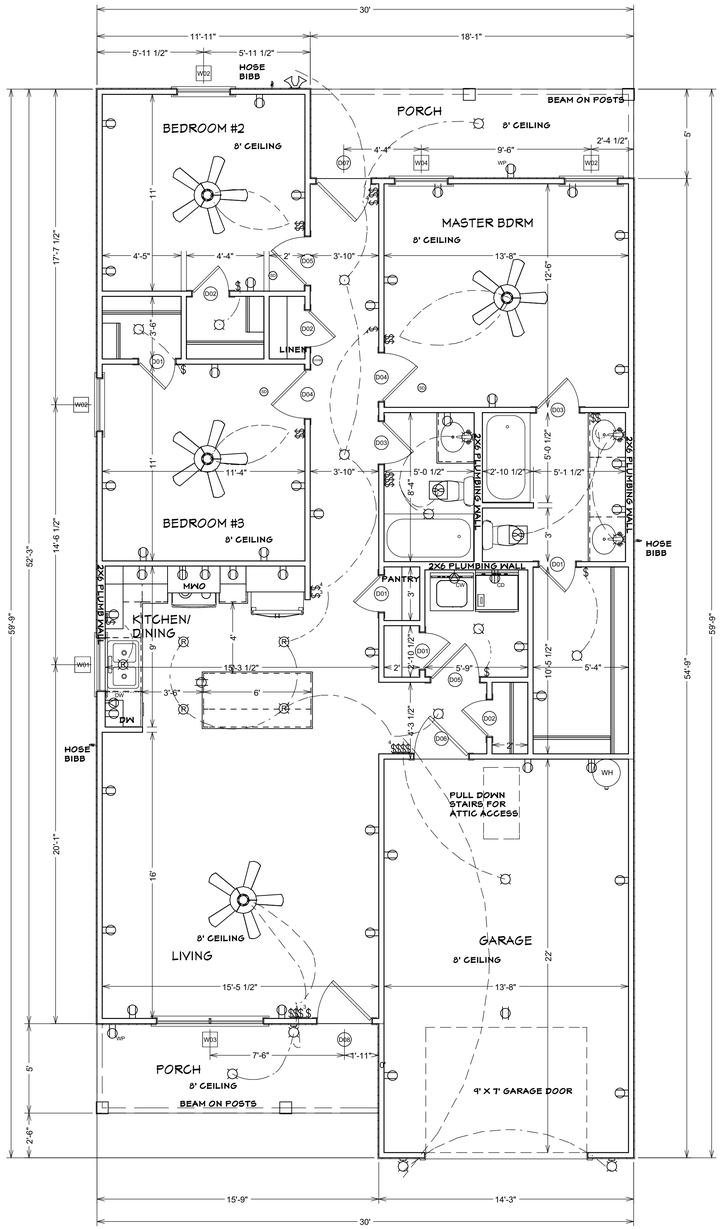
APPROVED AS TO FORM:

City Attorney

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

Exhibit "A" - Public and Private Improvements

Project:
See attachment - building plans



FLOOR PLAN 1/4 in = 1 ft

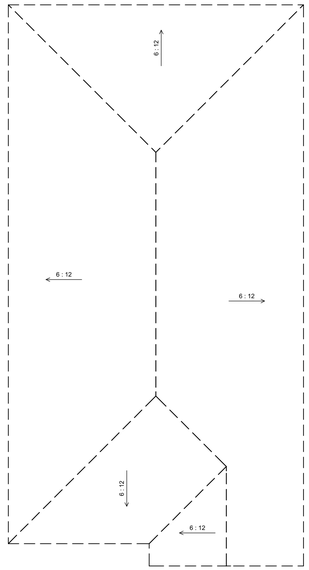
DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 R IN	HINGED	1 3/8"		4
D02	2068 L IN	HINGED	1 3/8"		3
D03	2468 L IN	HINGED	1 3/8"		2
D04	2868 R IN	HINGED	1 3/8"		2
D05	2868 L IN	HINGED	1 3/8"		2
D06	3068 R EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 R EX	HINGED	1 3/4"	GLASS	1
D08	3068 R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

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

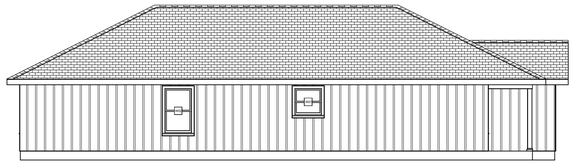
NOTES:

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

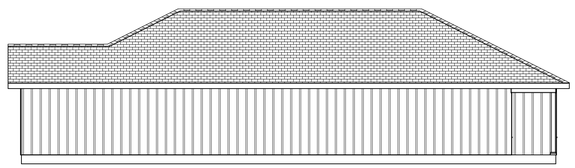
LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753



ROOF PLAN 1/8 in = 1 ft



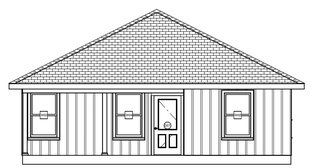
LEFT ELEVATION



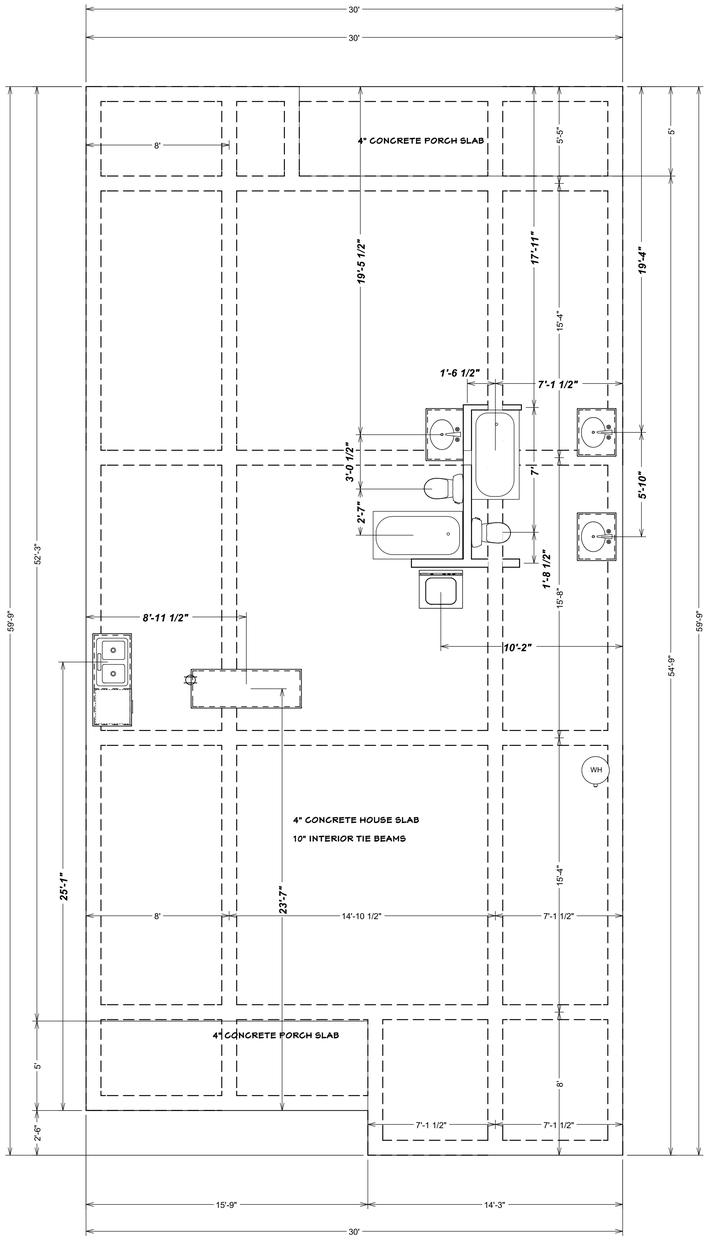
RIGHT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



Foundation

THORNTON CUSTOM HOMES			
Date: FEB 2026	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1	Drawing #: THORNTON-26-1270		

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND

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RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 1210 Mesquite in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023, creating an Economic Deve1opment Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution _192-2023_ and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

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

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

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

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

1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

II. DEFINITIONS

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

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c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (5) demolition of existing structures.

4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.0l(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.

5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.

5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.

5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of T wo years following closing.

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VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

7.01 If any party should default upon any terms or obligations with respect to this Agreement **("Defaulting Party"),** the other party **("Complaining Party")** shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received **("Cure Period"),** or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.

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Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

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

8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.

8.04 Developer shall not assign this Agreement without the express written consent of the City.

8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.

8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.

8:08 This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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SIGNATURE PAGE FOLLOWS.]

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AGREED:

DEVELOPER

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

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

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

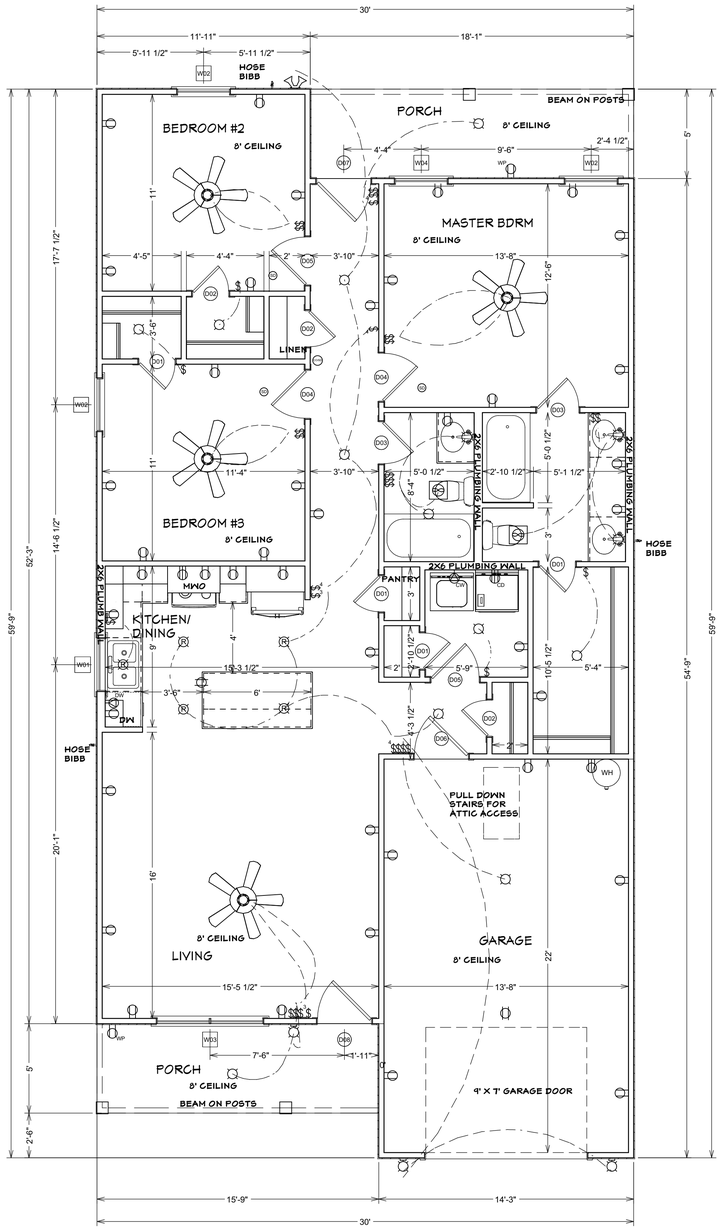
APPROVED AS TO FORM:

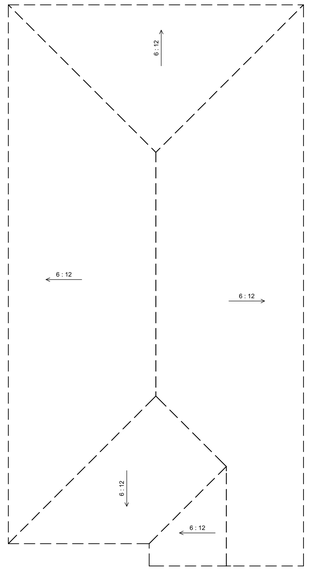
City Attorney

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

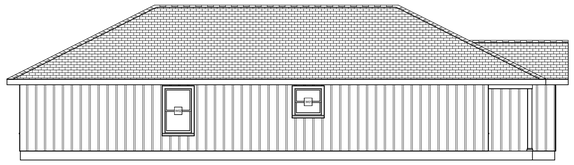
Exhibit "A" - Public and Private Improvements

Project:
See attachment - building plans

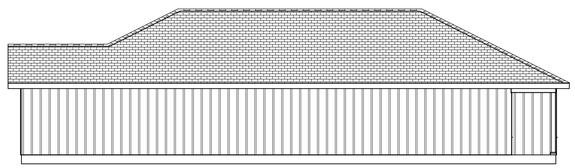




ROOF PLAN 1/8 in = 1 ft



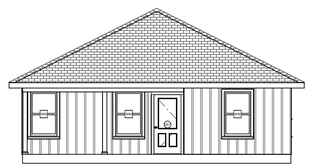
LEFT ELEVATION



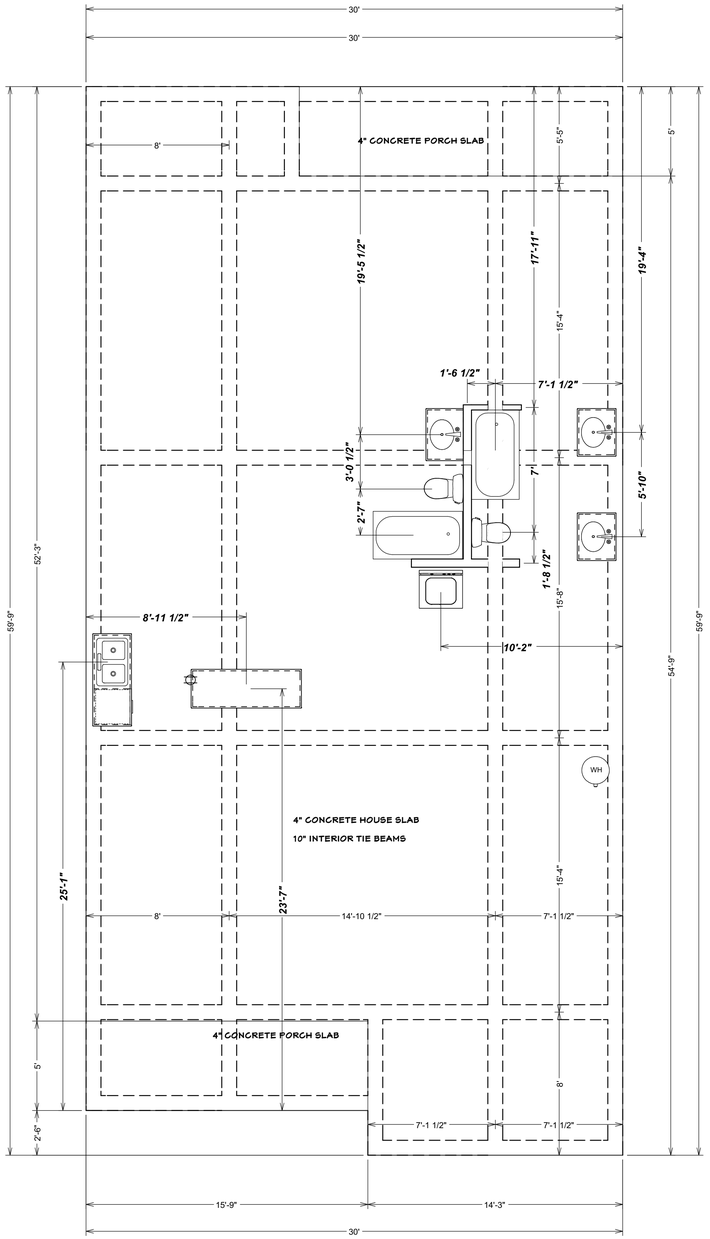
RIGHT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



Foundation

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

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

NOTES:

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

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

FLOOR PLAN 1/4 in = 1 ft

THORNTON CUSTOM HOMES			
Date: FEB 2026	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1	Drawing #: THORNTON-26-1270		

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND

Thornton Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the _26th__day of _____March_____, 2026 (“Effective Date"), by and between Thornton Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation (“City”), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 926 Clinton in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023, creating an Economic Deve1opment Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution _192-2023_ and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

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

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

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

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

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

I. AUTHORITY

1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.

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

1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

II. DEFINITIONS

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

2.02. **Developer** means Thornton Custom Homes its successors or assigns.

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:

a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five (5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of $203,000.00,

c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (5) demolition of existing structures.

4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.0l(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.

5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.

5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.

5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of T wo years following closing.

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

7.01 If any party should default upon any terms or obligations with respect to this Agreement **("Defaulting Party"),** the other party **("Complaining Party")** shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received **("Cure Period"),** or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.

7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may. by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

8.01 DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED 'WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

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

8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.

8.04 Developer shall not assign this Agreement without the express written consent of the City.

8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.

8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.

8:08 This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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SIGNATURE PAGE FOLLOWS.]

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

AGREED:

DEVELOPER

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

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

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

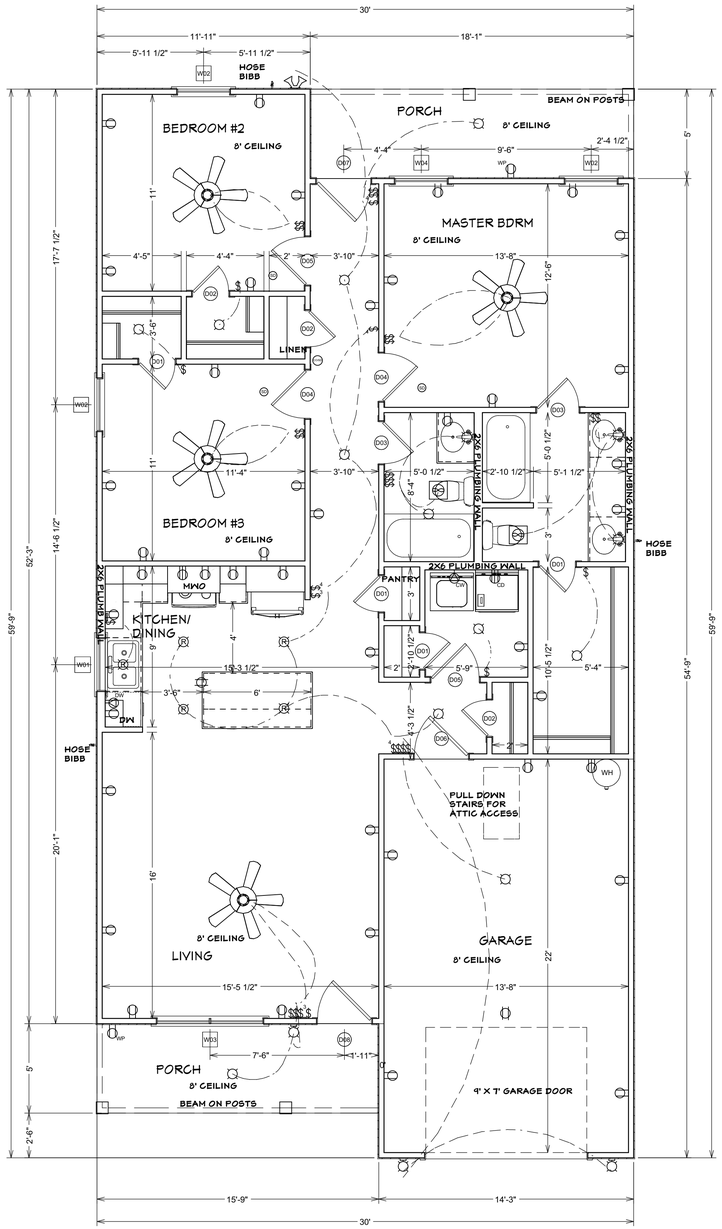
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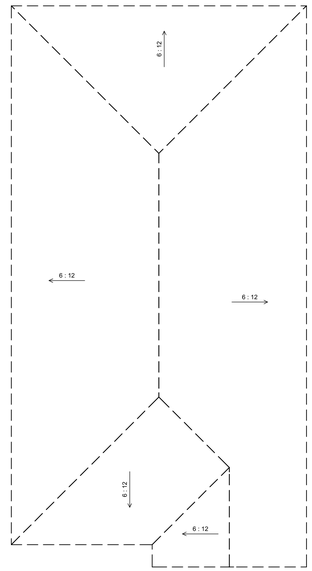
City Attorney

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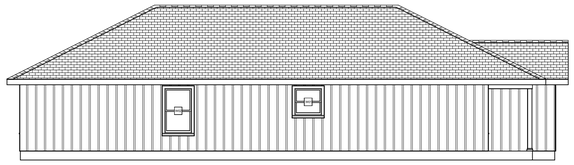
Exhibit "A" - Public and Private Improvements

Project:
See attachment - building plans

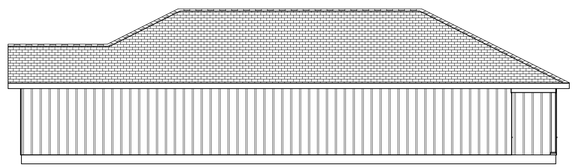




ROOF PLAN 1/8 in = 1 ft



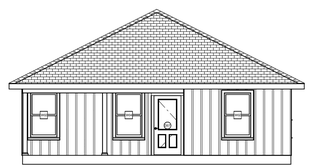
LEFT ELEVATION



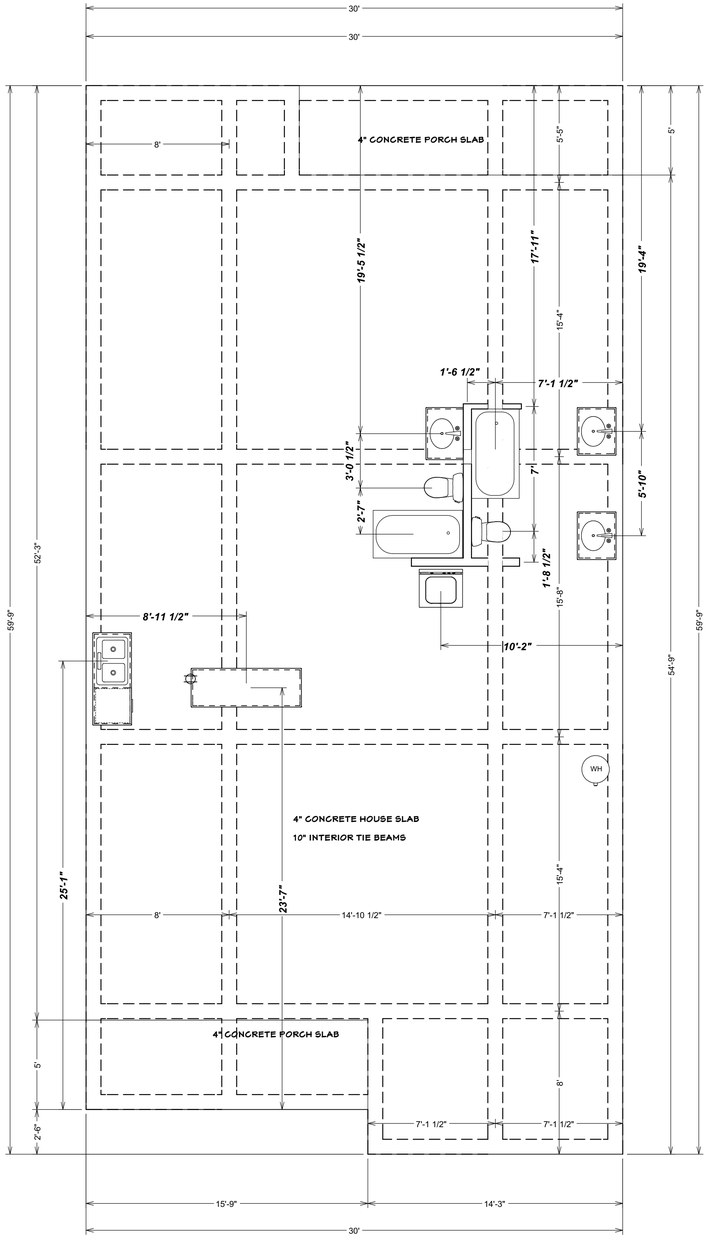
RIGHT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



Foundation

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

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

NOTES:

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

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

FLOOR PLAN 1/4 in = 1 ft

THORNTON CUSTOM HOMES			
Date: FEB 2026	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1	Drawing #: THORNTON-26-1270		

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND

Thornton Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the _26th__day of _____March_____, 2026 (“Effective Date"), by and between Thornton Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation (“City”), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 1218 Mesquite in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023, creating an Economic Deve1opment Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution _192-2023_ and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

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

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

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

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

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I. AUTHORITY

1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.

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

1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

II. DEFINITIONS

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

2.02. **Developer** means Thornton Custom Homes its successors or assigns.

III. TERM

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

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a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.

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b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five (5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of $203,000.00,

c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (5) demolition of existing structures.

4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.0l(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.

5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.

5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.

5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of T wo years following closing.

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VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

7.01 If any party should default upon any terms or obligations with respect to this Agreement **("Defaulting Party"),** the other party **("Complaining Party")** shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received **("Cure Period"),** or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.

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Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

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

8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.

8.04 Developer shall not assign this Agreement without the express written consent of the City.

8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.

8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.

8:08 This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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SIGNATURE PAGE FOLLOWS.]

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AGREED:

DEVELOPER

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

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

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

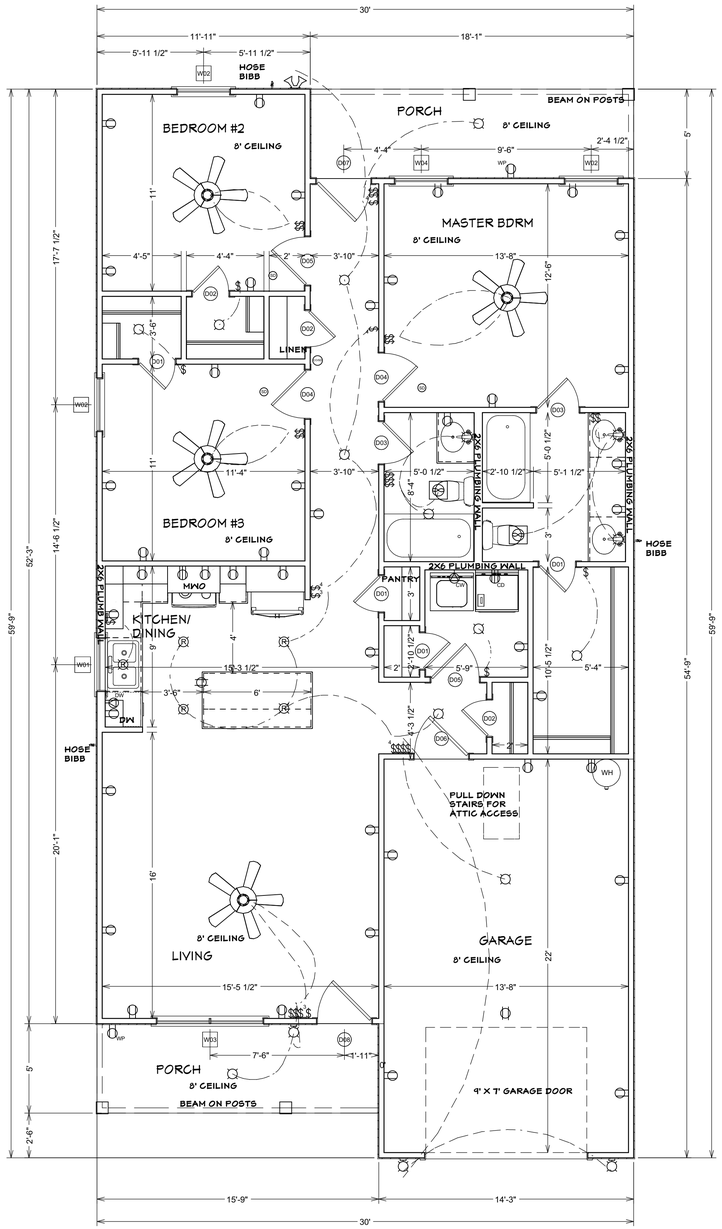
APPROVED AS TO FORM:

City Attorney

Docusign Envelope ID: DB5E8AD0-A0ED-41C9-B6C4-7892B48979B1

Exhibit "A" - Public and Private Improvements

Project:
See attachment - building plans



FLOOR PLAN 1/4 in = 1 ft

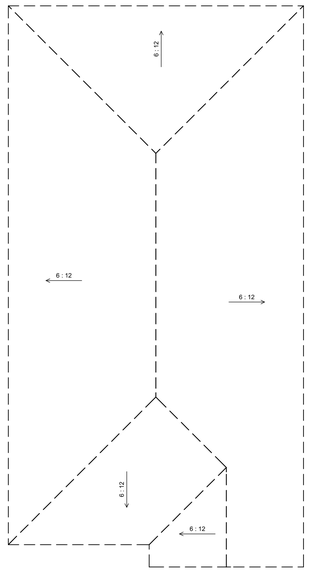
DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 R IN	HINGED	1 3/8"		4
D02	2068 L IN	HINGED	1 3/8"		3
D03	2468 L IN	HINGED	1 3/8"		2
D04	2868 R IN	HINGED	1 3/8"		2
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D06	3068 R EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 R EX	HINGED	1 3/4"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

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

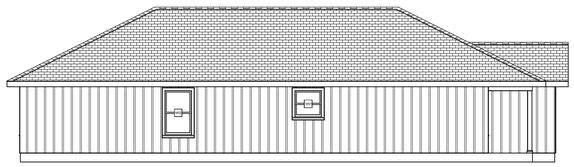
NOTES:

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

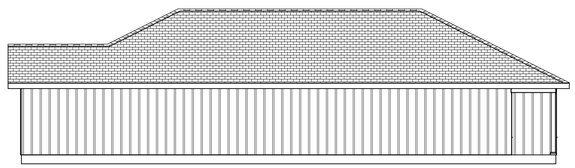
LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753



ROOF PLAN 1/8 in = 1 ft



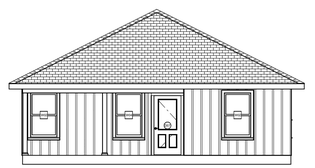
LEFT ELEVATION



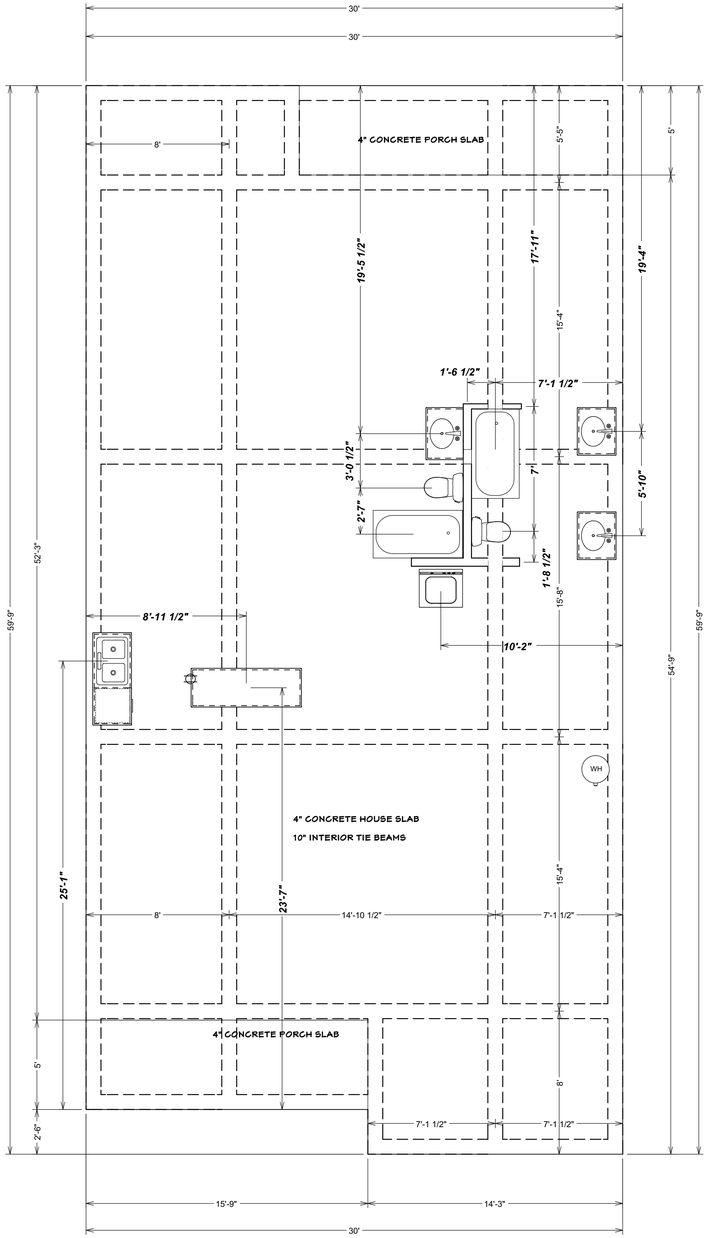
RIGHT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



Foundation

THORNTON CUSTOM HOMES			
Date: FEB 2026	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1	Drawing #: THORNTON-26-1270		

City Council Meeting

Economic Development Agreements

CITY OF ABILENE TEXAS

- Thornton Custom Homes is proposing to build a newly constructed affordable home located at **926 Clinton St.,918 Clinton St., 801 N.13th St., 1202 Mesquite St., 1210 Mesquite St., 1218 Mesquite St., and 1226 Mesquite St.** Homes are approximately 1270 sq.ft.
- 3 bedroom, 2 bathroom,and 1 car garage
- Estimated sales price shall not be above $203,000

CITY OF ABILENE TEXAS

QUESTIONS

CITY COUNCIL MEMORANDUM
3/26/2026

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

ITEM: **13. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving an Updated Project Plan, Updated Facade and Demolition Grants and Sidewalk Grant for Tax Increment Reinvestment Zone (TIRZ) #2 District *(Tim Littlejohn)***

GENERAL INFORMATION

An updated financial review of TIRZ #2 forecasts additional funds available for use. Therefore, an update to the project plan has been presented to the TIRZ #2 Board. The Board recommends approval of the updated Project Plan.

This agenda item also includes the renewal of the Facade and Demolition grants with new maximum payout amounts, plus a new Sidewalk grant program.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

TIRZ Board recommends approval

ATTACHMENTS:

1. RESOLUTION TIRZ2 Council
2. Sidewalk Grant Policies and Procedures Rev
3. Demolition Grant Program Policies and Procedures COUNCIL Rev (2)
4. Facade Program Policies and Procedures 042519 Council
5. 055-2026 - TIRZ #2 - Supporting Renewal of Facade Improvement and Demo Assitance Grant Programs
6. Project Plan
7. Council TIRZ 2 2026 (3) (2)

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 3/25/2026

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL, CITY OF ABILENE, TEXAS, APPROVING THE RENEWAL OF THE FAÇADE IMPROVEMENT AND DEMOLITION ASSISTANCE GRANT PROGRAMS, PROJECT PLAN, AND APPROVING A SIDEWALK ASSISTANCE GRANT AND COMMITTING FUNDS FOR IMPLEMENTATION

WHEREAS, the governing body of the City of Abilene adopted Ordinance No. 66-2013 creating a Tax Increment Reinvestment Zone No. 2, establishing certain economic development incentives to encourage and promote private investment within the City of Abilene Tax Increment Reinvestment Zone No. 2; and

WHEREAS, the governing body of the City of Abilene is considering the renewal of the Façade Improvement and Demolition Assistance Grant Programs, Project Plan, and Sidewalk Assistance Grant for implementation within the boundaries of Tax Increment Reinvestment Zone No. 2; and

WHEREAS, façade improvement, demolition, project plan, and sidewalk assistance grants are considered eligible activities for Tax Increment Reinvestment Zone No. 2 funding; and

WHEREAS, it is understood that grants for eligible façade improvement, demolition, project plan, and sidewalk projects will be made in accordance with established guidelines and policies as promulgated by the City of Abilene Planning and Development Services Department; and

WHEREAS, grants awarded through the Façade Improvement, Demolition, and Sidewalk Assistance Grant Programs will be financed with funds currently allocated for such use by the Tax Increment Reinvestment Zone No. 2 Board.

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

PART 1: That the City Council approves the City of Abilene's renewal of the Façade Improvement, Demolition, Project Plan, and Sidewalk Assistance Grant Programs.

PART 2: That the City Council approves the use of Tax Increment Reinvestment Zone No. 2 funds for such use and delegates grant approval authority to the Director of Planning and Development Services or his designee.

PART 3: That the TIRZ funding for this program be limited to $800,000 total for a five-year period from the date of the Council's approval.

ADOPTED this 26th day of March, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Sidewalk Grant Program Application Policies and Procedures

Revised March 26, 2026

City of Abilene
Planning and Development Services
555 Walnut Street
Abilene, Texas 79601

A. Background

On TBD, 2026, the Abilene City Council adopted Resolution Number TBD-2026 creating the Abilene Sidewalk Grant Program. The intent of the program is to provide technical and financial assistance to property owners seeking to renovate or restore their exteriors. The program is designed to have a positive impact on properties in need of revitalization, resulting in the overall improvement of the appearance, aesthetics and walkability of commercial buildings within the Central Business District. It is important to note that the program is reimbursement-based. Further, it is not the intent of the program to subsidize necessary improvements resulting from building code violations. If awarded a Sidewalk Program Grant, any deviation from the approved project may result in the total or partial withdrawal of grant funding.

The Sidewalk Grant Program provides fifty percent (50%) matching grants not to exceed $50,000.00 payout per application. Grant funds awarded through the program focus on exterior sidewalk work on buildings within the Central Business District's target area that are visible to the public. No grants will be awarded for previously performed work. All proposed work will be reviewed based upon the city's standard construction detail and the Texas Accessibility Standards, and consistency with other projects within the immediate area.

B. Definitions

The following definitions shall apply to the terms used in these guidelines:

Applicant: The property owner or authorized agent signing the application for a Sidewalk Grant.

Central Business District: The area located between North 10th Street and South 7th Street, having an eastern border of Treadaway Boulevard and a western border of Grape and Butternut Streets.

Construction Costs: The cost of construction materials and installation labor. All other associated costs are deemed excluded, including but not exclusively, the following costs: design, construction document preparation, bidding, sweat equity and construction financing.

Eligible Improvements: The improvements identified as eligible in Section D herein.

The Landmarks Commission: The advisory board for grant applications associated with buildings designated as historic and/or those located within historic overlay zoning districts.

Notice to Proceed: A written notice from the Planning and Development Services Department authorizing the applicant to begin construction.

Planning and Zoning Commission: A governmental appointed commission composed of citizens to advise the city council on land use and development.

Property: The physical lot and/or building to which improvements are being made.

Tax Increment Reinvestment Zone (TIRZ) Number 2: A reinvestment zone created by the City of Abilene pursuant to Chapter 311 of the Texas Tax Code, as amended. The purpose of the zone is to promote development or redevelopment within the zone.

C. Eligibility Criteria

The following criteria must be met in order to participate in the Sidewalk Grant Program:

1. Applicants must be owners of the subject property, which must be located within the TIRZ boundary of the Central Business District;

2. Applicants must be current on all municipal taxes at the time of application;

3. Applicants must not have any City liens filed against any property owned by the Applicant, including but not limited to code enforcement liens or tax liens;

4. Applicants must comply with all State and local laws and regulations pertaining to licensing, permits, building code, and zoning requirements;

5. Applicants must understand that the overall objective of the program is to improve the walkability and presentation of a property. The City has the discretion to decline acceptance of an application and suggest enhancements/improvements that may improve chances of future approval;

6. Properties proposed for sidewalk grant funding shall not be new construction. Eligibility of site improvements to an existing sidewalk associated with new construction may be determined by the Director of Planning and Development Services. Historic buildings will be given priority when deciding grant funding allocation.

D. Design Principles and Guidelines

Improvements to be funded by the program must be compatible with the character and architecture of the individual building as well as meeting City standards with regards to latest construction and design trends. Buildings with historically-significant architectural qualities are strongly encouraged to be restored and maintained. Improvements for buildings not having such architectural features should be carefully considered and be seen as an opportunity to substantially enhance the appearance of the buildings and their associated streetscapes.

1. Eligible Sidewalk Improvements:
   a) Sidewalk and ramping improvements
   b) Curbing, irrigation, approved landscaping or other landscaping features attached to the building where appropriate.
   c) Other items which may not be listed above that would improve the walkability and accessibility.

2. Ineligible Improvements/Expenses:
   a) Improvements located on the sides or rear of the building not visible from public right-of-way

b) Interior improvements
c) Architectural or other professional fees
d) Improvements for which insurance funds are received
e) Prior Improvements: Alterations and improvements made prior to receiving a "Notice to Proceed" are not eligible for reimbursement

E. Financial Assistance

Funding offered is in the form of a matching grant in which the City of Abilene reimburses the applicant fifty percent (50%) of the total construction costs, up to a $50,000.00 maximum match award. Design fees may not be included in the total cost of eligible improvements. In addition, the City of Abilene agrees to waive building permits fees on approved sidewalk projects undertaken through this program and are not included in the applicant's cost of construction.

Sidewalks will be estimated at a maximum of twelve dollars ($12) per square foot for payout calculations. Any submittal higher than this amount shall be approved by the City Manager prior to an approval of the grant application.

Applicant matching funds may be in the form of other financial aid (grant or loan) received from other agencies and/or banks but may not be "in-kind". The City of Abilene will only provide reimbursement after the applicant submits all required documentation indicating payment has been made for the work performed.

No applicant, applicant agent, representative, or tenant shall be entitled to receive more than one grant approval on the same property if requested within ten (10) years from the date a previous grant was awarded. No more than $50,000.00 per property will be awarded within ten (10) year period.

F. Procedures

All prospective applicants must follow the procedures in the order outlined below:

- All applicants are encouraged to meet with Planning and Development Services Department staff for an initial pre-application submittal conference.

- Applicants must submit a completed application and all required attachments and supporting materials to Planning and Development Department Services staff for processing.
- If proposed project involves an historic building or one within an historic overlay zoning district, the application may be required to be submitted to the Abilene Landmarks Commission for review and recommendation. After the application has been submitted to the Planning and Development Services Department, a meeting will be held with the applicant on-site at the subject property to review the application and discuss the project.

- As a condition of the grant application and in consideration of the opportunity to apply for a grant, the applicant consents and shall allow the City of Abilene to perform inspections to determine that the grant, if awarded, will not be used for construction to any building that is not in compliance with City of Abilene Building Codes and related ordinances which

are applicable to the construction proposed in the application.

- The application will be reviewed and either approved or denied by the Director of Planning and Development Services. In addition to using the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, other review criteria may include, but not be limited to, compatibility, and consistency with other sidewalk improvement projects within the immediate area.

- In the event an application is denied, the applicant will not be allowed to re-apply for the same project for a period of one (1) year from the date of the original application. An applicant whose application that was denied grant funding may appeal the denial to the City Manager within fourteen (14) days of the date of the application denial. The decision of the City Manager shall be final.

- Upon application approval, the City shall require that the applicant sign an Applicant Agreement and Certification.

- Upon execution of the agreement, the City will send the applicant a written "Notice to Proceed." Any work completed prior to receiving the "Notice to Proceed" will not be reimbursed through the program by the City.

- An applicant has thirty (30) days from the date of the Notice to Proceed to initiate construction of approved improvements. The applicant must provide Planning and Development Services Department staff with copies of all building permits and certifications associated with the sidewalk project.

- On the application, the applicant must provide the dates of when the contractor will begin and complete the project. The project must be completed within six (6) months of receiving the Notice to Proceed. If the project is delayed by weather or unforeseen circumstances, extra time may be requested and submitted in writing to the Planning and Development Services Department for approval.

- The contractor shall construct project improvements as specified in the approved application. Any changes to designs and construction plans approved as part of the application must be reviewed and pre-approved by Planning and Development Services Department staff.

- Upon project completion, the applicant will notify Planning and Development Services Department staff within thirty (30) days that the project is complete. City staff will then conduct all necessary inspections to ensure improvements comply with the approved application and all necessary building and accessibility codes.

- When the entire project has been satisfactorily completed and reviewed, the applicant shall provide the Planning and Development Services Department with copies of all paid invoices for a single payment reimbursement of the approved funding.

- In order to receive reimbursement under the program, all paid receipts for work must be submitted to the Planning and Development Services Department within thirty (30) days of completing the project.

G. Termination

The City of Abilene has the right to terminate any agreement under the grant program if a participant is found to be in violation of any conditions set forth in these guidelines in accordance with the Sidewalk Grant Agreement.

Sidewalk Grant Program Application

Please complete and return along with all required attachments to the Planning and Development Services Department, City Hall, 555 Walnut Street.

Applicant Name_____ Date _____

Business Name_____

Mailing Address_____

Contact Phone_____Email Address_____

Building Owner *(If different from applicant)*_____

Building Name _____

Building Address _____

Type of Work *(Check all that apply.)*

Sidewalk _____ Landscaping _____

Summary of Planned Improvements for Sidewalk Grant (P*lease provide a separate one (1) page narrative describing in detail the proposed work/modifications.)*

_____

_____

List Contractor Proposals and Total Amounts *(Please attach original proposals)*:

1. _____
2. _____

TOTAL COST OF PROPOSED SIDEWALK PROJECT: $_____

AMOUNT OF SIDEWALK GRANT REQUESTED: $_____
(Not to exceed 50% of total cost up to $100,000.00 with a maximum payout of $50,000)

_____ _____
Applicant/Owner Signature Date

_____
Printed Applicant/Owner Name

Required Attachments

__Proof of ownership: Warranty deed or legal occupancy, such as a lease

_Notarized statement from property owner allowing participation in the program
(applicable to business owners who are not the property owners)

__Driver's license

__Proof of insurance on the property

__Proof of property tax payment

__Color photographs of existing structure

__Two (2) contractor bids showing details and price per square foot

__Proposed scope of work:

- One (1) page narrative describing in detail the proposed work/modifications
- Printed and digital set of drawings
- Other material(s) that would make it helpful to understand your project

Applicant Agreement & Certification

I have read and fully understand the *Sidewalk Grant Program Application Policies and Procedures.*

- I understand that any false or misleading information provided at any time during the application process may lead to program ineligibility.
- I understand that any deviation from the requirements set forth in the agreement may result in the ineligibility of reimbursement from the City of Abilene.
- I agree to start the project within thirty (30) days of receiving the Notice to Proceed.
- I agree to complete the project within six (6) months of receiving the Notice to Proceed.
- I agree to submit all receipts of expenditures for the work specified on the application within thirty (30) days of project completion.

I agree to indemnify and hold harmless the City of Abilene and its employees, directors, officials, and other duly authorized agents from any and all claims and liabilities arising out of or connected to my participation in this program and the ensuing sidewalk work, including any personal injuries or damages to any person(s) or property, loss to or interruption of business by the program participant and participant's tenants and neighbors. This agreement extends to the program participant's employees, duly authorized agents and successors.

The undersigned hereby represents and certified to the best of his/her knowledge and belief that the information contained in this statement and any exhibits or attachments hereto are true and complete and accurately describe the proposed project, and the undersigned agrees to promptly inform the City of Abilene of any changes in the proposed project which may occur.

_____ _____

Applicant Printed Name Date

_____

Applicant Signature



Demolition Assistance Grant Program Application Policies and Procedures

Revised February 21, 2020

Revised March 26, 2026

City of Abilene
Planning and Development Services Department
555 Walnut Street
Abilene, Texas 79601-5254
(325) 676-6237

A. Background

The City of Abilene is committed to sustaining the highest quality of development and quality of life for its residents. The enhancement and expansion of the city's economy are critical elements of that sustainability. Blighted structures significantly limit the potential for higher development standards on adjacent properties and negatively impact economic growth. In an effort to attract and retain investment in the city, an incentive program was developed to encourage private redevelopment of properties deemed blighted, substandard, and/or dilapidated.

On November 7, 2019, the Abilene City Council adopted Resolution Number 222-2019 creating the *Abilene Demolition Assistance Grant Program*. The intent of the program is to encourage redevelopment of blighted structures in order to improve the overall economic vitality of the city. The program provides financial assistance in the form of reimbursement grants to residential and commercial property owners interested in demolishing qualified properties to reduce blight and further the redevelopment of these properties.

The program provides fifty percent (50%) matching grants not to exceed $15,000.00 per application.

B. Definitions

The following definitions shall apply to the terms used in these guidelines:

Applicant: The property owner or authorized agent signing the application for a Demolition Assistant Program Grant.

Blighted Structure: A structure is blighted when it exhibits objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety and public welfare.

Department: The City of Abilene Planning and Development Services Department.

Tax Increment Reinvestment Zone (TIRZ) Number 2: A reinvestment zone created by the City of Abilene pursuant to Chapter 311 of the Texas Tax Code, as amended. The purpose of the zone is to promote development or redevelopment within the zone.

C. Eligibility Criteria

The following criteria must be met in order to participate in the program:

A. Applicants must be owners of residential or commercial structures being demolished located within the boundary of TIRZ No. 2.

B. The property proposed for demolition must meet the Department of Housing and Urban Development definition of a "blighted structure".

C. The property must not be under enforcement action of the Board of Building Standards.

D. The property must not be in foreclosure proceedings.

E. Applicants must be current on all municipal taxes at the time of application.

F. Applicants must be owners of structures proposed for demolition.

G. Applicants must not have any city liens filed against any property owned by the Applicant, including but not limited to code enforcement liens or tax liens.

H. Applicants must comply with all state and local laws and regulations pertaining to licensing, permits, building code, and zoning requirements.

I. Applicants must identify a plan for the cleared property.

D. Financial Assistance

Funding offered is in the form of a matching grant in which the City of Abilene reimburses the applicant fifty percent (50%) of the total demolition costs, up to a $15,000.00 maximum match award. Asbestos surveys and related abatement costs may be included in the total cost of eligible improvements.

Matching funds may be in the form of other financial aid (grant or loan) received from other agencies and/or banks but may not be "in-kind". The City of Abilene will only provide reimbursement after the applicant submits all required documentation indicating payment has been made for all the work performed.

E. Application Requirements

As supplemental information to the required application, the following items must be included:

1. Two (2) or more itemized estimates/bids.

2. A site plan of the subject property to include legal description, street address, lot dimensions, and structure to be demolished.

3. Proof of ownership, insurance, and property tax payment.

F. Procedural Guidelines

1. All applicants are encouraged to meet with Planning and Development Services Department (Department) staff for an initial pre-application submittal meeting.

2. Applicants must submit a completed application and all required attachments and supporting materials to the Department for processing.

3. If proposed project involves an historic building or one included in an historic overlay zoning district, the application will be forwarded to the Abilene Landmarks Commission for review and recommendation.

4. After the application has been submitted to the Department, a meeting will be held with the applicant on-site at the subject property to discuss the project.

5. The application will then be reviewed and action to either approve or deny the application will be made by the Department Director.

6. In the event an application is denied, the applicant will not be allowed to re-apply for the same project for a period of one (1) year from the date of the original application. An applicant that submitted an application that was denied grant funding may appeal the denial to the City Manager within fourteen (14) days of the date of application denial. The decision of the City Manager shall be final.

7. Upon application approval, the city will send the applicant a written "Notice of Grant Award."

8. A demolition permit must be obtained within 30 days from the date of grant award.

9. On the application, the applicant must provide the dates of when the contractor will begin and complete the project. The project must be completed within 90 days of receiving the Notice of Grant Award. If the project is delayed by weather or unforeseen circumstances, extra time may be requested and submitted to the Department for approval.

10. All applicable city regulations must be met and approvals and permits obtained before demolition begins. Demolition includes leaving the site levelled and stabilized with appropriate vegetation (hydro-mulch, sod or equivalent) if foundation is removed.

11. Demolition projects involving more than one parcel may be considered as separate projects for purposes of grant applications and awards, notwithstanding common ownership.

12. Funds will be disbursed after the demolition process is complete and the required supporting documentation (receipts, invoices, etc.) is submitted to and approved by the Department.

G. Termination

The City of Abilene has the right to terminate any agreement under the grant program if a participant is found to be in violation of any conditions set forth in these guidelines in accordance with the program.

Demolition Assistance Grant Program Application

Please complete and return along with all required attachments to the Planning and Development Services Department, City Hall, 555 Walnut Street.

Date_____

Total Demolition Cost $_____Amount of Grant Request $_____
(*Maximum $15,000)*

Property Address _____

Property Owner Names(s) _____

Property Owner
Address_____

Property Owner Phone_____

Property Owner Email Address_____

If property is held by a corporation:

Registered Agent Name _____

Registered Agent Mailing Address _____

Registered Agent Phone _____

Registered Agent Email Address_____

Please attach:

(1) A site plan depicting all structures and features to be demolished;
(2) Two or more quotes detailing the demolition costs including leaving the site levelled and stabilized;
(3) A project timeline including the date by which demolition and site stabilization will be completed; and
(4) A proposed post-demolition plan for the property.

Applicant/Owner Signature _____ Date _____

Printed Applicant/Owner Name _____

Certification: "I hereby certify that all information provided in this application is, to the best of my knowledge and belief, true, accurate and complete. I further certify that eligibility criteria are fully met for the structure(s) described in this application."

Signature of Owner/Agent Attesting to Certification _____

Printed Name_____ Date_____

Acknowledgement:

State of Texas,

County of_____

Before me, a notary public, on this day personally appeared_____, known to me (or proved to me on the oath of _____(description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____day of_____, 20___.

(Personalized Seal)

Notary Signature _____

CITY OF ABILENE

Facade Improvement Grant Program Application Policies and Procedures

Revised February 21, 2020
Revised September 16, 2020
Revised August 11, 2022
Revised March 26, 2026

City of Abilene
Planning and Development Services Department
555 Walnut Street
Abilene, Texas 79601-5254
(325) 676-6237

A. Background

On April 25, 2019 the Abilene City Council adopted Resolution Number 93-2019 creating the Abilene Façade Improvement Grant Program. The intent of the program is to provide technical and financial assistance to commercial property owners seeking to renovate or restore their exterior building facades. The program is designed to have a positive impact on properties in need of revitalization, resulting in the overall improvement of the appearance and aesthetics of commercial buildings within the Central Business District. It is important to note that the program is reimbursement-based. Further, it is not the intent of the program to subsidize necessary improvements resulting from building code violations. If awarded a Façade Improvement Program Grant, any deviation from the approved project may result in the total or partial withdrawal of grant funding.

The Façade Improvement Grant Program provides fifty percent (50%) matching grants not to exceed $15,000 per application. Grant funds awarded through the program focus on exterior work on buildings and storefronts within the Central Business District that are visible to the public. No grants will be awarded for previously performed work. All proposed work will be reviewed based upon the Secretary of the Interior's *Standards for the Treatment of Historic Properties* and review criteria that may include, but not be limited to, compatibility, architectural design, and consistency with other façade improvement projects within the immediate area. Proposed projects may include the restoration of architectural details, upgraded windows and doors, signage, and lighting. Applicants will be responsible for hiring licensed professionals to prepare conceptual and final project designs.

B. Definitions

The following definitions shall apply to the terms used in these guidelines:

Applicant: The property owner or authorized agent signing the application for a Façade Improvement Grant.

Central Business District: The area located between North 10th Street and South 7th Street, having an eastern border of Treadaway Boulevard and a western border of Grape and Butternut Streets.

Construction Costs: The cost of construction materials and installation labor. All other associated costs are deemed excluded, including but not exclusively, the following costs: design, construction document preparation, bidding, sweat equity and construction financing.

Eligible Improvements: The improvements identified as eligible in Section D herein.

Facade: The portion of the building parallel to the primary right-of-way as determined by the Planning and Development Services Department.

The Landmarks Commission: The advisory board for facade improvement grant applications associated with buildings designated as historic and/or those located within historic overlay zoning districts.

Notice to Proceed: A written notice from the Planning and Development Services Department authorizing the applicant to begin construction.

Property: The physical lot and/or building to which improvements are being made.

Tax Increment Reinvestment Zone (TIRZ) Number 2: A reinvestment zone created by the City of Abilene pursuant to Chapter 311 of the Texas Tax Code, as amended. The purpose of the zone is to promote development or redevelopment within the zone.

C. Eligibility Criteria

The following criteria must be met in order to participate in the Façade Improvement Grant Program:

1. Applicants must be owners of the subject property, which must be located within the TIRZ boundary of the Central Business District;

2. Applicants must be current on all municipal taxes at the time of application;

3. Applicants must not have any City liens filed against any property owned by the Applicant, including but not limited to code enforcement liens or tax liens;

4. Applicants must comply with all State and local laws and regulations pertaining to licensing, permits, building code, and zoning requirements;

5. Applicants must understand that the overall objective of the program is to improve the exterior appearance, visibility, and presentation of a property. The City has the discretion to decline acceptance of an application and suggest enhancements/improvements that may improve chances of future approval;

6. Buildings proposed for grant funding cannot be new construction. Eligibility of site improvements associated with new construction may be determined by the Director of Planning and Development Services. Historic buildings will be given priority when deciding grant funding allocation.

D. Design Principles and Guidelines

Improvements to be funded by the program must be compatible with the character and architecture of the individual building as well as meeting City standards with regards to latest construction and design trends. Buildings with historically-significant architectural qualities are strongly encouraged to restore and maintain these features. Improvements for buildings not having such architectural features should be carefully considered and be seen as an opportunity to substantially enhance the

appearance of the buildings and their associated streetscapes. The Secretary of the Interior's *Standards for the Treatment of Historic Properties* should be used as a guide when considering any work on a historically-significant structure.

1. Eligible Facade Improvements:

    a. Restoration of architectural details in historically-contributing or historically-significant buildings, and the removal of elements which cover architectural details.
    b. Window replacement and window framing visible from the street which is appropriately scaled to the building.
    c. New signage, including monument, wall, and awning signage. All signage must comply with Chapter 4, Article 2, Division 8, Sign Regulations of the Land Development Code.
    d. Lighting which illuminates signage, storefront window displays, and recessed areas of the building façade.
    e. Awnings or canopies.
    f. Curbing, irrigation, approved landscaping or other landscaping features attached to the building where appropriate.
    g. Cleaning, painting or re-siding of the building.
    h. Resurfacing and/or re-striping of parking lots visible from the street.
    i. New storefront construction, appropriately scaled for existing building.
    j. Other items which may not be listed above that would improve the building facade.

2. Ineligible Improvements/Expenses:

    a. Exterior improvements located on the sides or rear of the building not visible from a public right-of-way
    b. Interior improvements
    c. Roofing
    d. Playground or recreational equipment
    e. Structural changes
    f. Burglar bars
    g. Security Alarm System
    h. "Sweat Equity"
    i. Furniture
    j. Architectural or other professional fees
    k. Asbestos testing, removal, abatement, or remediation
    l. Improvements for which insurance funds are received
    m. Prior Improvements: Alterations and improvements made prior to receiving a "Notice to Proceed" are not eligible for reimbursement

E. Financial Assistance

Funding offered is in the form of a matching grant in which the City of Abilene reimburses the applicant fifty percent (50%) of the total construction costs, up to a $15,000.00 maximum match

award. Architectural design fees may not be included in the total cost of eligible improvements. In addition, the City of Abilene agrees to waive building permits fees on approved façade improvement projects undertaken through this program.

Matching funds may be in the form of other financial aid (grant or loan) received from other agencies and/or banks, but may not be "in-kind". The City of Abilene will only provide reimbursement after the applicant submits all required documentation indicating payment has been made for the work performed.

No applicant, applicant agent, representative, or tenant shall be entitled to receive grant approval on the same property if requested within five (5) years from the date a previous grant was awarded. No more than $15,000.00 per property will be awarded within a five (5) year period.

F. Procedures

All prospective applicants must follow the procedures in the order outlined below:

1. All applicants are encouraged to meet with Planning and Development Services Department staff for an initial pre-application submittal conference.

2. Applicant must submit a completed application and all required attachments and supporting materials to Planning and Development Department Services staff for processing.

3. If proposed project involves an historic building or one included in an historic overlay zoning district, the application will be forwarded to the Abilene Landmarks Commission for review and recommendation.

4. After the application has been submitted to the Planning and Development Services Department, a meeting will be held with the applicant on-site at the subject property to review the application and discuss the project.

5. As a condition of the grant application and in consideration of the opportunity to apply for a grant, the applicant consents and shall allow the City of Abilene to perform inspections to determine that the grant, if awarded, will not be used for construction to any building that is not in compliance with City of Abilene Building Codes and related ordinances which are applicable to the construction proposed in the application.

6. The application will then be reviewed and action to either approve or deny the application will be made by the Director of Planning and Development Services. In addition to using the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, other review criteria may include, but not be limited to, compatibility, architectural design, and consistency with other façade improvement projects within the immediate area.

7. In the event an application is denied, the applicant will not be allowed to re-apply for the same project for a period of one (1) year from the date of the original application. An applicant that submitted an application that was denied grant funding may appeal the denial to the City Manager within fourteen (14) days of the date of application denial. The decision of the City Manager shall be final.

8. Upon application approval, the City will require that the applicant sign an Applicant Agreement and Certification.

9. Upon execution of the agreement, the City will send the applicant a written "Notice to Proceed." Any work completed prior to receiving the "Notice to Proceed" will not be reimbursed through the program by the City.

10. An applicant has thirty (30) days from the date of the Notice to Proceed to initiate construction of approved improvements. The applicant must provide Planning and Development Services Department staff with copies of all building permits and certifications associated with the facade project.

11. On the application, the applicant must provide the dates of when the contractor will begin and complete the project. The project must be completed within six (6) months of receiving the Notice to Proceed. If the project is delayed by weather or unforeseen circumstances, extra time may be requested and submitted to the Planning and Development Services Department for approval.

12. The contractor shall construct project improvements as specified in the approved application. Any changes to designs and construction plans approved as part of the application must be reviewed and approved by Planning and Development Services Department staff.

13. Upon project completion, the applicant will notify Planning and Development Services Department staff within thirty (30) days that the project is complete. City staff will then conduct all necessary inspections to ensure improvements comply with the approved application and all necessary building and zoning codes.

14. When the entire project has been satisfactorily completed and reviewed, the applicant shall provide the Planning and Development Services Department with copies of all paid invoices for a single payment reimbursement of the approved funding.

15. In order to receive reimbursement under the program, all receipts for work must be submitted to the Planning and Development Services Department within thirty (30) days of completing the project.

G. Termination

The City of Abilene has the right to terminate any agreement under the grant program if a participant is found to be in violation of any conditions set forth in these guidelines in accordance with the Façade Improvement Grant Agreement.

Facade Improvement Grant Program Application

Please complete and return along with all required attachments to the Planning and Development Services Department, City Hall, 555 Walnut Street

Applicant Name_____ Date_____

Business Name_____

Mailing Address_____

Contact Phone_____ Email _____

Address _____

Building Owner *(If different from applicant)* _____

Building Name_____

Building Address _____

Type of Work *(check all that apply)*

Facade ____ Signage ____ Awnings ____ Parking/Lighting ____ Other ____

Summary of Planned Improvements for Facade Improvement Grant (*please provide a separate one (1) page narrative describing in detail the proposed work/modifications)*

_____

_____

_____

List Contractor Proposals and Total Amounts *(please attach original proposals)*:

1. _____
2. _____

TOTAL COST OF PROPOSED FACADE PROJECT: $_____

AMOUNT OF FACADE GRANT REQUESTED: $_____
(Not to exceed 50% of total cost up to $15,000)

_____ _____
Applicant/Owner Signature Date

_____
Printed Applicant/Owner Name

Required Attachments

__Proof of ownership: Warranty deed or legal occupancy, such as a lease

__Notarized statement from property owner allowing participation in the program *(applicable to business owners who are not the property owners)*

__Driver's license

__Proof of insurance on the property

__Proof of property tax payment

__Color photographs of existing structure

__Two (2) contractor bids

__Proposed scope of work:

- One (1) page narrative describing in detail the proposed work/modifications
- Printed and digital set of architectural drawings
- Product information
- Color samples
- Other material(s) that would make it helpful to understand your project

Applicant Agreement & Certification

- I have read and fully understand the *Facade Improvement Grant Program Application Policies and Procedures.*

- I understand that any false or misleading information provided at any time during the application process may lead to program ineligibility.

- I understand that any deviation from the requirements set forth in the agreement may result in the ineligibility of reimbursement from the City of Abilene.

- I agree to start the project within thirty (30) days of receiving the Notice to Proceed.

- I agree to complete the project within six (6) months of receiving the Notice to Proceed.

- I agree to submit all receipts of expenditures for the work specified on the application within thirty (30) days of project completion.

- I agree to indemnify and hold harmless the City of Abilene and its employees, directors, officials, and other duly authorized agents from any and all claims and liabilities arising out of or connected to my participation in this program and the ensuing façade improvement work, including any personal injuries or damages to any person(s) or property, loss to or interruption of business by the program participant and participant's tenants and neighbors. This agreement extends to the program participant's employees, duly authorized agents and successors.

The undersigned hereby represents and certified to the best of his/her knowledge and belief that the information contained in this statement and any exhibits or attachments hereto are true and complete and accurately describe the proposed project, and the undersigned agrees to promptly inform the City of Abilene of any changes in the proposed project which may occur.

_____ _____

Applicant Printed Name Date

_____

Applicant Signature

RESOLUTION NO. 55-2026

A RESOLUTION OF THE TAX INCREMENT REINVESTMENT ZONE NO. 2 BOARD OF DIRECTORS, CITY OF ABILENE, TEXAS, SUPPORTING THE RENEWAL OF THE FAÇADE IMPROVEMENT AND DEMOLITION ASSISTANCE GRANT PROGRAMS, PROJECT PLAN, AND APPROVING A SIDEWALK ASSISTANCE GRANT AND COMMITTING FUNDS FOR IMPLEMENTATION

WHEREAS, the governing body of the City of Abilene adopted Ordinance No. 66-2013 creating a Tax Increment Reinvestment Zone No. 2, establishing certain economic development incentives to encourage and promote private investment within the City of Abilene Tax Increment Reinvestment Zone No. 2; and

WHEREAS, the governing body of the City of Abilene is considering the renewal of the Façade Improvement and Demolition Assistance Grant Programs, Project Plan, and Sidewalk Assistance Grant for implementation within the boundaries of Tax Increment Reinvestment Zone No. 2; and

WHEREAS, façade improvement, demolition, project plan, and sidewalk assistance grants are considered eligible activities for Tax Increment Reinvestment Zone No. 2 funding; and

WHEREAS, it is understood that grants for eligible façade improvement, demolition, project plan, and sidewalk projects will be made in accordance with established guidelines and policies as promulgated by the City of Abilene Planning and Development Services Department; and

WHEREAS, grants awarded through the Façade Improvement, Demolition, and Sidewalk Assistance Grant Programs will be financed with funds currently allocated for such use by the Tax Increment Reinvestment Zone Board.

NOW THEREFORE BE IT RESOLVED BY THE TAX INCREMENT REINVESTMENT ZONE NO. 2 BOARD OF DIRECTORS, CITY OF ABILENE TEXAS:

PART 1: That the Board supports the City of Abilene's renewal of the Façade Improvement, Demolition, Project Plan, and Sidewalk Assistance Grant Programs.

PART 2: That the Board supports the use of Tax Increment Reinvestment Zone No. 2 funds for such use and delegates grant approval authority to the Director of Planning and Development Services or his designee.

PART 3: That the TIRZ funding for this program be limited to $800,000 total for a five-year period from the date of City Council approval.

ADOPTED this 9th day of March, 2026.

ATTEST:

Robert W. Higgins

Robert "Stormy" Higgins, Vice Chairman

APPROVED:

Stanley Smith, City Attorney

TIRZ #2
Proposed Project Plan
March 9, 2026

	Current Plan	Life-to-Date Actual+Commitment	Adjustments	Proposed Plan
Streetscape, sidewalks, pedestrian and parking improvements:	$ 6,500,000	$ 11,528,275	$ 2,300,000	$ 13,828,275
Festival district and convention center improvements:	4,260,000	584,111	3,652,614	4,236,725
Hotel facilities and amenities:	4,000,000	-		-
Roadway and utility improvements:	1,500,000	75,000	2,700,000	2,775,000
Drainage improvements:	1,000,000	-	700,000	700,000
Areawide public improvements and amenities	1,000,000	4,922,774	77,226	5,000,000
Property acquisition	500,000	-	-	-
Building façade improvements	500,000	429,504	1,570,496	2,000,000
Environmental remediation, demolition, and land clearing	500,000	509,589	650,411	1,160,000
	19,760,000	18,049,253	11,650,747	29,700,000

Target Revenues	$ 29,700,000
Remaining to Allocate	-

City Council

TIRZ 2 updates for consideration

03-26-2026

CITY OF ABILENE TEXAS

Tax Increment Reinvestment Zone No.2 project list

Project	Current Plan	Life-to-Date Actual + Commitments	Adjustments	Proposed Plan
Streetscape, sidewalks, pedestrian, and parking improvements	$6,500,000	$11,528,275	$2,300,000	$13,828,275
Festival district and convention center improvements	4,260,000	584,111	3,652,614	4,236,725
Hotel facilities and amenities	4,000,000	-	-	-
Roadway and utility improvements	1,500,000	75,000	2,700,000	2,775,000
Drainage improvements	1,000,000	-	700,000	700,000
Areawide public improvements and amenities	1,000,000	4,922,774	77,226	5,000,000
Property acquisition	500,000	-	-	-
Building façade improvements	500,000	429,504	1,570,496	2,000,000
Environmental remediations, demolitions, and land clearing	500,000	509,589	650,411	1,160,000
Total project costs	**$19,760,000**	**$18,049,253**	**$11,650,747**	**$29,700,000**

Facade Improvement Grant Program and Demolition Assistance grant Renewal

- Incentive Program for Commercial Property Owners to Renovate/Rehabilitate Building Facades
- Facade Improvement Grant awards (Reimbursement) previously up to $50,000 per Eligible Project on 50/50 match Basis with $200,000 per year for 5 years
- Demolition Assistance Grant awards previously up to $25,000 per eligible project on 50/50 match basis with $200,000 allocated over 5 years
- Program Limited to TIRZ2-Eligible Properties within the Central Business District (CBD)/ Expansion Potential to non-TIRZ Properties within CBD
- TIRZ Board Approved Resolution Supporting Program and Committing Funding on March ??, 2026
- Due to the success of the facade improvement program staff recommends the fund be increased from $15,000 to $25,000
- Grants Reviewed and Approved Administratively

Eligible Projects

- Eligible projects will remain as identified within the policies and procedure adopted previously for both façade and demolition grants
- Historically the facade grant has more demand than the demolition assistance grant
- Combining the two programs will ensure funds are available for either program and will help continue to improve the TIRZ 2 district and investments
- Staff has business owners that are looking to take advantage of the facade improvement grant downtown when renewed

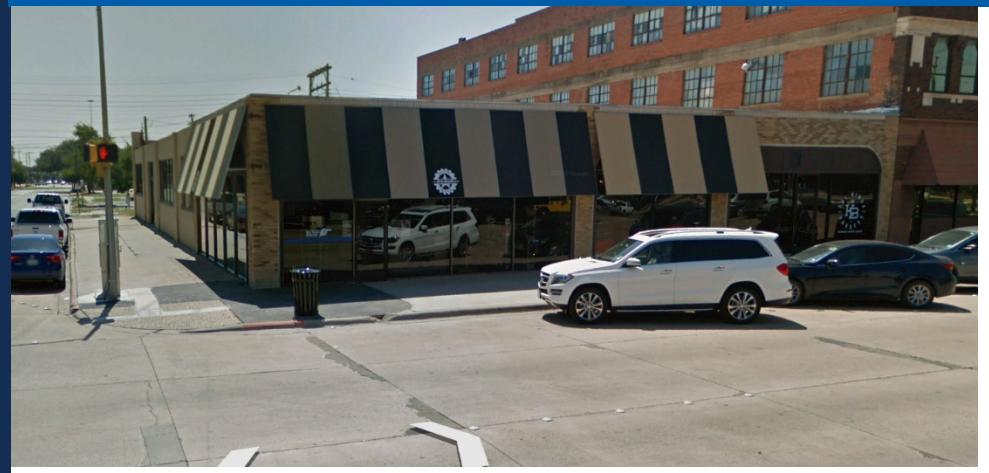
201 Mesquite







173 Walnut Street









Sidewalk Assistance Grant

- **Sidewalk Assistance Grant Program**

-Approved by Resolution of TIRZ Board 3/09/26

-Approved by Resolution of City Council on 3/26/26

50/50 Matching Grant Program

Maximum Grant Award of $50,000

$400,000 Allocated Over 5 Years

Sidewalk Assistance Grant

- Sidewalk Grant Program provides fifty percent (50%) matching grants not to exceed $50,000.00 payout per application
- All proposed work will be reviewed based upon the city's standard construction detail and the Texas Accessibility Standards, and consistency with other projects within the immediate area.
- Applicants must understand that the overall objective of the program is to improve the walkability and presentation of a property.
- Properties proposed for sidewalk grant funding shall not be new construction.
- City of Abilene agrees to waive building permits fees on approved sidewalk projects undertaken through this program.
- No applicant, applicant agent, representative, or tenant shall be entitled to receive more than one grant approval on the same property if requested within ten (10) years from the date a previous grant was awarded.
- Upon execution of the agreement, the City will send the applicant a written "Notice to Proceed." Any work completed prior to receiving the "Notice to Proceed" will not be reimbursed through the program by the City.

GUIDELINES

- Improvements to be funded by the program must be compatible with the character and architecture of the individual building as well as meeting City standards with regards to latest construction and design trends.
- Eligible Sidewalk Improvements:

  a. Sidewalk and ramping improvements

  b. Curbing, irrigation, approved landscaping or other landscaping features attached to the building where appropriate.

  c. Other items which may not be listed above that would improve the walkability and accessibility.

- Ineligible Improvements/Expenses:
- a. Improvements located on the sides or rear of the building not visible from public right-of-way
- b. Interior improvements
- c. Architectural or other professional fees
- d. Improvements for which insurance funds are received
- e. Prior Improvements: Alterations and improvements made prior to receiving a “Notice to Proceed” are not eligible for reimbursement

Summary

- TIRZ 2 Board recommends renewing the Facade Improvement and Demolition Assistance programs funds
- Increasing Facade Assistance match up to $50,000
- Remove maximum allocated dollars within a year
- Approve new Sidewalk Assistance Grant
- Programs to be extended for 5 additional years
- Program funds will be a combined total of $800,000/ 5 years

- Questions

CITY COUNCIL MEMORANDUM
3/26/2026

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

ITEM: **14. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering into a Economic Development Agreement with Continued Growth Alliance LLC for 2041 S 20th St. *(Tim Littlejohn)***

GENERAL INFORMATION
Continued Growth Alliance LLC is looking to build a new single family residence located at 2041 S 20th St. as part of the Rebuild Abi program

FUNDING/FISCAL IMPACT
up to $30,400

STAFF AND/OR BOARD RECOMMENDATION
Approval

ATTACHMENTS:
1. Continued Growth RESOLUTION (1)
2. 2041 S 20th_New Construction Ch 380 agreement - c
3. Continued Growth Presentation (1)

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 3/23/2026

RESOLUTION NO._____

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

This Economic Development Agreement ("Agreement") is effective as of the 26th day of March, 2026 ("Effective Date"), by and between Continued Growth LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

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

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

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 2041 S 20th St., in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

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

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

ADOPTED on the 26th day of March, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND

Continued Growth, LLC

This Economic Development Agreement ("Agreement") is effective as of the _26th_day of _____March__, 2026 (“Effective Date"), by and between _____ West Texas Custom Builders ____("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation (“City”), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of ___2041 S. 20th St.___ in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Deve1opment Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution _192-2023_ and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

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

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

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

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

I. AUTHORITY

1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.

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

1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

II. DEFINITIONS

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

2.02. **Developer** means ___Continued Growth, LLC____ its successors or assigns.

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:

a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.

b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five (5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of $203,000.00,

c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (5) demolition of existing structures.

4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.0l(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.

5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.

5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.

5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of T wo years following closing.

5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

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

VII. DEFAULT

7.01 If any party should default upon any terms or obligations with respect to this Agreement **("Defaulting Party"),** the other party **("Complaining Party")** shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received **("Cure Period"),** or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.

7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may. by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

8.01 DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUI TS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED 'WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE

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

8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.

8.04 Developer shall not assign this Agreement without the express written consent of the City.

8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.

8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.

8:08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

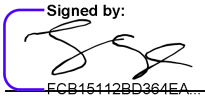
8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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

Docusign Envelope ID: 675198E2-CC18-475C-9180-64B090380F56

AGREED:

DEVELOPER
Continued Growth, LLC
Jacob Smith
3718 Ligustrum Rd
Abilene, TX 79605
407-810-9803
Continuedgrowthllc@gmail.com

By (signature): 

Name (printed): Jacob Smith

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

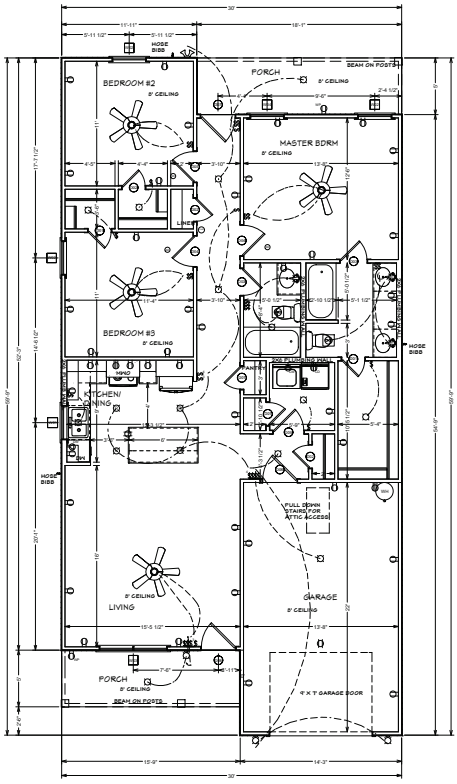
City Secretary

APPROVED AS TO FORM:

City Attorney

ATTACHMENT A

Attached- Developers building plans.



FLOOR PLAN 1/4 in = 1 ft

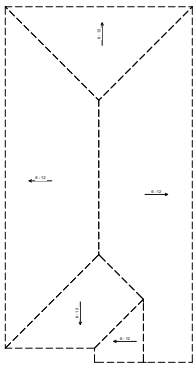
DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 R IN	HINGED	1 3/8"		4
D02	2068 L IN	HINGED	1 3/8"		3
D03	1468 L IN	HINGED	1 3/8"		1
D04	2868 R IN	HINGED	1 3/8"		2
D05	2868 L IN	HINGED	1 3/8"		2
D06	3068 R EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 R EX	HINGED	1 3/4"	GLASS	1
D08	3068 R EX	HINGED	1 3/4"	FRONT ENTRY	1

WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	1	3030	84"		SINGLE HUNG
W02	3	3050	84"		SINGLE HUNG
W03	1	5050	84"		MULLED UNIT
W04	1	3050	84"	TEMPERED	SINGLE HUNG

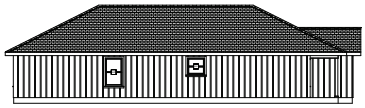
NOTES:

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

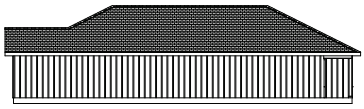
LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753



ROOF PLAN 1/8 in = 1 ft



LEFT ELEVATION



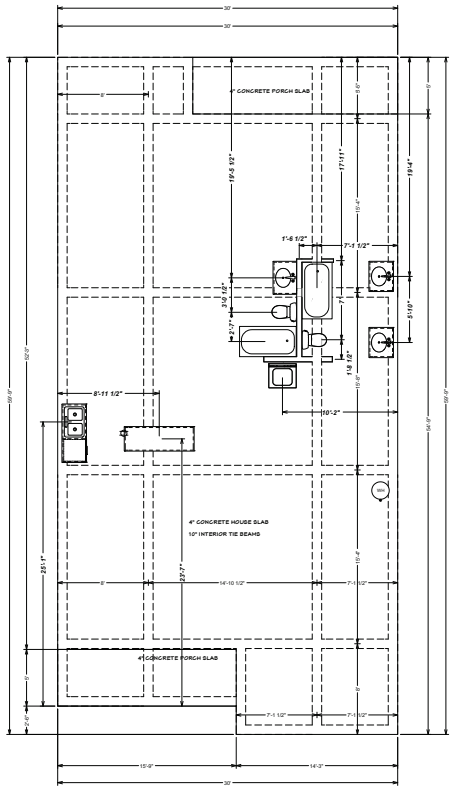
RIGHT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



Foundation

THORNTON CUSTOM HOMES			
Date: FEB 2026	Scale: 1/4" = 1'	1210 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1	Drawing #: THORNTON-26-1210		

City Council Meeting

Economic Development Agreement

Continued Growth LLC

CITY OF ABILENE TEXAS

- Continued Growth LLC is proposing to build new single-family residences at 2041 S 20th St..
- All requirements will be met as part of the adopted program
- Estimated sales price will not be above $203,000

CITY OF ABILENE TEXAS

QUESTIONS

CITY COUNCIL MEMORANDUM
3/26/2026

TO: **Emily Crawford, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

ITEM: **15. Ordinance (First Reading) CUP-2026-04: 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 Outdoor Recreational Activities (Pickleball Courts). Located At 1200 Ruswood Dr. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property is zoned General Retail and has been home to a shopping center since 1977. A variety of uses such as retail, office, and restaurants have been part of this development.

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, plan of operation, and that noise mitigation measures be implemented as recommended in the staff report.

ATTACHMENTS:

1. ORDINA~1
2. STAFFR~1
3. PLANOF~1
4. CONCEP~1
5. METESA~1
6. GRAHAM~1
7. 901BRU~1
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 2 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 March, 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 13th day of February, 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 9th day of April, 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 9th day of April, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

EXHIBIT A

Apply a Conditional Use Permit to allow outdoor recreational activities within General Retail (GR) zoning subject to the concept plan (EXHIBIT B) and plan of operation (EXHIBIT C)

Legal description as follows:

BEING a 1.292-acre tract out of the remainder of Lot 3, Block A, Section 10. RADFORD HILLS ADDITION, City of Abilene, Taylor County, Texas as shown on the plat of said addition recorded in Cabinet 2, Slide 215C, Plat Records, Taylor County, Texas. Said 1.292-acre tract is more particularly described in metes and bounds as follows:

BEGINNING at a point being the southeast corner of said Lot 3, same being the intersection of the northerly right-of-way line of Ruswood Drive (60' width) and the westerly right-of-way line of Bruce Way (60' width).

THENCE northerly along said westerly right-of-way line of Bruce Way, a curve to the right having a radius of 202.34 feet, a delta angle of 17º52'32", and subtended by a chord bearing N15º06'41"W 62.87 feet, a curve length of 63.13 feet to a point being the end of said curve and said point being the intersection of said westerly right-of-way line with the south right-of-way line of Shanna Lane, 25 feet width, as shown on the replat recorded in Cabinet 1, Slide 453 of said Plat Records;

THENCE WEST along said south right-of-way line of Shanna Lane, where further extension thereof is shown on the replat recorded in Cabinet 1, Slide 492 of said Plat Records, at 159.97 feet pass the southwest corner of said Shanna Lane and the southeast corner of a 0.610-acre tract described in a Warranty Deed to Graham Abilene, LP recorded in Instrument No. 2023-16613, Official Public Records, Taylor County, Texas, and continuing along the south line of said 0.610-acre tract, a total distance of 184.97 feet to the southwest corner of said 0.610-acre tract and an interior corner of this tract;

THENCE NORTH 45.00 feet along the west line of said 0.610-acre tract to a point being the on the easterly extension of the north face of the existing building located at 1200 Ruswood Drive;

THENCE WEST 46.80 feet (approximately) along the north line of this tract and said easterly extension of said building face to a point being the northeast corner of said existing building;

THENCE SOUTH 110.00 feet (approximately) along the east face of said existing building to a point for the southeast corner of said existing building;

THENCE WEST 91.00 feet (approximately) along the south face of said existing building to the southwest corner of said existing building;

THENCE SOUTH 218.30 feet over and across said Lot 3 to a point in said northerly right-of-way line of said Ruswood Drive, the southerly line of said Lot 3, and said point being the southwest corner of this tract and the beginning of a curve to the left having a radius of 1324.06 feet, a delta angle of 10º37'05", a curve length of 245.38 feet and subtended by a chord which bears N58º32'33"E 245.03 feet;

THENCE easterly along said northerly right-of-way line and southerly lot line and curve to the left, said curve length of 245.38 feet to a point being the end of said curve to the left;
THENCE N53º14'00"E 121.15 feet along said northerly right-of-way line and said southerly lot line to a point being the beginning of a curve to the right having a radius of 399.06 feet, a delta angle of 5º43'18", a curve length of 39.85 feet and subtended by a chord which bears N56º05'39"E 39.83 feet;

THENCE easterly along said northerly right-of-way line, said southerly lot line, and curve to the right, said curve length of 39.85 feet to said POINT OF BEGINNING and containing 1.292 acre of land, or 56298 square feet, more or less.

Located at 1200 Ruswood Drive.

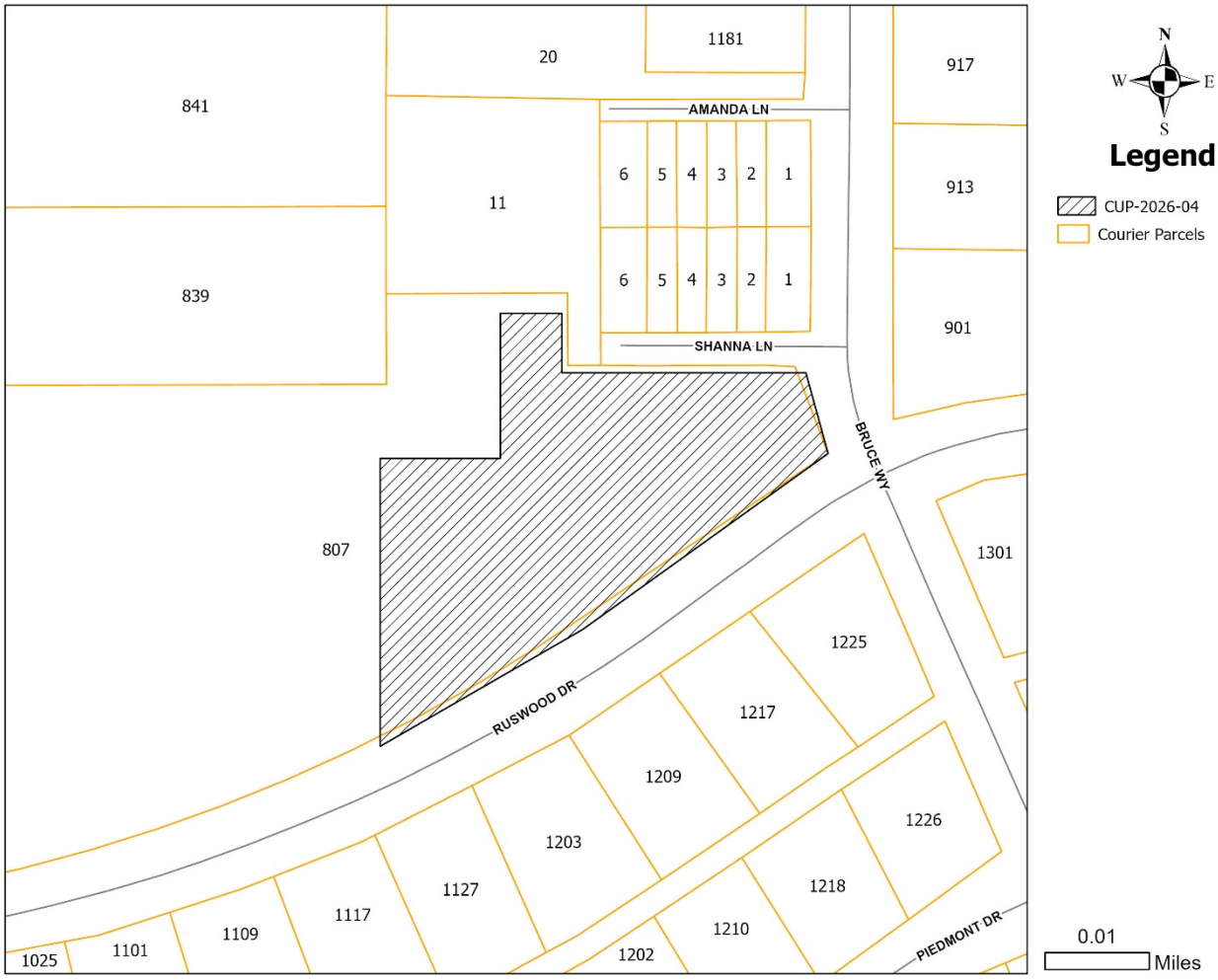


EXHIBIT B


NORTH
GRAPHIC SCALE
1"=40'
SHANNA LANE
BRUCE WAY
RUSSWOOD
1200 RUSSWOOD
ZONING EXHIBIT
IF NOT ONE INCH IN LENGTH ON ORIGINAL DRAWING
CHECK SCALE & ADJUST ACCORDINGLY
JACOB
MARTIN
© 2026 Microsoft Corporation © 2026 Maxar ©CNES (2026) Distribution Airbus DS

EXHIBIT C

CUP Plan of Operation

• Hours of Operation; 7:00am – 10:00pm M-S, 1:00pm – 9:00pm Sunday.
• Days of Operation; Monday - Sunday
• Will the use be conducted indoors or have any outdoor operations; Outdoor courts on what is currently parking lot.
• Will the use have any unique characteristics that need to be stipulated in the request? Fenced and lit. Parking lot currently has lights, and ours will be lower and angled down at the courts instead of flooding the area.

We will be building outdoor pickleball courts on top of an existing parking lot. It will be fenced on all sides, and the fence will also have vinyl wind blockers installed from the ground to the top of the fence. This will help block sound and light. There are no planned uses besides playing pickleball on these courts.

• Fencing, landscaping, or buffer yards; As described above
• Limiting the hours or days of operation; All outdoor play will cease by 10:00pm.
• Noise mitigation; Vinyl wind blockers will mitigate noise and light.

Nearby property owners currently see an abandoned parking lot/strip mall. We are helping revitalize the area (in conjunction with other improvements that the landlord is undertaking on the property) and providing a fun new entertainment venue that is accessible to families and people of all ages and abilities. This will also bring 20-30 entry level jobs to the area that can be filled by high-schoolers up to retirees, and anyone in between, as well as several professional/career level career opportunities. It is reasonable to believe that many of these jobs will be filled with residents that live in the properties nearby.

END

ZONING CASE CUP-2026-04 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: March 3, 2026
City Council 1st Read: March 26, 2026
City Council 2nd Read: April 9, 2026

Applicant
Owner: Ryan Connor
Agent: Jacob & Martin, LLC

Case Manager
Clarissa Ivey – Planner

Request
A Conditional Use Permit to allow outdoor recreational activities (Pickleball Courts).

Location
Located at 1200 Ruswood Dr

Legal Description Being 1.292-Acre Tract Out Of The Remainder Of Lot 3, Block A, Section 10. Radford Hills Addition, Abilene, Taylor County, Texas.

Background
The subject property is zoned General Retail and has been home to a shopping center since 1977. A variety of uses such as retail, office, and restaurants have been part of this development.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	MF	Residential
East	PD	Residential
South	MD	Residential
West	GR	Shopping center

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 intent of the General Retail zoning district. The proposed use of outdoor recreational activities will provide a mix to the activities that are needed to serve the community.
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.

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 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.**
To minimize adverse effects, the applicant is establishing hours of operation. City staff is recommending that the applicant also implement noise mitigation measures.
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 February 13, 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
841 N JUDGE ELY LP	29896	20 AMANDA LN	F
841 N JUDGE ELY LP	207965	841 N JUDGE ELY BL	F
ABILENE TEACHERS FEDERAL	99534	1181 EN 10TH ST	
BLACK ELLIS LEON & ELENA	31757	1217 RUSWOOD DR	
BLACK ELLIS LEON & ELENA	31757	1219 RUSWOOD DR	
BLAIR THOMAS J & VICKI L	31630	1209 RUSWOOD DR	
BLAIR THOMAS J & VICKI L	31630	1211 RUSWOOD DR	

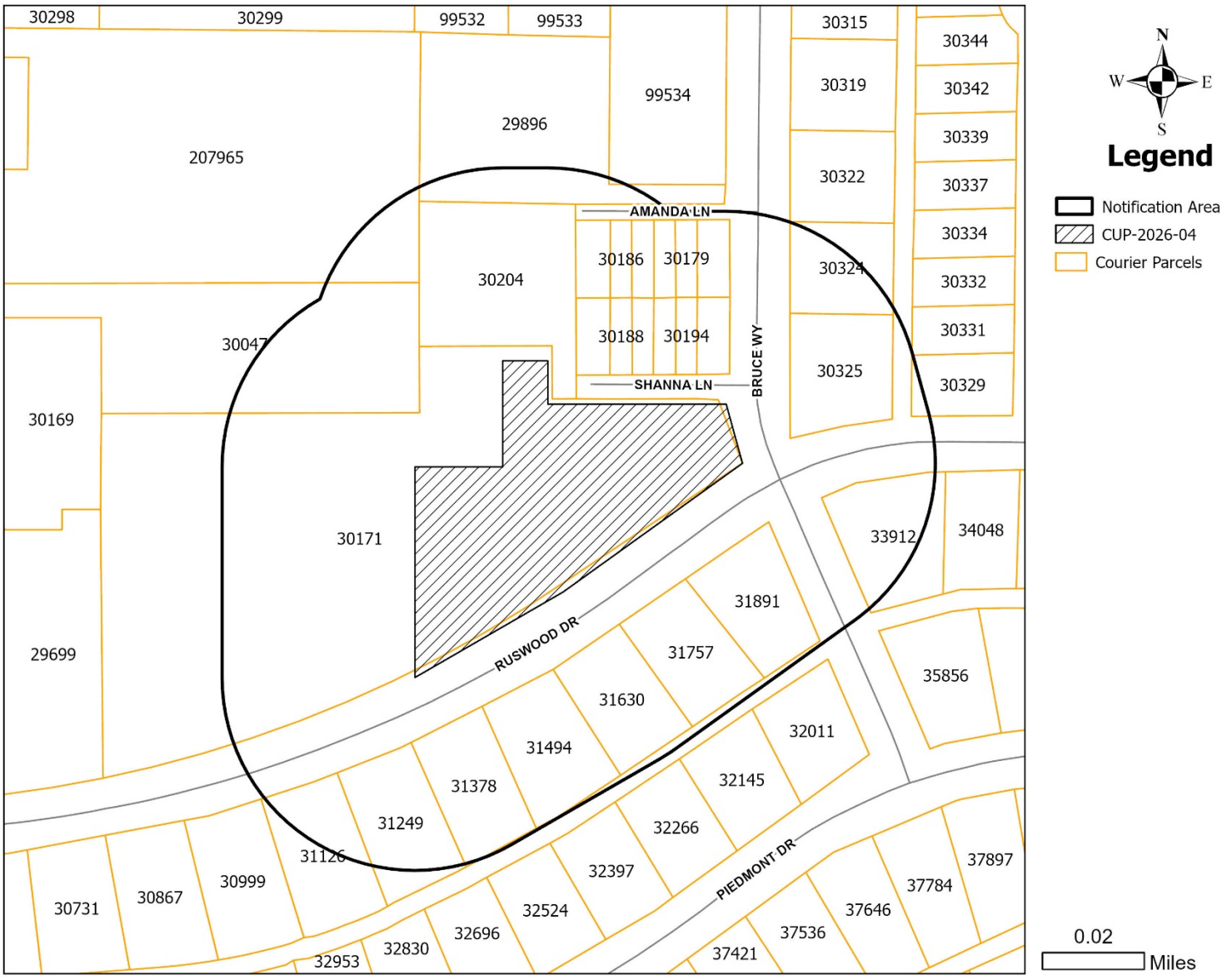
GOULD WILLIAM & IVY	30329	902 RUSWOOD CR	
GRAHAM ABILENE LP	30047	839 N JUDGE ELY BL	F
GRAHAM ABILENE LP	30047	837 N JUDGE ELY BL	F
GRAHAM ABILENE LP	30047	831 N JUDGE ELY BL	F
GRAHAM ABILENE LP	30047	835 N JUDGE ELY BL	F
GRAHAM ABILENE LP	30171	807 N JUDGE ELY BL	F
GRAHAM ABILENE LP	30171	1150 RUSWOOD DR	F
GRAHAM ABILENE LP	30171	1142 RUSWOOD DR	F
GRAHAM ABILENE LP	30171	801 N JUDGE ELY BL	F
GRAHAM ABILENE LP	30171	1110 RUSWOOD DR	F
GRAHAM ABILENE LP	30171	1146 RUSWOOD DR	F
GRAHAM ABILENE LP	30171	809 N JUDGE ELY BL	F
GRAHAM ABILENE LP	30171	1128 RUSWOOD DR	F
GRAHAM ABILENE LP	30171	1200 RUSWOOD DR	F
GRAHAM ABILENE LP	30171	821 N JUDGE ELY BL	F
GRAHAM ABILENE LP	30171	829 N JUDGE ELY BL	F
GRAHAM ABILENE LP	30204	11 SHANNA LN	F
HARTLEY JENNIFER	33912	1301 RUSWOOD DR	
LINDSEY BOB	31494	1203 RUSWOOD DR	
LINDSEY BOB	31494	1201 RUSWOOD DR	
M & M2 ENTERPRISES LLC	30325	901 BRUCE WY	F
M & M2 ENTERPRISES LLC	30325	907 BRUCE WY	F
M & M2 ENTERPRISES LLC	30325	903 BRUCE WY	F
M & M2 ENTERPRISES LLC	30325	905 BRUCE WY	F
MC CORKLE EDDIE DALE &	31126	1109 RUSWOOD DR	
MC CORKLE EDDIE DALE &	31126	1111 RUSWOOD DR	
METZGER RITCHIE PAUL & TRANG KIM	31891	1225 RUSWOOD DR	
METZGER RITCHIE PAUL & TRANG KIM	31891	810 BRUCE WY	
PIERCE RICHARD A	30324	913 BRUCE WY	
PIERCE RICHARD A	30324	911 BRUCE WY	
PIERCE RICHARD A	30324	909 BRUCE WY	
PIERCE RICHARD A	30324	915 BRUCE WY	
SPARKS SHARON	30176	1 AMANDA LN	
SPARKS SHARON	30179	2 AMANDA LN	
SPARKS SHARON	30181	3 AMANDA LN	
SPARKS SHARON	30182	4 AMANDA LN	
SPARKS SHARON	30186	5 AMANDA LN	
SPARKS SHARON	30188	5 SHANNA LN	
SPARKS SHARON	30189	4 SHANNA LN	
SPARKS SHARON	30191	3 SHANNA LN	
SPARKS SHARON	30194	2 SHANNA LN	
SPARKS SHARON	30196	1 SHANNA LN	
SPARKS SHARON	30199	6 AMANDA LN	
SPARKS SHARON	30201	6 SHANNA LN	
STANTON ANDY & CRISTI CHARECE	31249	1117 RUSWOOD DR	
STANTON ANDY & CRISTI CHARECE	31249	1119 RUSWOOD DR	
TUCKER GARY DON	31378	1127 RUSWOOD DR	
TUCKER GARY DON	31378	1125 RUSWOOD DR	
WILLHOITE CHERRY	30331	904 RUSWOOD CR	

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

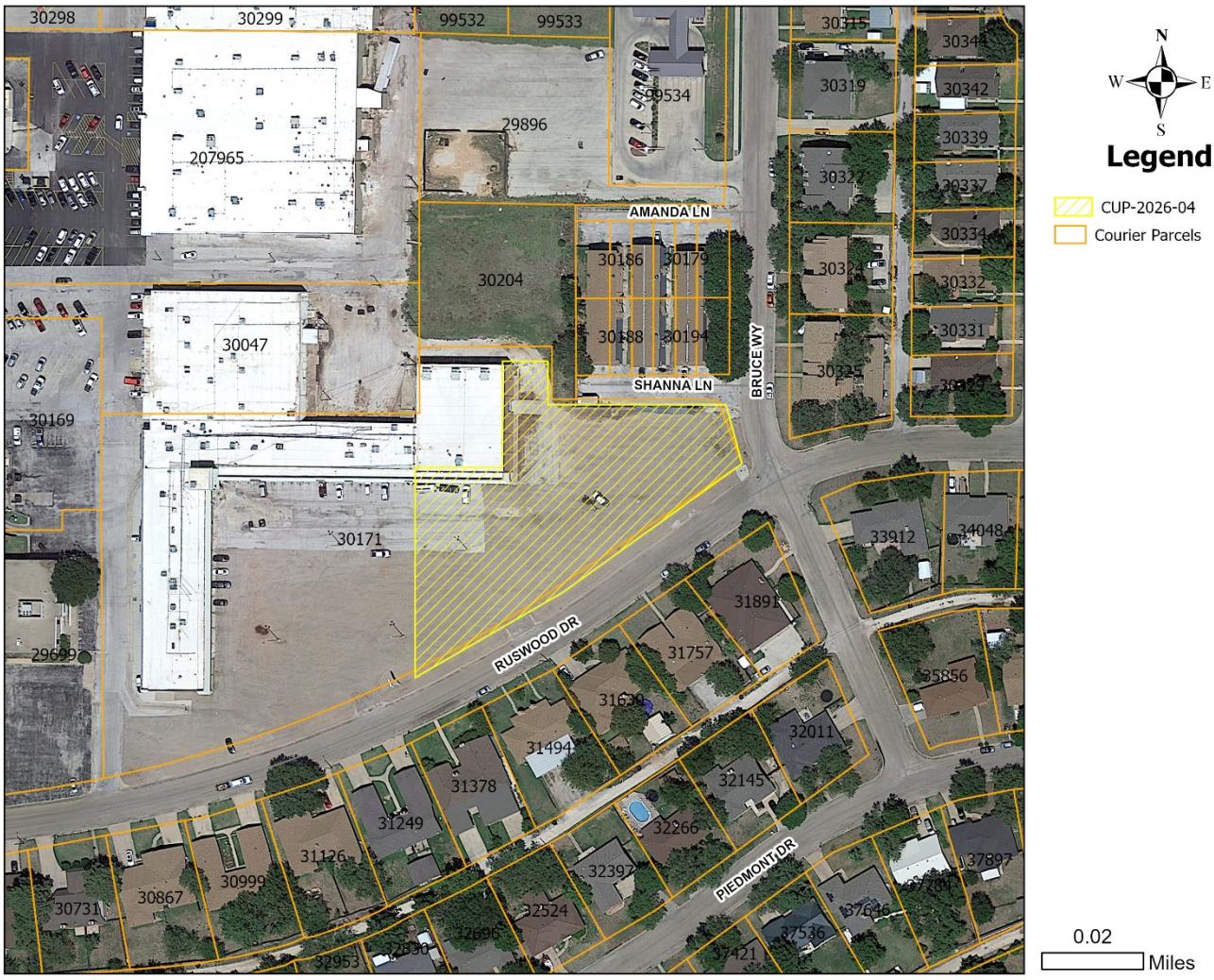
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GRAHAM ABILENE LP	30047	835 N JUDGE ELY BL	F
GRAHAM ABILENE LP	30171	807 N JUDGE ELY BL	F
GRAHAM ABILENE LP	30171	1150 RUSWOOD DR	F
GRAHAM ABILENE LP	30171	1142 RUSWOOD DR	F
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GRAHAM ABILENE LP	30171	1128 RUSWOOD DR	F
GRAHAM ABILENE LP	30171	1200 RUSWOOD DR	F
GRAHAM ABILENE LP	30171	821 N JUDGE ELY BL	F
GRAHAM ABILENE LP	30171	829 N JUDGE ELY BL	F
SPARKS SHARON	30176	1 AMANDA LN	
SPARKS SHARON	30179	2 AMANDA LN	
SPARKS SHARON	30181	3 AMANDA LN	
SPARKS SHARON	30182	4 AMANDA LN	
SPARKS SHARON	30186	5 AMANDA LN	
SPARKS SHARON	30188	5 SHANNA LN	
SPARKS SHARON	30189	4 SHANNA LN	
SPARKS SHARON	30191	3 SHANNA LN	
SPARKS SHARON	30194	2 SHANNA LN	
SPARKS SHARON	30196	1 SHANNA LN	
SPARKS SHARON	30199	6 AMANDA LN	
SPARKS SHARON	30201	6 SHANNA LN	
GRAHAM ABILENE LP	30204	11 SHANNA LN	F
PIERCE RICHARD A	30324	913 BRUCE WY	
PIERCE RICHARD A	30324	911 BRUCE WY	
PIERCE RICHARD A	30324	909 BRUCE WY	
PIERCE RICHARD A	30324	915 BRUCE WY	
M & M2 ENTERPRISES LLC	30325	901 BRUCE WY	F
M & M2 ENTERPRISES LLC	30325	907 BRUCE WY	F
M & M2 ENTERPRISES LLC	30325	903 BRUCE WY	F
M & M2 ENTERPRISES LLC	30325	905 BRUCE WY	F
GOULD WILLIAM & IVY	30329	902 RUSWOOD CR	
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TUCKER GARY DON	31378	1127 RUSWOOD DR	
TUCKER GARY DON	31378	1125 RUSWOOD DR	
LINDSEY BOB	31494	1203 RUSWOOD DR	

LINDSEY BOB	31494	1201 RUSWOOD DR	
BLAIR THOMAS J & VICKI L	31630	1209 RUSWOOD DR	
BLAIR THOMAS J & VICKI L	31630	1211 RUSWOOD DR	
BLACK ELLIS LEON & ELENA	31757	1217 RUSWOOD DR	
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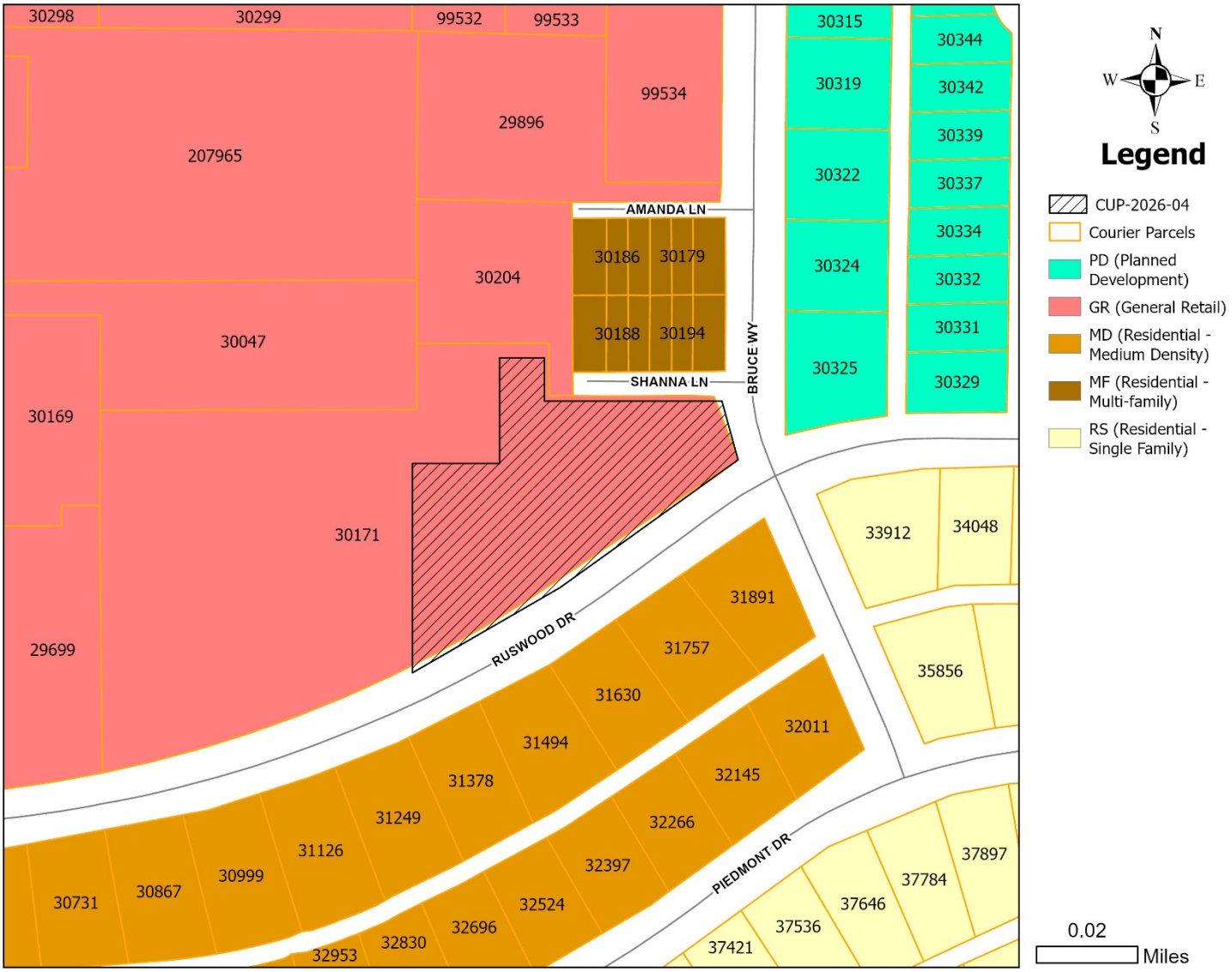
NOTIFICATION MAP



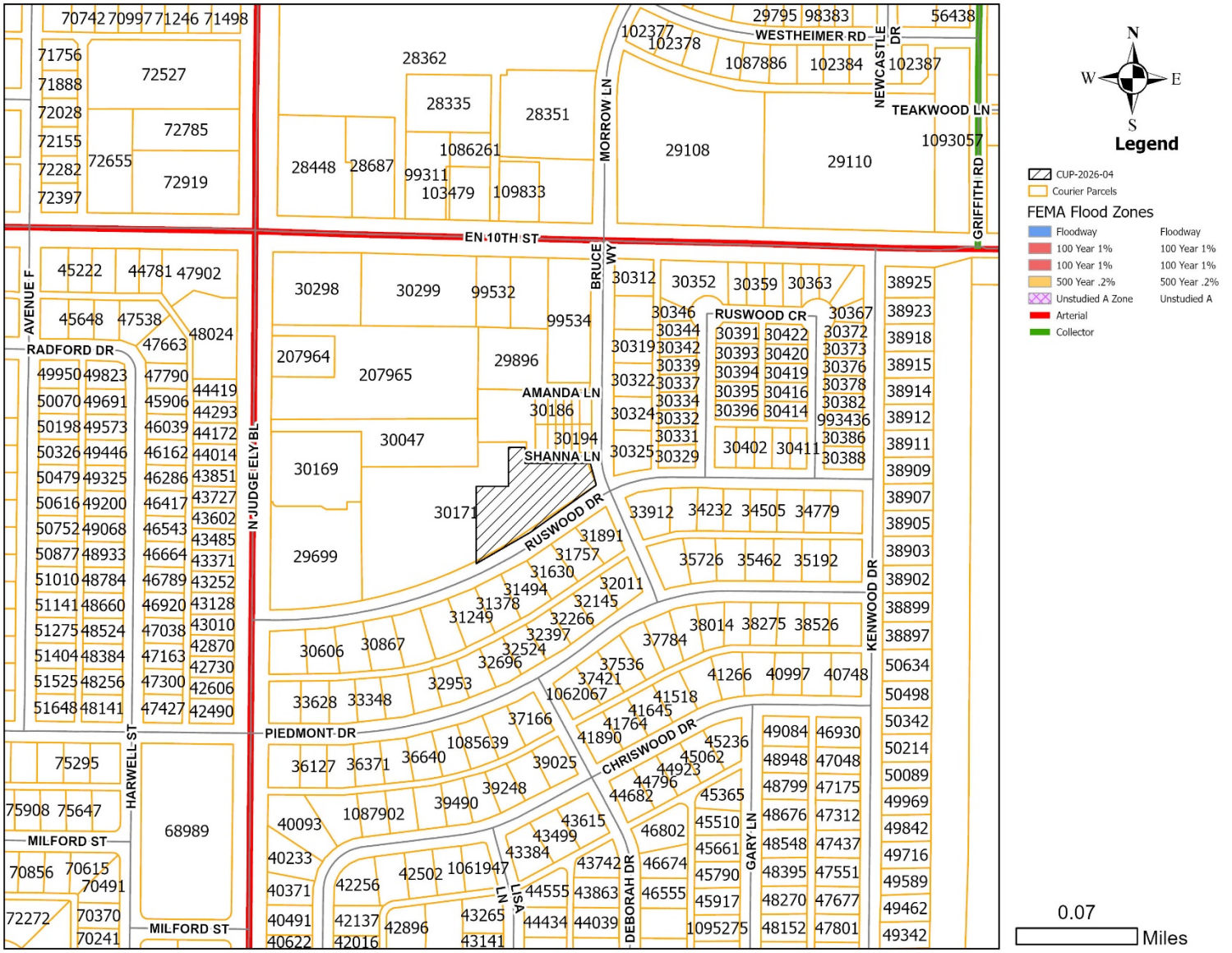
LOCATION MAP



ZONING MAP


30298
30299
99532
99533
99534
29896
207965
AMANDA LN
30186
30179
30204
30188
30194
SHANNA LN
BRUCE WY
30315
30319
30322
30324
30325
30344
30342
30339
30337
30334
30332
30331
30329
30047
30169
30171
29699
RUSWOOD DR
31891
31757
31630
31494
31378
31249
31126
30999
30867
30731
32011
32145
32266
32397
32524
32696
32830
32953
PIEDMONT DR
33912
34048
35856
37897
37784
37646
37536
37421
N
W
E
S
Legend
CUP-2026-04
Courier Parcels
PD (Planned Development)
GR (General Retail)
MD (Residential - Medium Density)
MF (Residential - Multi-family)
RS (Residential - Single Family)
0.02
Miles

FLOOD MAP


N
W
E
S
Legend
CUP-2026-04
Courier Parcels
FEMA Flood Zones
Floodway
100 Year 1%
100 Year 1%
500 Year .2%
Unstudied A Zone
Arterial
Collector
Floodway
100 Year 1%
100 Year 1%
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E 10TH ST
WESTHEIMER RD
TEAKWOOD LN
MORROW LN
NEWCASTLE DR
GRIFFITH RD
BRUCE WY
AVENUE F
RADFORD DR
N JUDGE ELY BL
AMANDA LN
SHANNA LN
RUSWOOD DR
RUSWOOD CR
KENWOOD DR
PIEDMONT DR
CHRISWOOD DR
GARY LN
DEBORAH DR
LISA LN
HARWELL ST
MILFORD ST
MILFORD ST

CONCEPT PLAN



CUP Plan of Operation

• Hours of Operation; 7:00am – 10:00pm M-S, 1:00pm – 9:00pm Sunday.
• Days of Operation; Monday - Sunday
• Will the use be conducted indoors or have any outdoor operations; Outdoor courts on what is currently parking lot.
• Will the use have any unique characteristics that need to be stipulated in the request? Fenced and lit. Parking lot currently has lights, and ours will be lower and angled down at the courts instead of flooding the area.

We will be building outdoor pickleball courts on top of an existing parking lot. It will be fenced on all sides, and the fence will also have vinyl wind blockers installed from the ground to the top of the fence. This will help block sound and light. There are no planned uses besides playing pickleball on these courts.

• Fencing, landscaping, or buffer yards; As described above
• Limiting the hours or days of operation; All outdoor play will cease by 10:00pm.
• Noise mitigation; Vinyl wind blockers will mitigate noise and light.

Nearby property owners currently see an abandoned parking lot/strip mall. We are helping revitalize the area (in conjunction with other improvements that the landlord is undertaking on the property) and providing a fun new entertainment venue that is accessible to families and people of all ages and abilities. This will also bring 20-30 entry level jobs to the area that can be filled by high-schoolers up to retirees, and anyone in between, as well as several professional/career level career opportunities. It is reasonable to believe that many of these jobs will be filled with residents that live in the properties nearby.



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Plot Date: 2/12/2026 2:00 PM
Plotted by: damon butterfass
Save Time: 2/11/2026 6:09 PM
Saved By: dbutterfass
X:\CM_Ryan_Connor\26103 - Radford Hills Pickleball - Ryan Connor\Drafting_Preliminary\26103 - Concept01.dwg

3465 Curry Lane Abilene, Texas
325-695-1070 www.jacobmartin.com
Firm # 10194493

METES AND BOUNDS DESCRIPTION
PROPOSED "CUP" ZONING TRACT
CITY OF ABILENE
TAYLOR COUNTY, TEXAS

BEING a 1.292-acre tract out of the remainder of Lot 3, Block A, Section 10. RADFORD HILLS ADDITION, City of Abilene, Taylor County, Texas as shown on the plat of said addition recorded in Cabinet 2, Slide 215C, Plat Records, Taylor County, Texas. Said 1.292-acre tract is more particularly described in metes and bounds as follows:

BEGINNING at a point being the southeast corner of said Lot 3, same being the intersection of the northerly right-of-way line of Ruswood Drive (60' width) and the westerly right-of-way line of Bruce Way (60' width).

THENCE northerly along said westerly right-of-way line of Bruce Way, a curve to the right having a radius of 202.34 feet, a delta angle of 17º52'32", and subtended by a chord bearing N15º06'41"W 62.87 feet, a curve length of **63.13 feet** to a point being the end of said curve and said point being the intersection of said westerly right-of-way line with the south right-of-way line of Shanna Lane, 25 feet width, as shown on the replat recorded in Cabinet 1, Slide 453 of said Plat Records;

THENCE WEST along said south right-of-way line of Shanna Lane, where further extension thereof is shown on the replat recorded in Cabinet 1, Slide 492 of said Plat Records, at 159.97 feet pass the southwest corner of said Shanna Lane and the southeast corner of a 0.610-acre tract described in a Warranty Deed to Graham Abilene, LP recorded in Instrument No. 2023-16613, Official Public Records, Taylor County, Texas, and continuing along the south line of said 0.610-acre tract, **a total distance of 184.97 feet** to the southwest corner of said 0.610-acre tract and an interior corner of this tract;

THENCE NORTH 45.00 feet along the west line of said 0.610-acre tract to a point being the on the easterly extension of the north face of the existing building located at 1200 Ruswood Drive;

THENCE WEST 46.80 feet (approximately) along the north line of this tract and said easterly extension of said building face to a point being the northeast corner of said existing building;

THENCE SOUTH 110.00 feet (approximately) along the east face of said existing building to a point for the southeast corner of said existing building;

THENCE WEST 91.00 feet (approximately) along the south face of said existing building to the southwest corner of said existing building;

THENCE SOUTH 218.30 feet over and across said Lot 3 to a point in said northerly right-of-way line of said Ruswood Drive, the southerly line of said Lot 3, and said point being the southwest corner of this tract and the beginning of a curve to the left having a radius of 1324.06 feet, a delta angle of 10º37'05", a curve length of 245.38 feet and subtended by a chord which bears N58º32'33"E 245.03 feet;

THENCE easterly along said northerly right-of-way line and southerly lot line and curve to the left, said curve length of **245.38 feet** to a point being the end of said curve to the left;

THENCE N53º14'00"E 121.15 feet along said northerly right-of-way line and said southerly lot line to a point being the beginning of a curve to the right having a radius of 399.06 feet, a delta angle of 5º43'18", a curve length of 39.85 feet and subtended by a chord which bears N56º05'39"E 39.83 feet;

THENCE easterly along said northerly right-of-way line, said southerly lot line, and curve to the right, said curve length **of 39.85 feet** to said **POINT OF BEGINNING** and containing 1.292 acre of land, or 56298 square feet, more or less.

ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2026-04

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your name and address. All responses must be received within 5 days of the meeting to be placed in the agenda packet. Please mail the response form to:

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

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

Requestor's Property Zoning:	GR	Your Name:	GRAHAM ABILENE LP	I am in favor ☑
Requestor's Proposed Zoning:	GR/CUP	Your Address:	839 N JUDGE ELY BL	
Requestor's Parcel ID:	30171	Your Parcel ID:	30047	I am opposed ☐

Signature: _____

ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2026-04

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your name and address. All responses must be received within 5 days of the meeting to be placed in the agenda packet. Please mail the response form to:

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

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

Requestor's Property Zoning:	GR	Your Name:	GRAHAM ABILENE LP	I am in favor ☑
Requestor's Proposed Zoning:	GR/CUP	Your Address:	11 SHANNA LN	
Requestor's Parcel ID:	30171	Your Parcel ID:	30204	I am opposed ☐

Signature: _____

ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2026-04

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your name and address. All responses must be received within 5 days of the meeting to be placed in the agenda packet. Please mail the response form to:

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

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

Requestor's Property Zoning:	GR	Your Name:	841 N JUDGE ELY LP	I am in favor ☑
Requestor's Proposed Zoning:	GR/CUP	Your Address:	841 N JUDGE ELY BL	
Requestor's Parcel ID:	30171	Your Parcel ID:	207965	I am opposed ☐

Signature: _____

ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2026-04

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your name and address. All responses must be received within 5 days of the meeting to be placed in the agenda packet. Please mail the response form to:

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

FEB 24 AM11:03

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

Requestor's Property Zoning:	GR	Your Name:	M & M2 ENTERPRISES	I am in favor ☒
Requestor's Proposed Zoning:	GR/CUP	Your Address:	901 BRUCE WY	
Requestor's Parcel ID:	30171	Your Parcel ID:	30325	I am opposed ☐



Ms. Margaret N. Pittman
1014 Simpson Dr
Mineral Wells, TX 76067

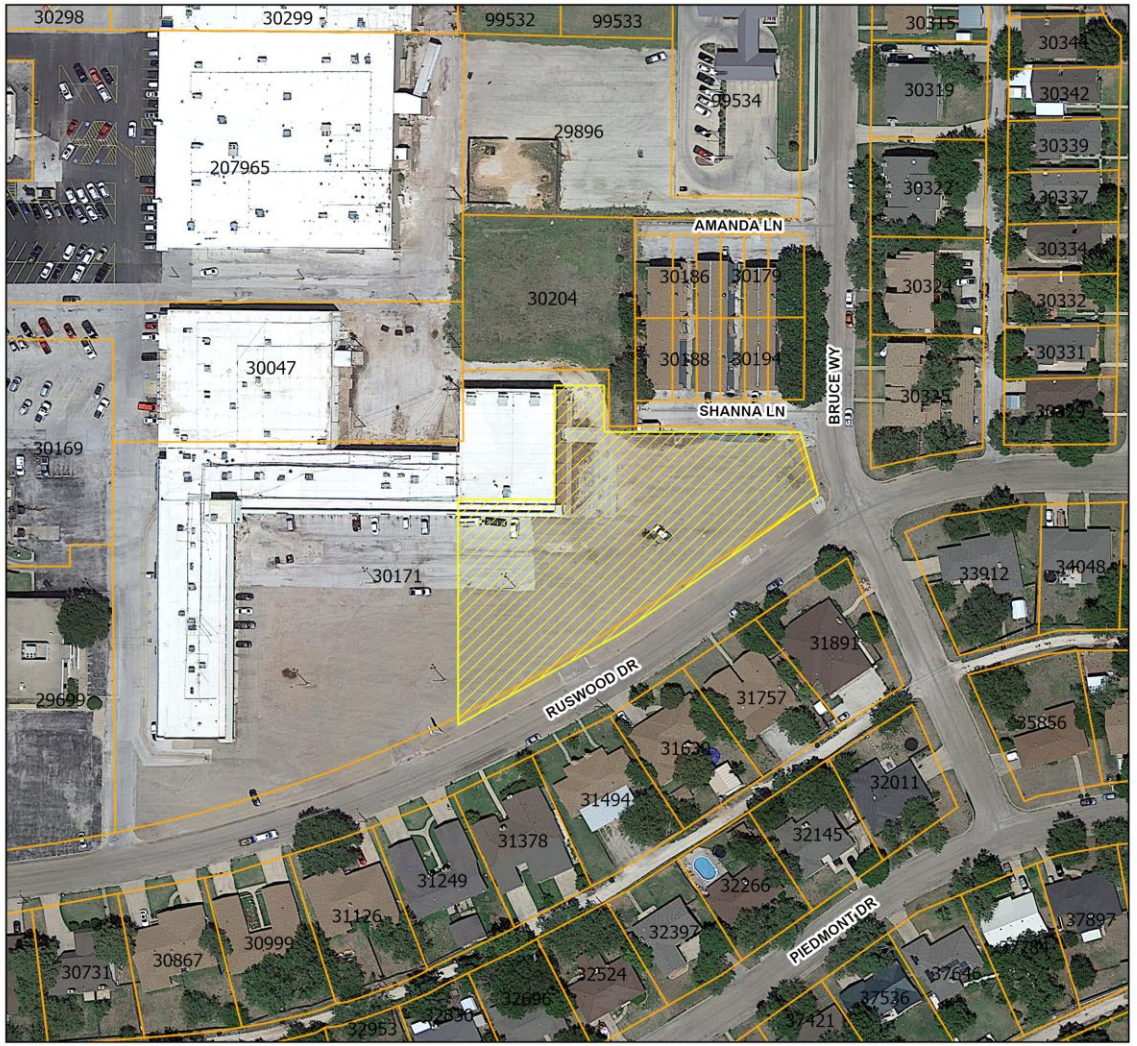
ıre: Margaret N. Pittman

CONDITIONAL USE PERMIT

Case:	CUP-2026-04
Owner:	Ryan Connor
Agent:	Jacob & Martin, LLC
Request:	A Conditional Use Permit to allow outdoor recreational activities (Pickleball Courts)
Location:	1200 Ruswood Dr
Notification:	6 in Favor, 0 in Opposition
Planning & Zoning:	March 3, 2026
Council Hearing:	March 26, 2026
	April 9, 2026

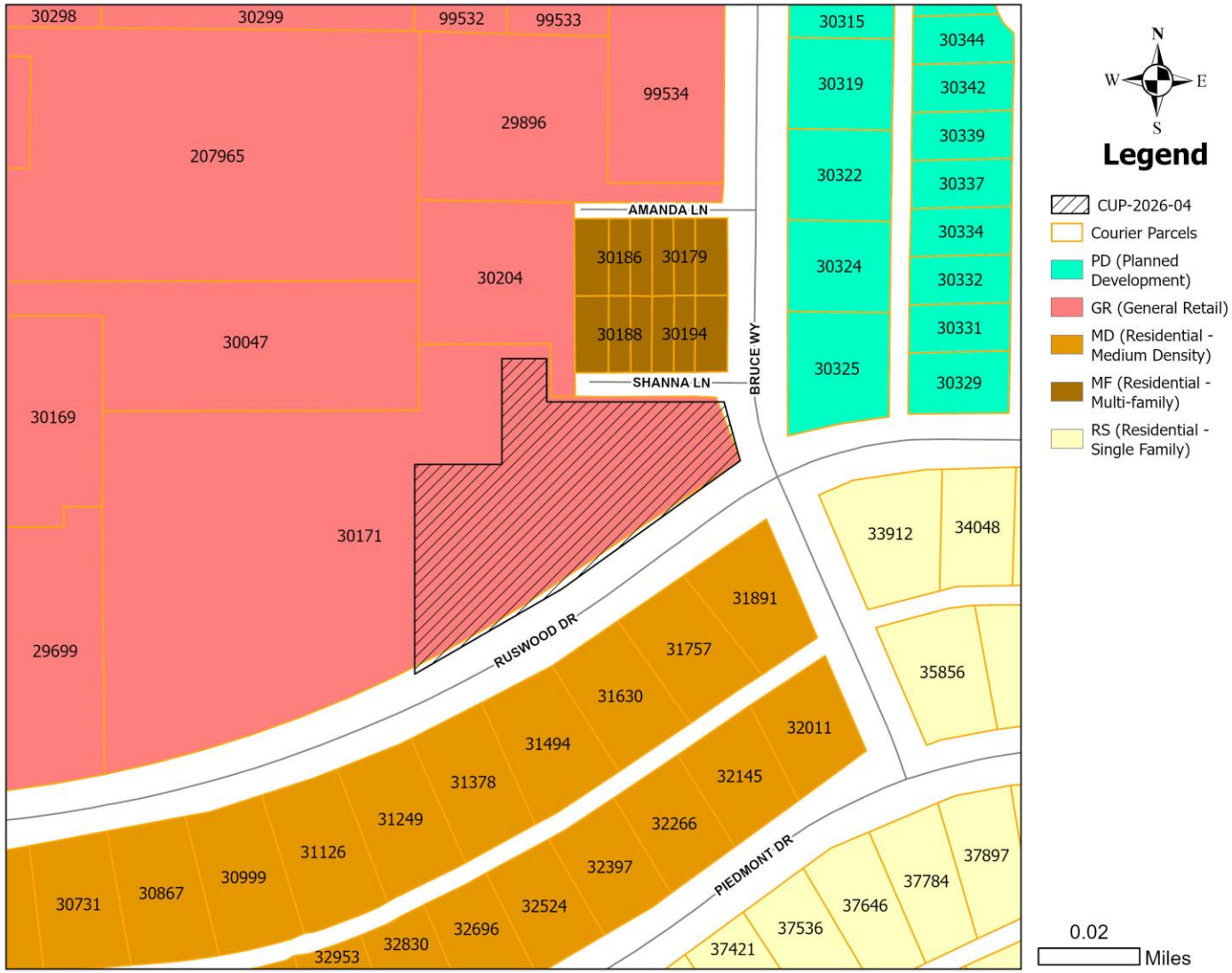
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

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

PROPERTY AND SURROUNDING VIEWS













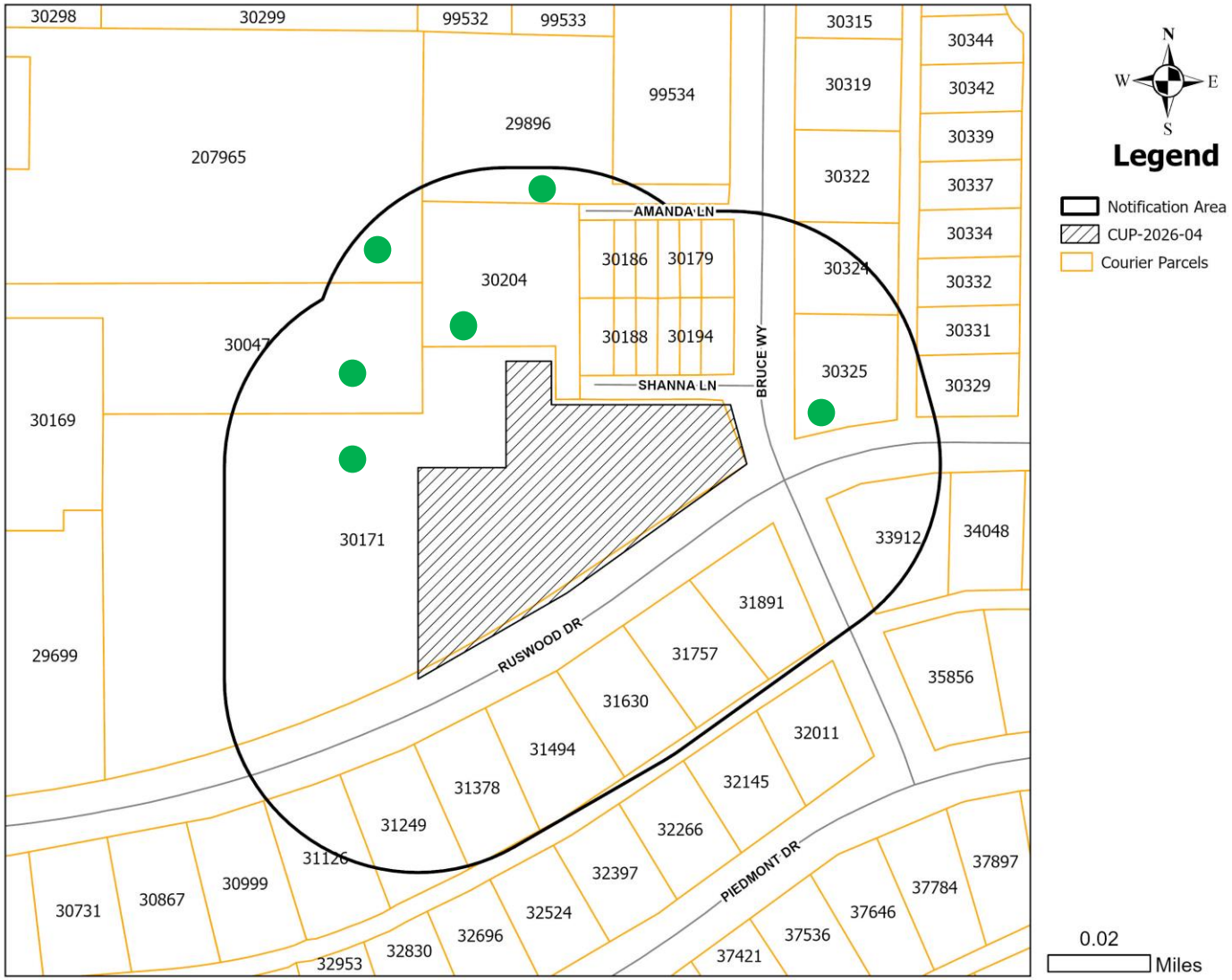
CITY OF ABILENE TEXAS

CONCEPT PLAN



CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



6 - In Favor-

0 - Opposed-

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

P&Z Recommends **approval** subject to:

- Concept plan
- Plan of operation

CITY OF ABILENE TEXAS

Questions?

CITY COUNCIL MEMORANDUM
3/26/2026

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

ITEM: **16. Ordinance (First Reading) Z-2026-08: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.074 Acres from Residential Single Family (RS-6) to General Commercial (GC) Zoning. Located at 1366 Portland Avenue. *(Tim Littlejohn)***

GENERAL INFORMATION
The subject property was annexed into the City limits in 1923. The subject property is currently being platted together with the property located to the south as well as the three parcels located to the west along Marshall St.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION
The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:
1. Ordinance
2. Staff Report
3. Metes Bounds Description
4. Presentation

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 26th day of March, 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 13th day of February, 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 9th day of April, 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 9th day of April, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

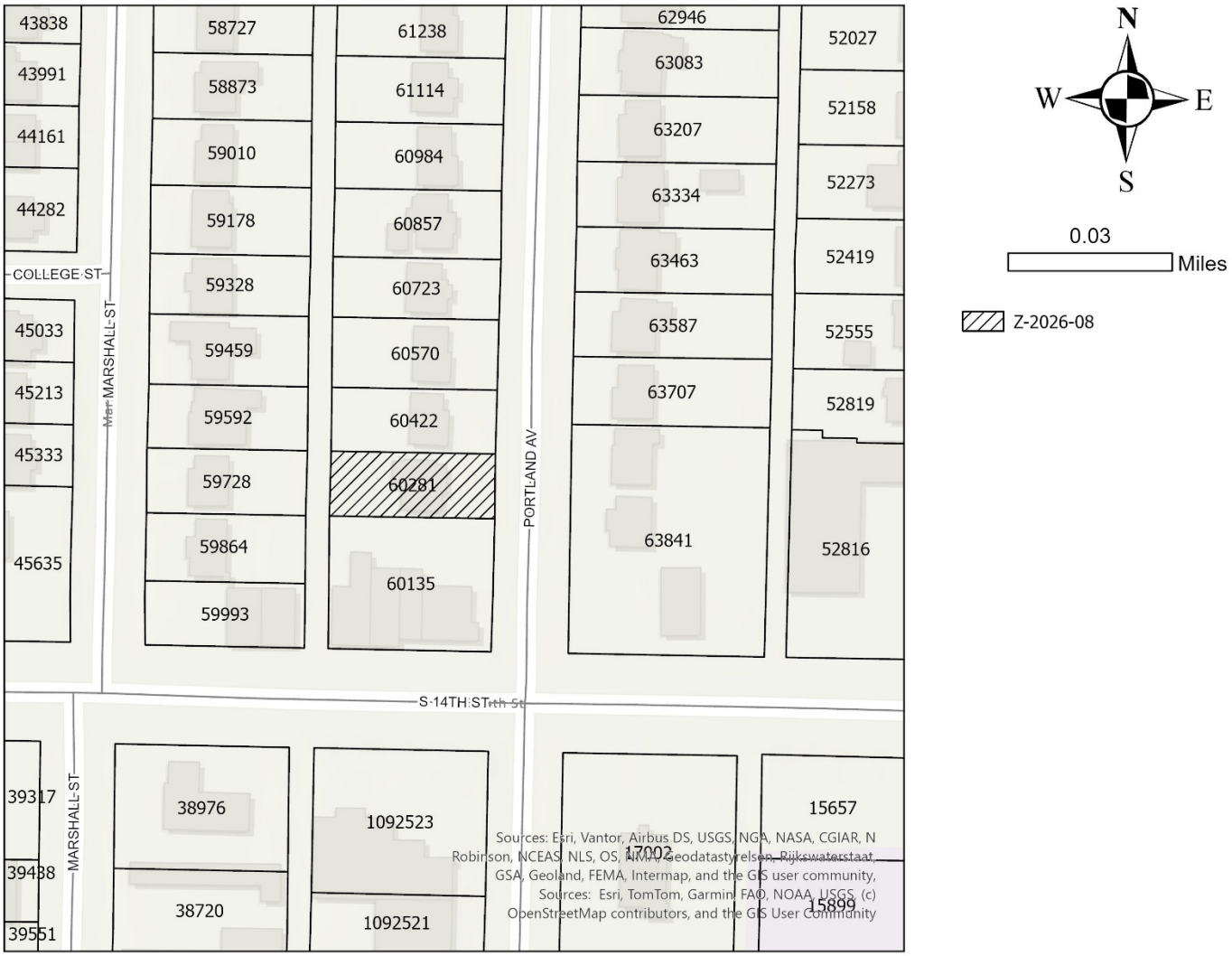
ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 0.074 acres from Residential Single Family (RS-6) to General Commercial (GC).

Legal description being approximately 0.074 acre tract out of Lots 13 and 14, Block 2, Carey Place Addition, Abilene, Taylor County, Texas.

Located at 1366 Portland Ave.



END

ZONING CASE
Z-2026-08
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: March 3, 2026
City Council 1st Reading: March 26, 2026
City Council 2nd Reading: April 9, 2026

Applicant
Agent: Jacob & Martin, LLC
Owner: Lin Wei, LLC

Case Manager
Kera Valois – Planner

Request
Change the zoning of approximately 0.074 acres from Residential Single Family (RS-6) to General Commercial (GC).

Location
Located at 1366 Portland Ave. Legal description being approximately 0.074 acre tract out of Lots 13 and 14, Block 2, Carey Place Addition, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City limits in 1923. The subject property is currently being platted together with the property located to the south as well as the three parcels located to the west along Marshall St.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	RS-6	Residence
East	GC	Taco Bell
South	GC	Retail
West	GC	Residence (Owner is Lin Wei, LLC)

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
- Metes & Bound
- Owner Authorization

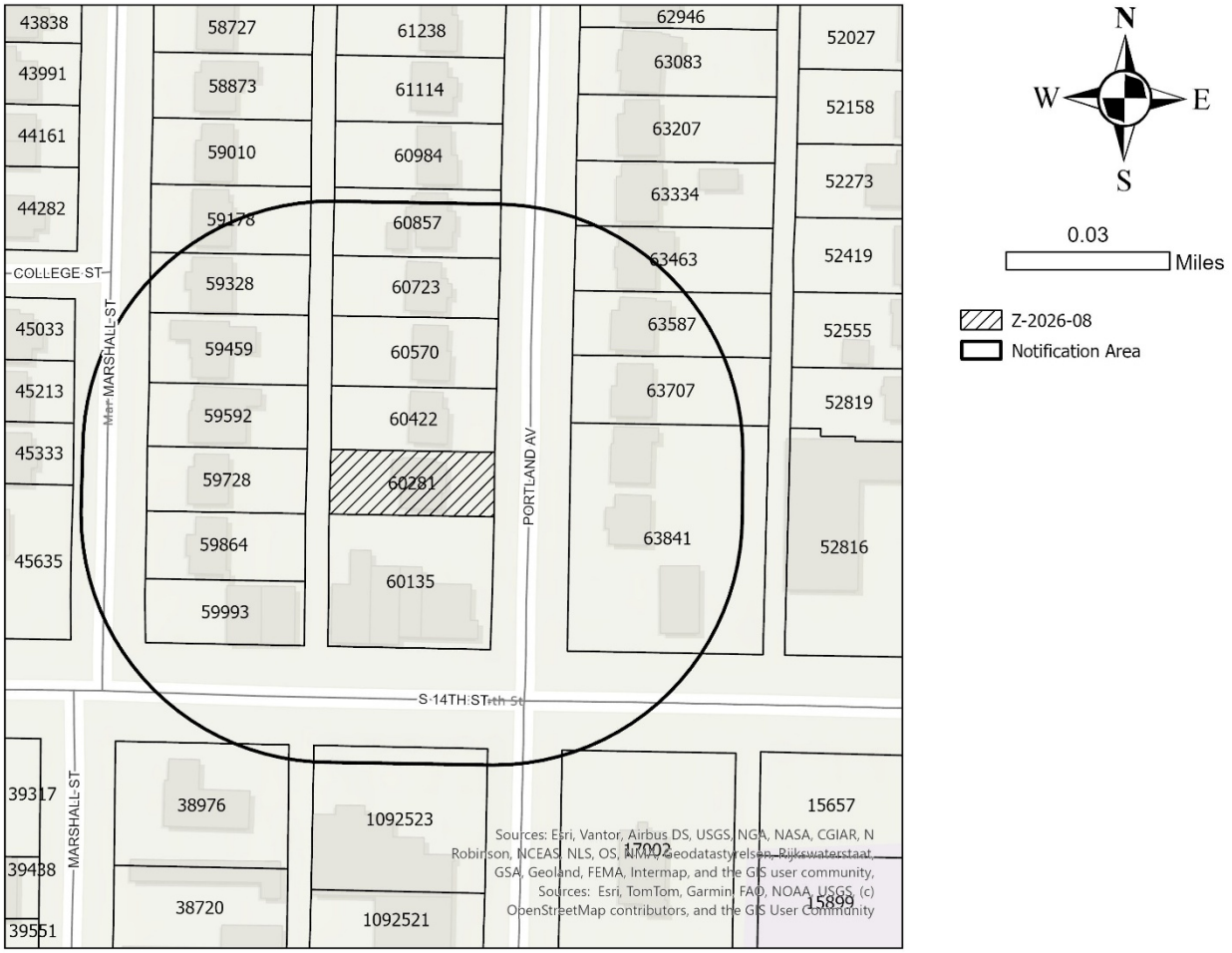
Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on February 13, 2026, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

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

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
APOLLO PROPERTIES LLC	60857	1334 PORTLAND AV	
BOWEN KENNETH D	59178	1333 MARSHALL ST	
BURTON COMMERCIAL PROPERTIES LP	63841	1357 PORTLAND AV	
BURTON COMMERCIAL PROPERTIES LP	63841	1365 PORTLAND AV	
BURTON COMMERCIAL PROPERTIES LP	63841	2528 S 14TH ST	
BURTON COMMERCIAL PROPERTIES LP	63841	2522 S 14TH ST	
BURTON COMMERCIAL PROPERTIES LP	63841	2542 S 14TH ST	
DUNCAN RANDY & DIANA	63707	1349 PORTLAND AV	
FAVOR JUDY	60723	1342 PORTLAND AV	
HAYNES PROPERTIES LLC	60570	1350 PORTLAND AV	
HMO REAL ESTATE 20 LLC	38976	2641 S 14TH ST	
HUNT ZELMA WADE LIFE EST	63334	1325 PORTLAND AV	
LWMW MANAGEMENT LLC	59993	2638 S 14TH ST	F
LWMW MANAGEMENT LLC	59993	2636 S 14TH ST	F
LWMW MANAGEMENT LLC	59728	1365 MARSHALL ST	F
LWMW MANAGEMENT LLC	59864	1373 MARSHALL ST	F
MC MURRY UNIVERSITY	17002	2525 S 14TH ST	
NELSON CONSTRUCTION LLC	63463	1333 PORTLAND AV	
PEACOCK & PEARLS PROPERTIES LLC	59328	1341 MARSHALL ST	
PEDAGREEN LLC	1092523	1410 PORTLAND AV	
SCHMIDT ROSALEE J	59592	1357 MARSHALL ST	
SHERRELL BETTY J LIFE ESTATE	63587	1341 PORTLAND AV	

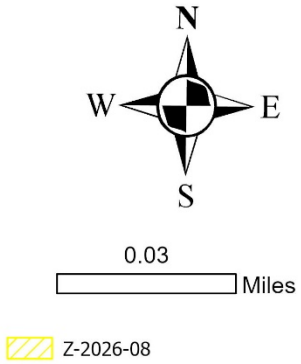
STONEHENGE INVESSTMENTS LLC	60422	1358 PORTLAND AV	
WHISENHUNT A Q	59459	1349 MARSHALL ST	
WHITTEN LARRY	60281	1341 PORTLAND AV	
WHITTEN LARRY	60135	2608 S 14TH ST	
WHITTEN LARRY	60135	2606 S 14TH ST	
WHITTEN LARRY	60135	2602 S 14TH ST	
WHITTEN LARRY	60135	2604 S 14TH ST	

NOTIFICATION MAP

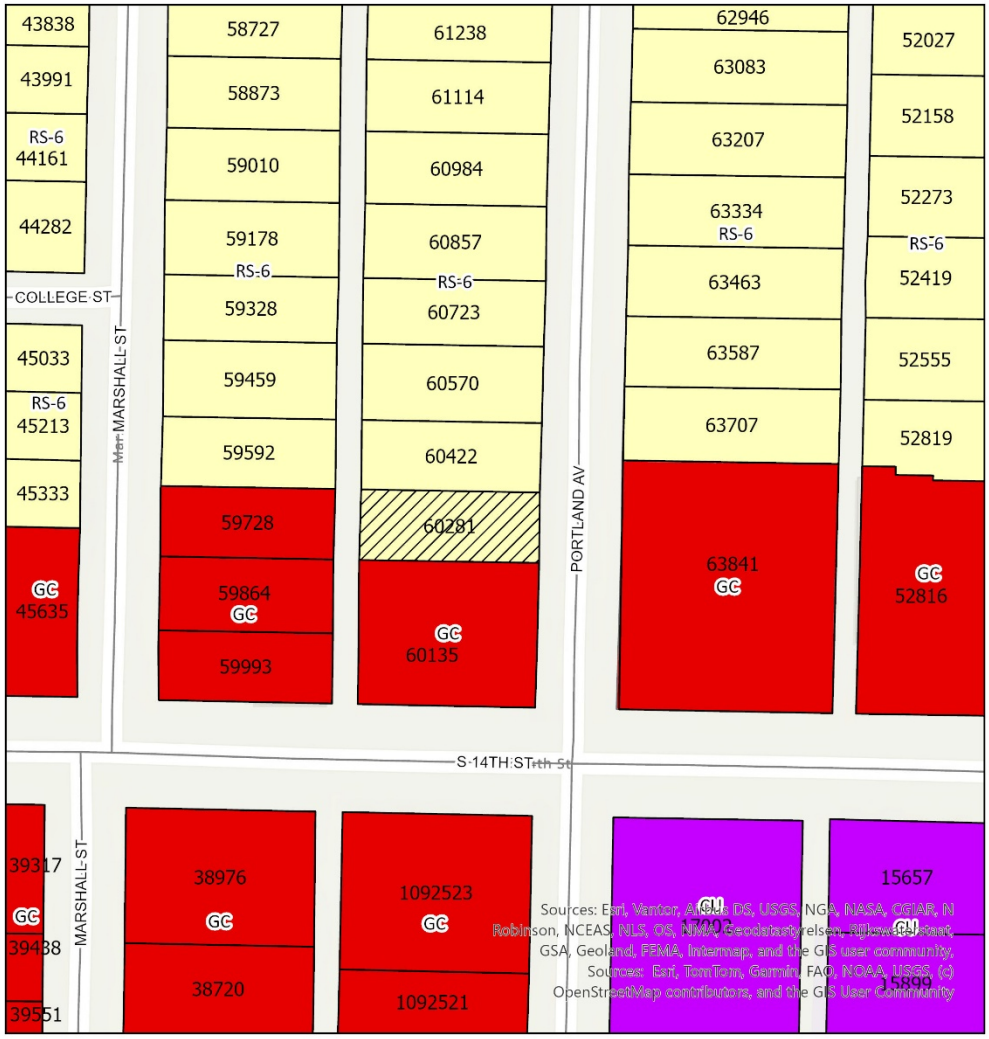


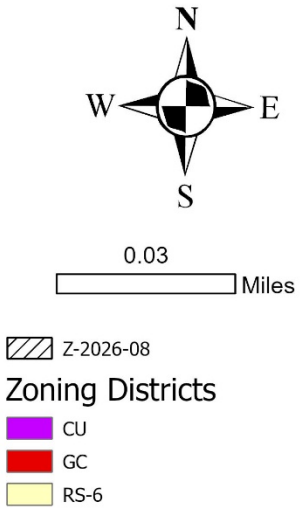
LOCATION MAP





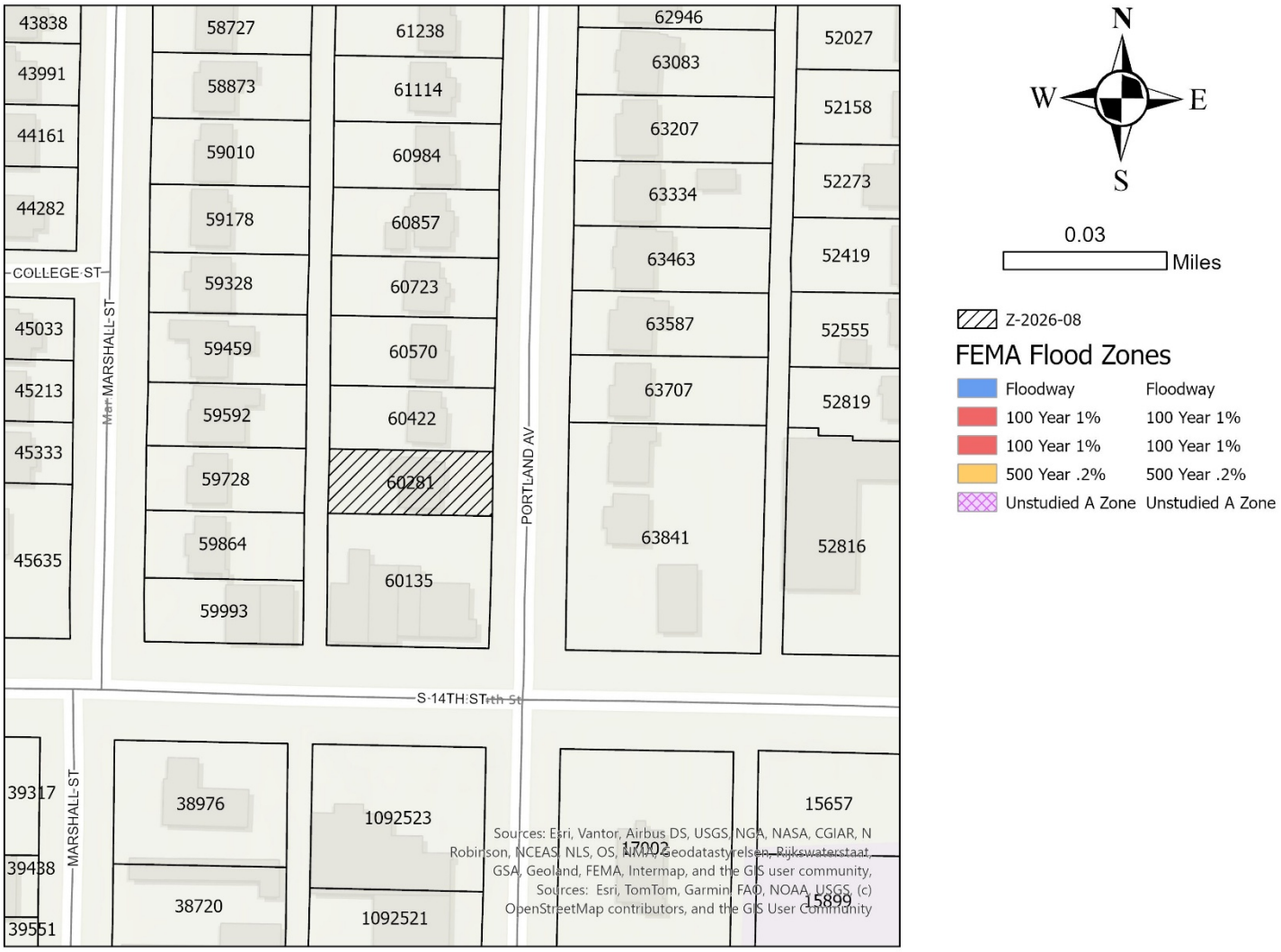
ZONING MAP





Case # Z-2026-08
February 17, 2026

FLOOD MAP


43838
43991
44161
44282
58727
58873
59010
59178
59328
59459
59592
59728
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59993
61238
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60857
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63707
63841
52027
52158
52273
52419
52555
52819
52816
45033
45213
45333
45635
COLLEGE ST
Mar MARSHALL ST
PORTLAND AV
S 14TH ST 4th St
39317
39488
39551
MARSHALL ST
38976
38720
1092523
1092521
17002
15657
15899
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community
N
W
E
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0.03
Miles
Z-2026-08
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

3465 Curry Lane Abilene, Texas
325-695-1070 www.jacobmartin.com
Firm # 10194493

METES AND BOUNDS DESCRIPTION
PROPOSED GC ZONING TRACT
CITY OF ABILENE
TAYLOR COUNTY, TEXAS

BEING a 0.074 acre tract out of Lots 13 and 14, Block 2, CAREY PLACE ADDITIION, City of Abilene, Taylor County, Texas as shown on the plat of said addition recorded in Cabinet 2, Slide 189, Plat Records, Taylor County, Texas. Said 0.074-acre tract is more particularly described in metes and bounds as follows:

COMMENCING at a found 1/2-inch rebar rod with cap stamped Chase 1901 marking the southeast corner of said Block 2, CAREY PLACE ADDITION (as well as being the southeast corner of Lot 12 of said Block 2), same being the intersection of the north right-of-way line of South 14th Street (80' width) and the west right-of-way line Portland Avenue (60' width);

THENCE N01º25'24"E along said west right-of-way line of Portland Avenue, at a called 56.46 feet pass the northeast corner of said Lot 12 and the southeast corner of said Lot 13, and continuing a total distance of 105.20 feet to the southeast corner of this described tract and **POINT OF BEGINNING**;

THENCE N88º09'31"W, over and across said Lot 13**,** at 0.44 feet pass a galvanized fence corner post**,** and continuing along a fence and south line of this tract a total distance of 131.41 **f**eet to a galvanized fence corner post marking the southwest corner of this tract;

THENCE N00º04'22"E along a fence line**,** over and across said Lot 13**,** at 6.17 feet pass the calculated north line of said Lot 13, same being the south line of Lot 14 of said Block 2, and continuing over and across said Lot 14 **total distance of 23.95 feet** to a point for the northwest corner of this tract;

THENCE S88º54'04"E 121.97 feet over and across said Lot 14 to an angle point, a northeast corner of this tract;

THENCE S43º45'12"E 14.11 feet, over and across said Lot 14 to a point in the east line of said Lot 14 and said west right-of-way line of Portland Avenue for a northeast corner of this tract;

THENCE S01º25'24"W along said west right-of-way line and east line of said Lot 14, at 7.93 feet pass the calculated southeast corner of said Lot 14 and calculated northeast corner of said Lot 13, and continuing a total distance of 15.65 feet to said **POINT OF BEGINNING** and containing 0.074 acre, or 3215 square feet, more or less.

REZONE REQUEST

Case:	Z-2026-08
Agent:	Jacob & Martin, LLC
Owner:	Lin Wei, LLC
Request:	Change the zoning of approximately 0.074 acres from Residential Single Family (RS-6) to General Commercial (GC).
Location:	Located 1366 Portland Ave
Notification:	3 in Favor, 0 in Opposition
Planning & Zoning:	March 3, 2026
Council Hearing:	March 26, 2026
	April 9, 2026

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



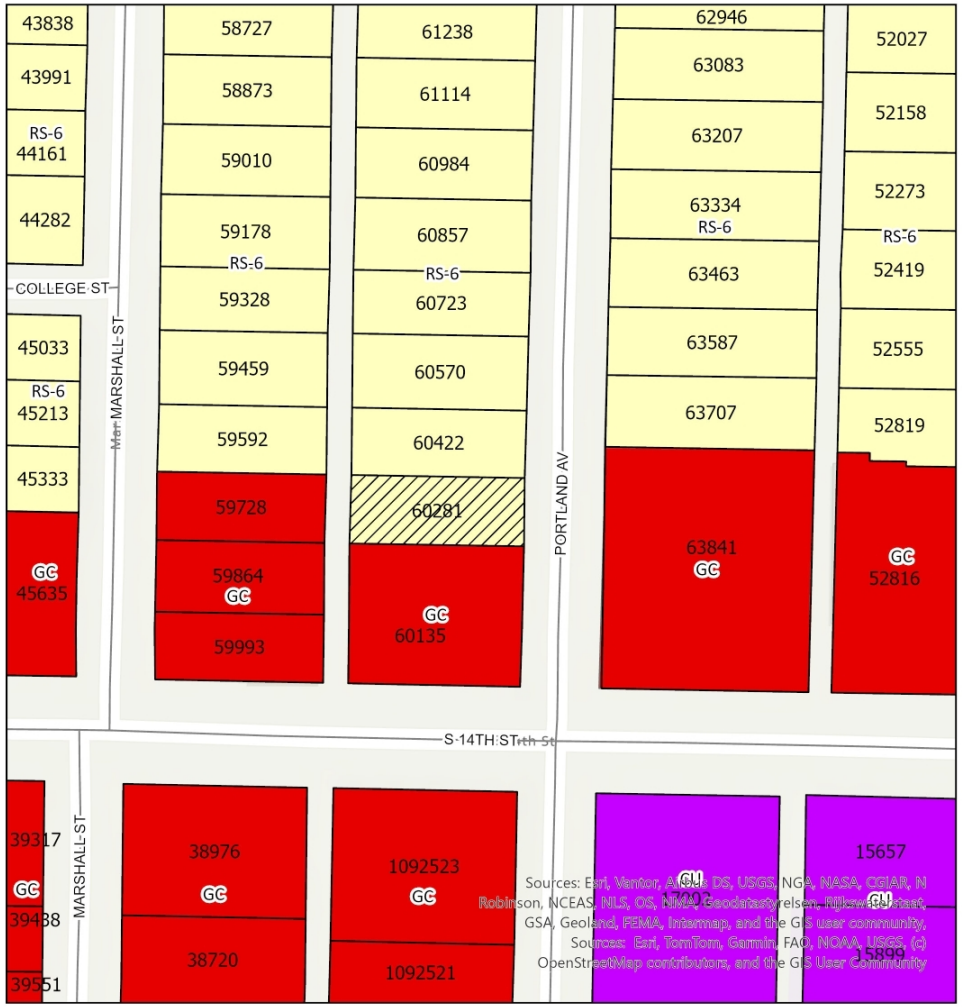


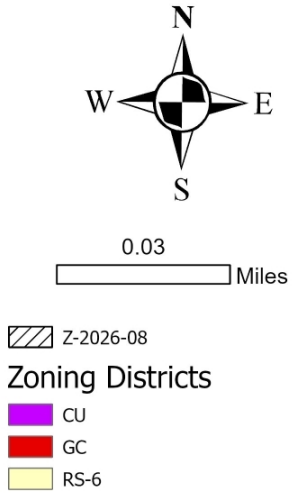
0.03 Miles

Z-2026-08

CITY OF ABILENE TEXAS

ZONING MAP





CITY OF ABILENE TEXAS

PROPERTY VIEWS





CITY OF ABILENE TEXAS

SURROUNDING PROPERTY VIEWS







CITY OF ABILENE TEXAS

USES IN 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

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 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:

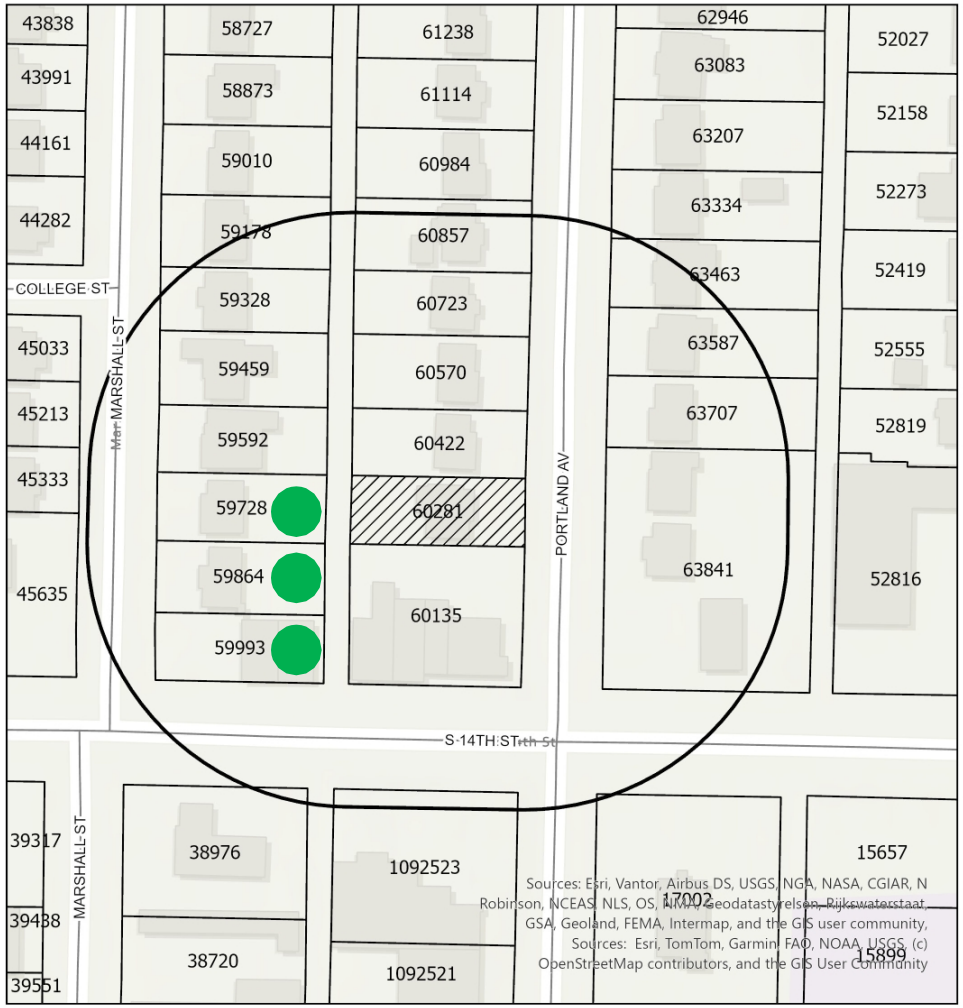
C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility

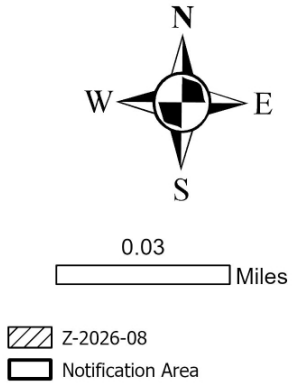
CITY OF ABILENE TEXAS

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**

NOTIFICATION AREA MAP





3 - in Favor -

0 - in Opposition –

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY COUNCIL MEMORANDUM
3/26/2026

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

ITEM: **17. Ordinance (First Reading) Z-2026-09: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 6.82 Acres from Residential Single-Family (RS-6), Mobile/Manufactured Home (MH), Light Industrial (LI), and General Commercial (GC) to General Commercial (GC) Zoning. Located at 650 N. 18th Street *(Tim Littlejohn)***

GENERAL INFORMATION
The subject property was annexed into the City limits in 1911. The subject property was previously a mobile home park and used for some manufacturing.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION
The Planning and Zoning Commission recommends approval by a vote of 6-0, with one abstaining.

ATTACHMENTS:
1. Ordinance
2. Staff Report
3. Zoning Exhibit
4. 8325-M~1
5. Presentation

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 26th day of March, 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 13th day of February, 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 9th day of April, 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 9th day of April, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

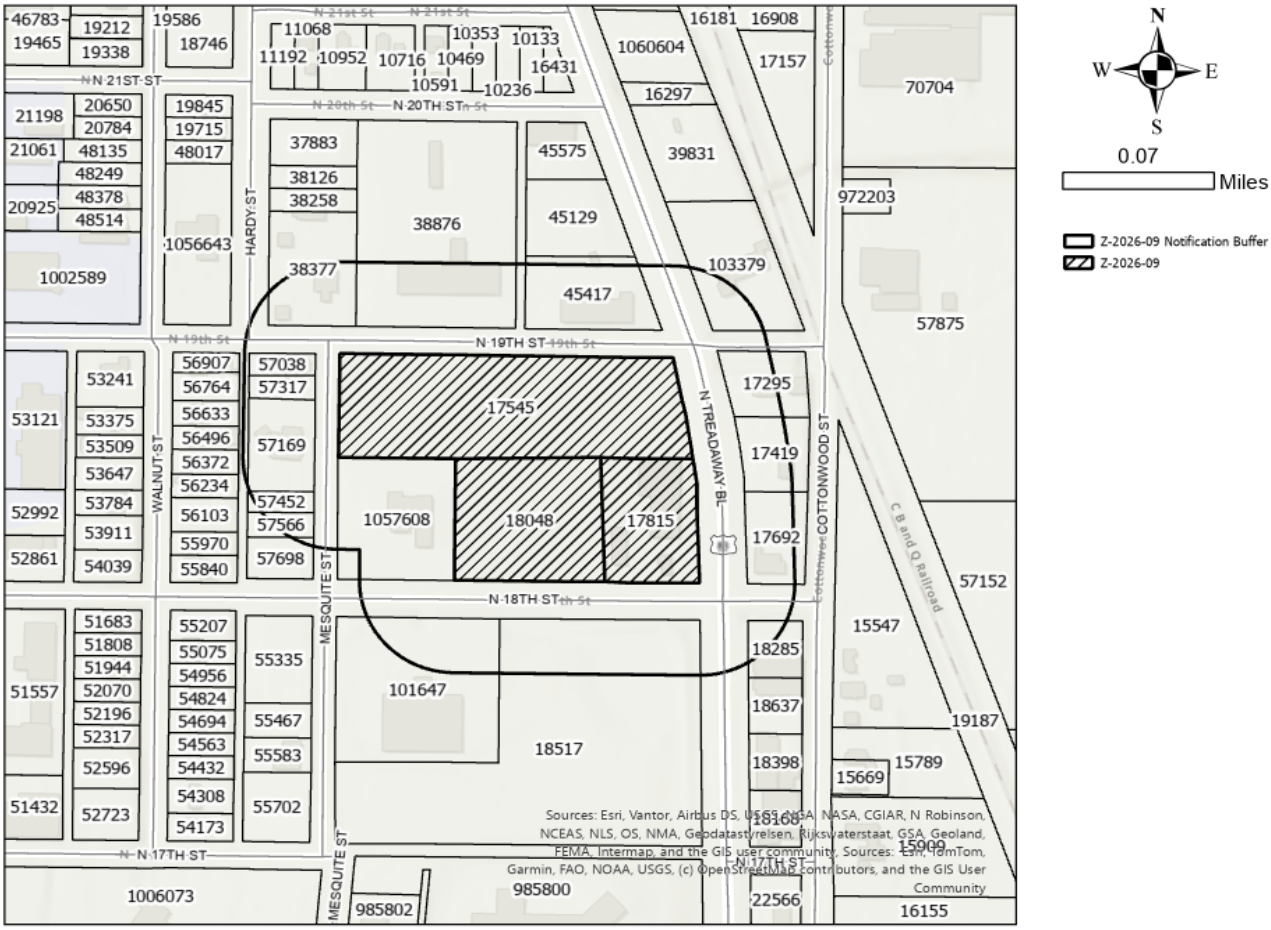
EXHIBIT A

Change the zoning of approximately 6.82 acres from Residential Single Family (RS-6), Light Industrial (LI) Mobile/Manufactured Homes (MH), and General Commercial (GC) to General Commercial (GC).

Legal description being as follows:

BEGINNING AT A FOUND 1/2 INCH IRON PIPE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF NORTH 19TH STREET AND THE EAST RIGHT OF WAY OF MESQUITE STREET AT THE NORTHWEST CORNER OF THIS REPLAT AND SAID TRACT RECORDED IN DOCUMENT NO. 2011-2142;
THENCE SOUTH 89 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY OF NORTH 19TH STREET, A DISTANCE OF 701.15 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF NORTH 19TH STREET AND THE WEST RIGHT OF WAY OF TREADAWAY BOULEVARD FOR THE NORTHEAST CORNER OF THIS REPLAT;
THENCE, ALONG THE WEST RIGHT OF WAY OF TREADAWAY BOULEVARD, WITH A CURVE TURNING TO THE RIGHT HAVING A DELTA ANGLE OF 15 DEGREES 11 MINUTES 21 SECONDS, A RADIUS OF 1383.15 FEET, AN ARC LENGTH OF 366.67 FEET, AND A CHORD BEARING SOUTH 08 DEGREES 17 MINUTES 15 SECONDS EAST A DISTANCE OF 365.60'TO A POINT FOR A CORNER OF THIS REPLAT;
THENCE SOUTH 00 DEGREES 40 MINUTES 33 SECONDS EAST, ALONG THE WEST RIGHT OF WAY OF TREADAWAY BOULEVARD, A DISTANCE OF 128.60 FEET TO A FOUND BENT 1/2 INCH IRON ROD AT THE INTERSECTION OF THE WEST RIGHT OF WAY OF TREADAWAY BOULEVARD AND THE NORTH RIGHT OF WAY OF NORTH 18TH STREET AT THE SOUTHEAST CORNER OF SAID 0.341 ACRE TRACT AND THIS REPLAT
THENCE NORTH 89 DEGREES 18 MINUTES 54 SECONDS WEST, ALONG THE NORTH RIGHT OF WAY OF NORTH 18TH STREET, A DISTANCE OF 508.63 FEET TO A FOUND 1/2 IRON ROD WITH PLASTIC CAP MARKED “H&T” AT THE SOUTHWEST CORNER OF SAID 1.862 ACRE TRACT AND THIS REPLAT;
THENCE NORTH 00 DEGREES 41 MINUTES 03 SECONDS EAST, ALONG THE WEST LINE OF SAID 1.862 ACRE TRACT, A DISTANCE OF 264.50 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID 1.862 ACRE TRACT AND THIS REPLAT;
THENCE NORTH 89 DEGREES 25 MINUTES 51 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT RECORDED IN DOCUMENT NO. 2011-2142, A DISTANCE OF 253.07 FEET TO A POINT ON THE EAST RIGHT OF WAY OF MESQUITE STREET, WHERE A FOUND PK NAIL AND WASHER BEARS 25' N 89°21'15" W;
THENCE NORTH 00 DEGREES 48 MINUTES 30 SECONDS EAST, ALONG THE EAST RIGHT OF WAY OF MESQUITE STREET, A DISTANCE OF 225.23 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 6.824. SURVEYED IN SEPTEMBER 2025.

Located at 650 N 18th St.


N
W
E
S
0.07
Miles
Z-2026-09 Notification Buffer
Z-2026-09
N 21ST ST
N 20TH ST
N 19TH ST
N 18TH ST
N 17TH ST
HARDY ST
WALNUT ST
MESQUITE ST
N TREADAWAY BL
COTTONWOOD ST
C B and Q Railroad
17545
1057608
18048
17815
101647
18517
985800
1056643
1002589
1006073
70704
57875
57152
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community. Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

END

ZONING CASE
Z-2026-09
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: March 3, 2026
City Council 1st Reading: March 26, 2026
City Council 2nd Reading: April 9, 2026

Applicant
Agent: eHT Engineering
Owner: Hendrick Medical Center

Case Manager
Adam Holland – Planner

Request
Change the zoning of approximately 6.82 acres from Residential Single Family (RS-6), Mobile/Manufactured Homes (MH), Light Industrial (LI), and General Commercial (GC) to General Commercial (GC).

Location
Located at 650 N 18th.

Background
The subject property was annexed into the City limits in 1911. The subject property was previously a mobile home park and used for some manufacturing.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	GC/LI	Manufacturing/Single family Residence
East	GC/LI	Restaurant
South	GC	Medical Lab
West	RS-6	Single family Residence/Vacant

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

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

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.
The proposed zoning would be appropriate as it would be consistent with the surrounding uses.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
This property is served by all utilities.

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

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission recommends **approval.**

Attachments

- PowerPoint Presentation
- Metes & Bound
- Owner Authorization

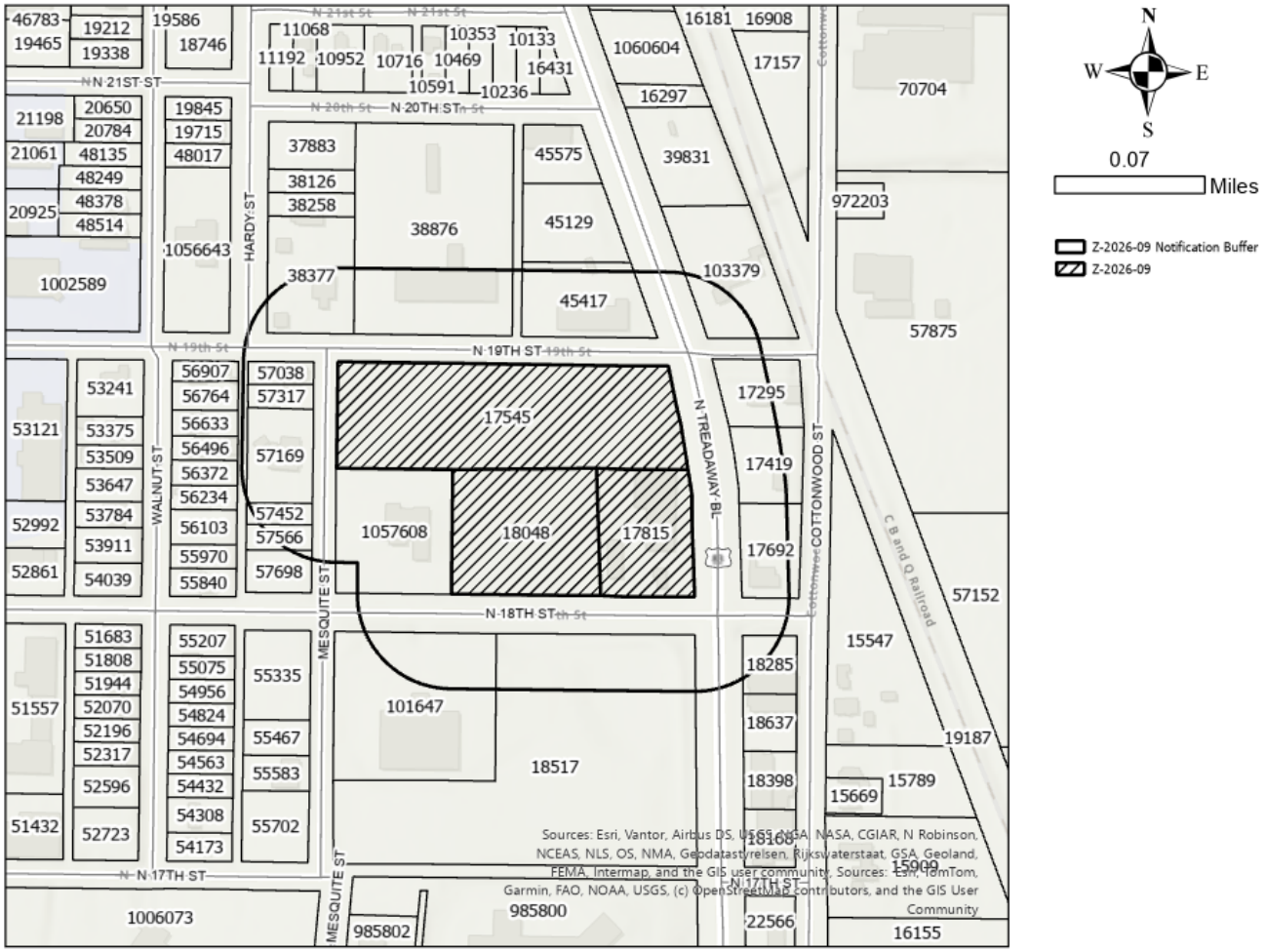
Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on February 13, 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

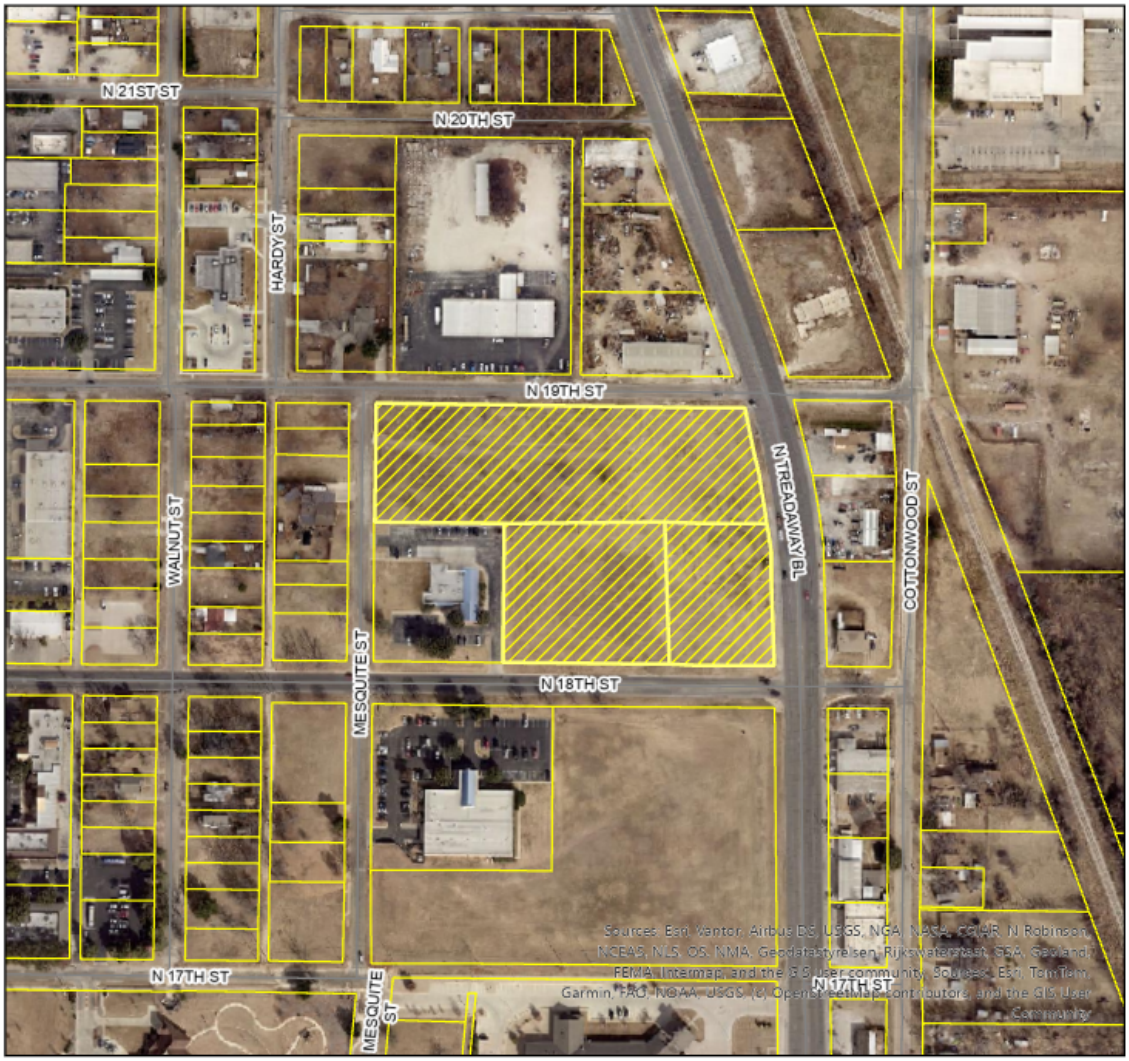
OWNER	PROP_ID	SITUS	RESPONSE
ABILENE MAJESTIC LLC SERIES H	103379	1901 N TREADAWAY BL	
B TEXAS LLC	17295	1881 N TREADAWAY BL	
CALLAN JACK K	17692	1801 N TREADAWAY BL	F
GREEN MORGAN D & CYNTHIA H	18285	1749 N TREADAWAY BL	
HENDRICK MEDICAL CENTER	57452	1826 MESQUITE ST	
HENDRICK MEDICAL CENTER	101647	751 N 18TH ST	
HOWELL TIM & REBECCA	38377	742 N 19TH ST	
J P CRANE SERVICES LLC	45417	1902 N TREADAWAY BL	
NAJERA DIAMANTINA SOSA	57169	1834 MESQUITE ST	

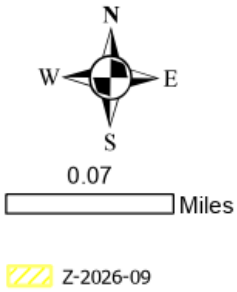
NOTIFICATION MAP



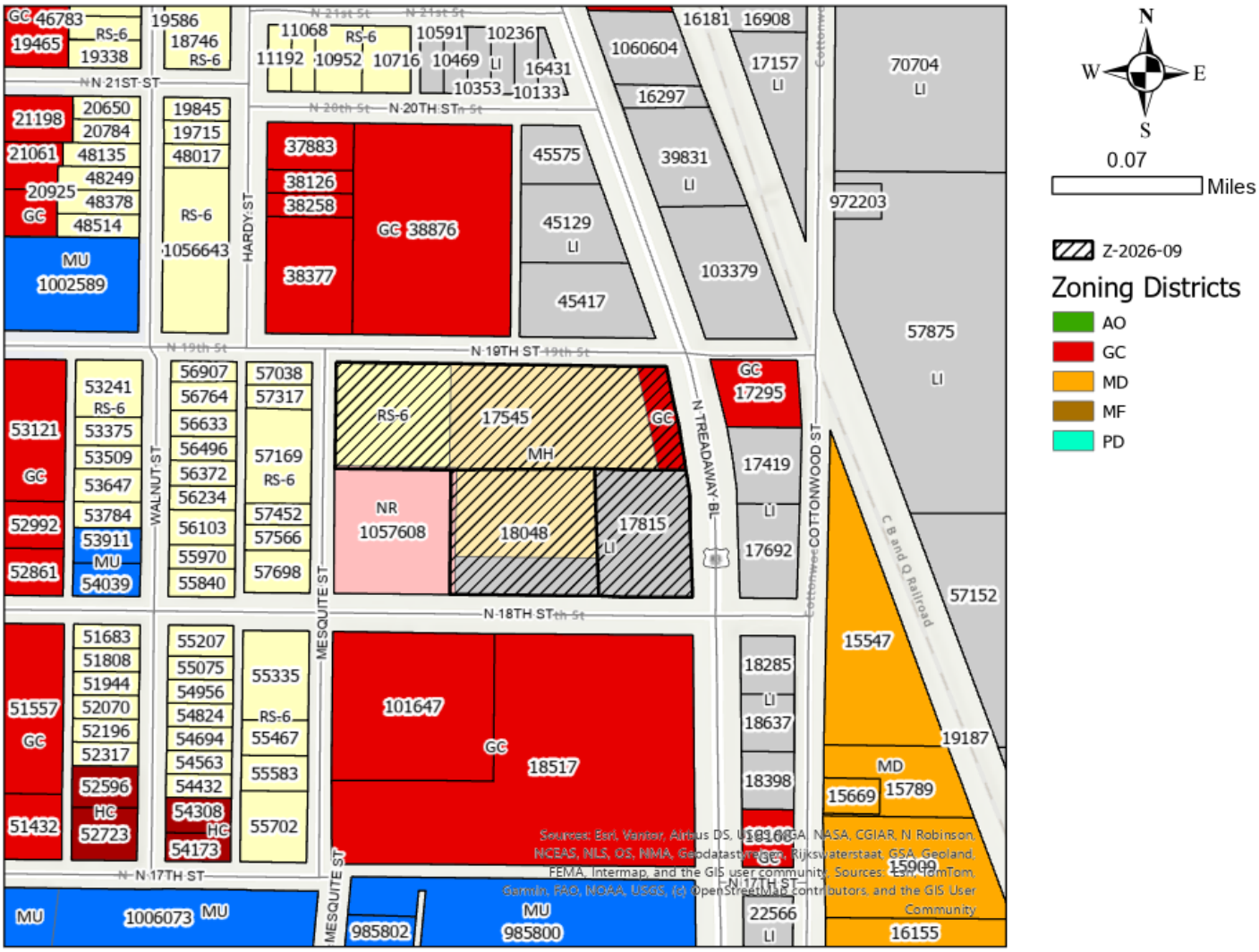
Case # Z-2026-09
February 17, 2026

LOCATION MAP

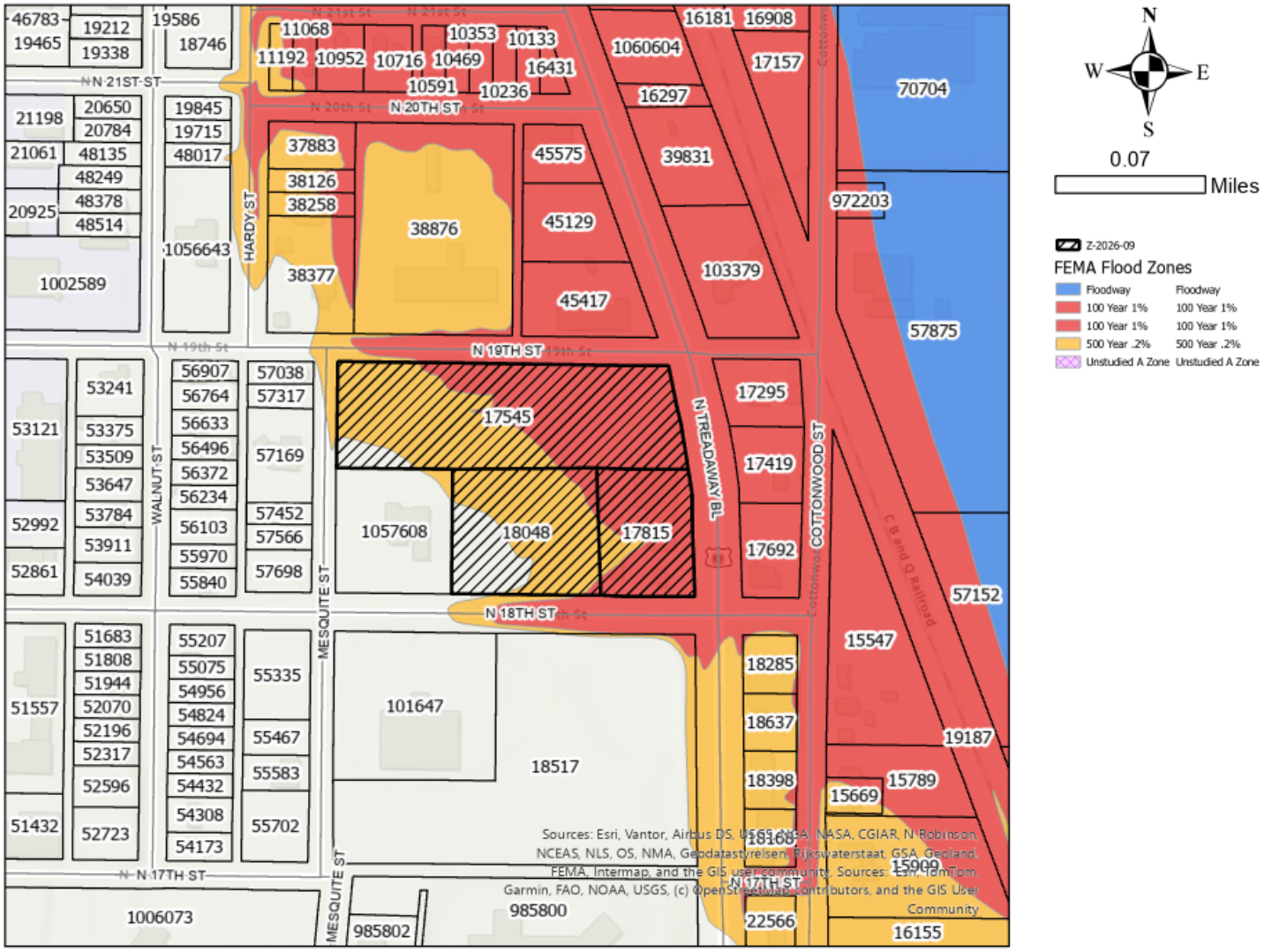




ZONING MAP


N
W
E
S
0.07
Miles
Z-2026-09
Zoning Districts
AO
GC
MD
MF
PD
N 21ST ST
N 20TH ST
N 19TH ST
N 18TH ST
N 17TH ST
HARDY ST
WALNUT ST
MESQUITE ST
N TREADAWAY BL
COTTONWOOD ST
C B and Q Railroad
RS-6
LI
MH
NR
HC
MU
GC
MD
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

FLOOD MAP


N
W
E
S
0.07
Miles
Z-2026-09
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
N 21ST ST
N 20TH ST
N 19TH ST
N 18TH ST
N 17TH ST
HARDY ST
WALNUT ST
MESQUITE ST
N TREADAWAY BL
COTTONWOOD ST
C B and Q Railroad
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community. Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

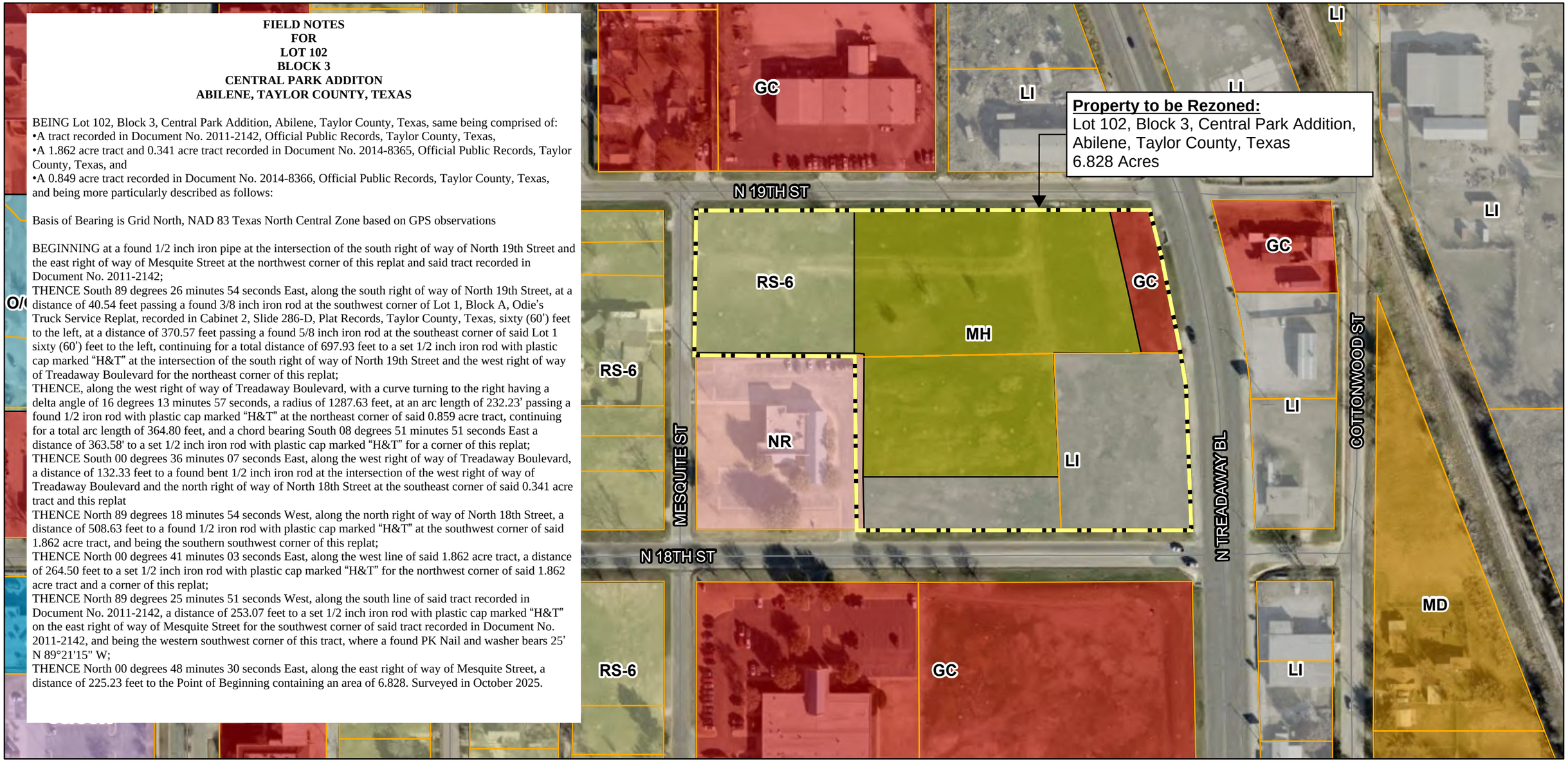
EXISTING PROPERTY ZONING MAP

FIELD NOTES
FOR
LOT 102
BLOCK 3
CENTRAL PARK ADDITON
ABILENE, TAYLOR COUNTY, TEXAS

BEING Lot 102, Block 3, Central Park Addition, Abilene, Taylor County, Texas, same being comprised of:
•A tract recorded in Document No. 2011-2142, Official Public Records, Taylor County, Texas,
•A 1.862 acre tract and 0.341 acre tract recorded in Document No. 2014-8365, Official Public Records, Taylor County, Texas, and
•A 0.849 acre tract recorded in Document No. 2014-8366, Official Public Records, Taylor County, Texas, and being more particularly described as follows:

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

BEGINNING at a found 1/2 inch iron pipe at the intersection of the south right of way of North 19th Street and the east right of way of Mesquite Street at the northwest corner of this replat and said tract recorded in Document No. 2011-2142;
THENCE South 89 degrees 26 minutes 54 seconds East, along the south right of way of North 19th Street, at a distance of 40.54 feet passing a found 3/8 inch iron rod at the southwest corner of Lot 1, Block A, Odie's Truck Service Replat, recorded in Cabinet 2, Slide 286-D, Plat Records, Taylor County, Texas, sixty (60') feet to the left, at a distance of 370.57 feet passing a found 5/8 inch iron rod at the southeast corner of said Lot 1 sixty (60') feet to the left, continuing for a total distance of 697.93 feet to a set 1/2 inch iron rod with plastic cap marked "H&T" at the intersection of the south right of way of North 19th Street and the west right of way of Treadaway Boulevard for the northeast corner of this replat;
THENCE, along the west right of way of Treadaway Boulevard, with a curve turning to the right having a delta angle of 16 degrees 13 minutes 57 seconds, a radius of 1287.63 feet, at an arc length of 232.23' passing a found 1/2 iron rod with plastic cap marked "H&T" at the northeast corner of said 0.859 acre tract, continuing for a total arc length of 364.80 feet, and a chord bearing South 08 degrees 51 minutes 51 seconds East a distance of 363.58' to a set 1/2 inch iron rod with plastic cap marked "H&T" for a corner of this replat;
THENCE South 00 degrees 36 minutes 07 seconds East, along the west right of way of Treadaway Boulevard, a distance of 132.33 feet to a found bent 1/2 inch iron rod at the intersection of the west right of way of Treadaway Boulevard and the north right of way of North 18th Street at the southeast corner of said 0.341 acre tract and this replat
THENCE North 89 degrees 18 minutes 54 seconds West, along the north right of way of North 18th Street, a distance of 508.63 feet to a found 1/2 iron rod with plastic cap marked "H&T" at the southwest corner of said 1.862 acre tract, and being the southern southwest corner of this replat;
THENCE North 00 degrees 41 minutes 03 seconds East, along the west line of said 1.862 acre tract, a distance of 264.50 feet to a set 1/2 inch iron rod with plastic cap marked "H&T" for the northwest corner of said 1.862 acre tract and a corner of this replat;
THENCE North 89 degrees 25 minutes 51 seconds West, along the south line of said tract recorded in Document No. 2011-2142, a distance of 253.07 feet to a set 1/2 inch iron rod with plastic cap marked "H&T" on the east right of way of Mesquite Street for the southwest corner of said tract recorded in Document No. 2011-2142, and being the western southwest corner of this tract, where a found PK Nail and washer bears 25' N 89°21'15" W;
THENCE North 00 degrees 48 minutes 30 seconds East, along the east right of way of Mesquite Street, a distance of 225.23 feet to the Point of Beginning containing an area of 6.828. Surveyed in October 2025.



12/19/2025, 7:11:23 AM

- Abilene Municipal Boundary
- Courier Parcels
- All District Outlines
- Single Family Residential (RS)
- Mobile Home (MH)
- Medium Density Residential (MD)
- Neighborhood Retail (NR)
- Office (O)
- College/University (CU)
- Medical Use (MU)
- General Commercial (GC)
- Light Industrial (LI)
- Road Centerlines
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 60cm Resolution Metadata

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0 0.02 0.04 0.08 mi
0 0.03 0.07 0.13 km

Microsoft, Vantor

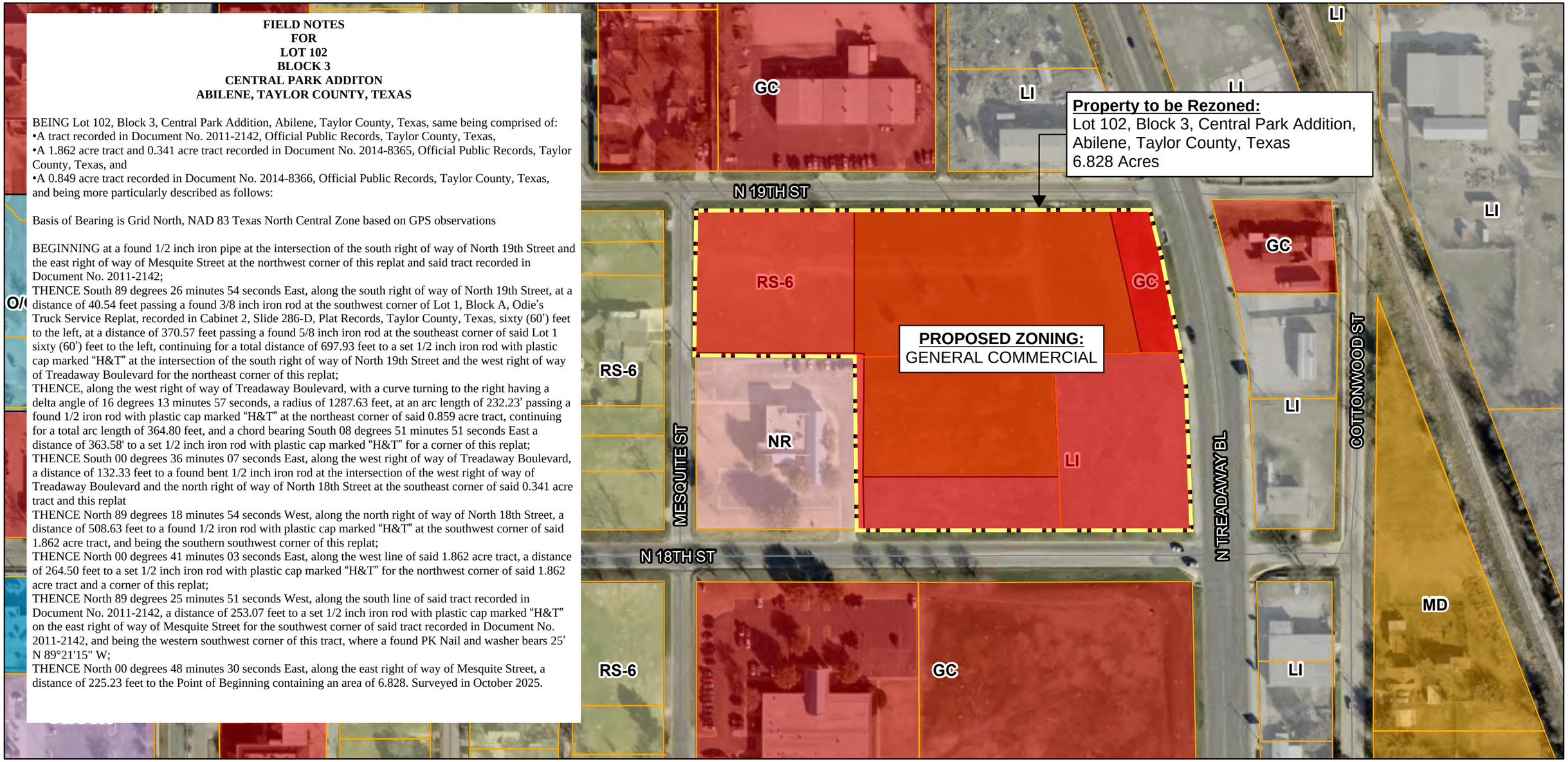
EXISTING PROPERTY ZONING MAP

FIELD NOTES
FOR
LOT 102
BLOCK 3
CENTRAL PARK ADDITON
ABILENE, TAYLOR COUNTY, TEXAS

BEING Lot 102, Block 3, Central Park Addition, Abilene, Taylor County, Texas, same being comprised of:
•A tract recorded in Document No. 2011-2142, Official Public Records, Taylor County, Texas,
•A 1.862 acre tract and 0.341 acre tract recorded in Document No. 2014-8365, Official Public Records, Taylor County, Texas, and
•A 0.849 acre tract recorded in Document No. 2014-8366, Official Public Records, Taylor County, Texas, and being more particularly described as follows:

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

BEGINNING at a found 1/2 inch iron pipe at the intersection of the south right of way of North 19th Street and the east right of way of Mesquite Street at the northwest corner of this replat and said tract recorded in Document No. 2011-2142;
THENCE South 89 degrees 26 minutes 54 seconds East, along the south right of way of North 19th Street, at a distance of 40.54 feet passing a found 3/8 inch iron rod at the southwest corner of Lot 1, Block A, Odie's Truck Service Replat, recorded in Cabinet 2, Slide 286-D, Plat Records, Taylor County, Texas, sixty (60') feet to the left, at a distance of 370.57 feet passing a found 5/8 inch iron rod at the southeast corner of said Lot 1 sixty (60') feet to the left, continuing for a total distance of 697.93 feet to a set 1/2 inch iron rod with plastic cap marked "H&T" at the intersection of the south right of way of North 19th Street and the west right of way of Treadaway Boulevard for the northeast corner of this replat;
THENCE, along the west right of way of Treadaway Boulevard, with a curve turning to the right having a delta angle of 16 degrees 13 minutes 57 seconds, a radius of 1287.63 feet, at an arc length of 232.23' passing a found 1/2 iron rod with plastic cap marked "H&T" at the northeast corner of said 0.859 acre tract, continuing for a total arc length of 364.80 feet, and a chord bearing South 08 degrees 51 minutes 51 seconds East a distance of 363.58' to a set 1/2 inch iron rod with plastic cap marked "H&T" for a corner of this replat;
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THENCE North 89 degrees 25 minutes 51 seconds West, along the south line of said tract recorded in Document No. 2011-2142, a distance of 253.07 feet to a set 1/2 inch iron rod with plastic cap marked "H&T" on the east right of way of Mesquite Street for the southwest corner of said tract recorded in Document No. 2011-2142, and being the western southwest corner of this tract, where a found PK Nail and washer bears 25' N 89°21'15" W;
THENCE North 00 degrees 48 minutes 30 seconds East, along the east right of way of Mesquite Street, a distance of 225.23 feet to the Point of Beginning containing an area of 6.828. Surveyed in October 2025.



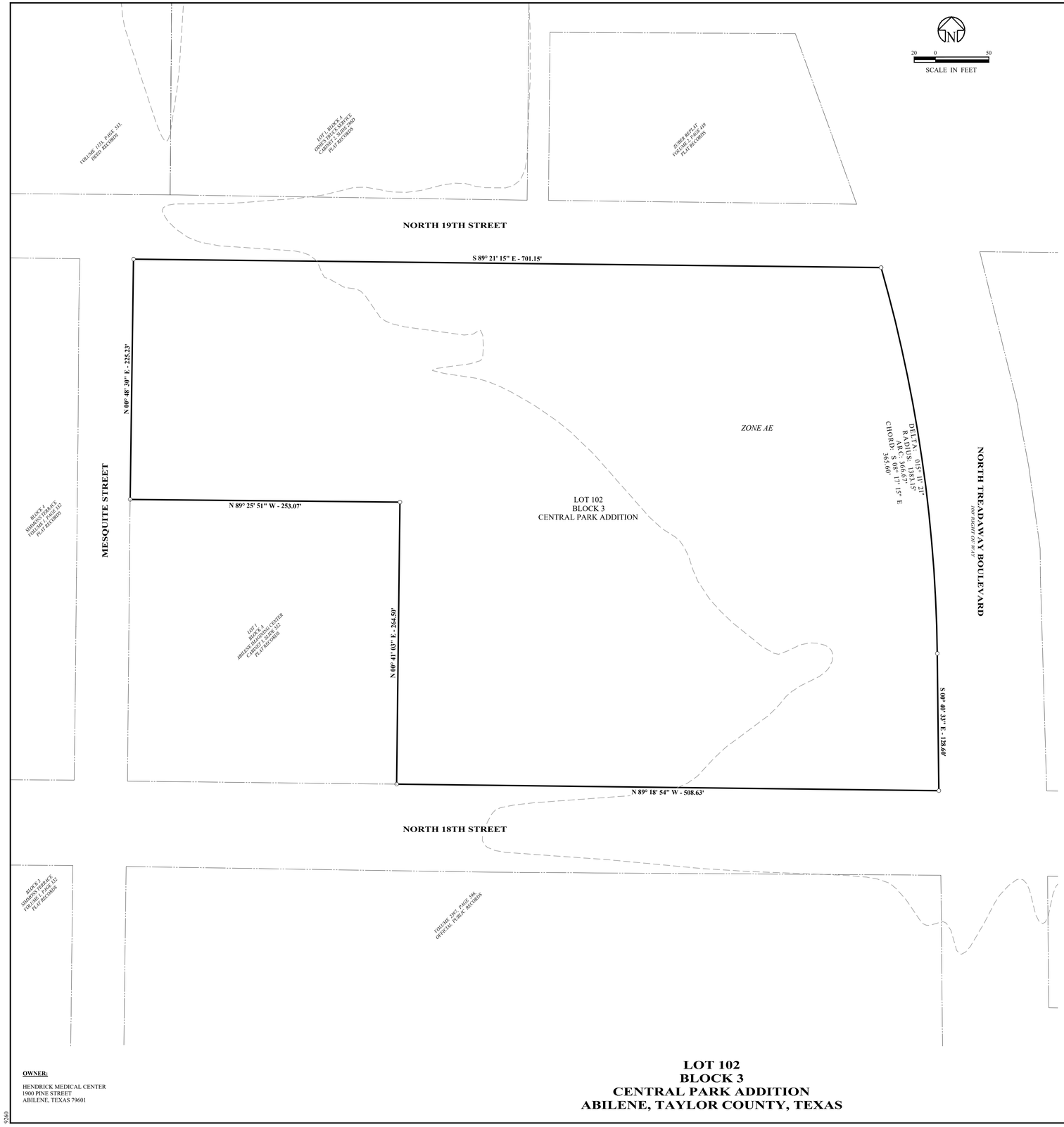
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- Abilene Municipal Boundary
- Courier Parcels
- All District Outlines
- Single Family Residential (RS)
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- 60cm Resolution Metadata

1:2,135

0 0.02 0.04 0.08 mi
0 0.03 0.07 0.13 km

Microsoft, Vantor



OWNER:

HENDRICK MEDICAL CENTER
1900 PINE STREET
ABILENE, TEXAS 79601

LOT 102
BLOCK 3
CENTRAL PARK ADDITION
ABILENE, TAYLOR COUNTY, TEXAS

9200

FIELD NOTES

BEING LOT 102, BLOCK 3, CENTRAL PARK ADDITION, ABILENE, TAYLOR COUNTY, TEXAS, SAME BEING COMPRISED OF:

- A TRACT RECORDED IN DOCUMENT NO. 2011-2142, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS,
- A 1.862 ACRE TRACT AND 0.341 ACRE TRACT RECORDED IN DOCUMENT NO. 2014-8365, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AND
- A 0.849 ACRE TRACT RECORDED IN DOCUMENT NO. 2014-8366, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS,

AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING IS GRID NORTH, NAD 83 TEXAS NORTH CENTRAL ZONE BASED ON GPS OBSERVATIONS

BEGINNING AT A FOUND 1/2 INCH IRON PIPE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF NORTH 19TH STREET AND THE EAST RIGHT OF WAY OF MESQUITE STREET AT THE NORTHWEST CORNER OF THIS REPLAT AND SAID TRACT RECORDED IN DOCUMENT NO. 2011-2142;
THENCE SOUTH 89 DEGREES 21 MINUTES 15 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY OF NORTH 19TH STREET, A DISTANCE OF 701.15 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF NORTH 19TH STREET AND THE WEST RIGHT OF WAY OF TREADAWAY BOULEVARD FOR THE NORTHEAST CORNER OF THIS REPLAT;
THENCE, ALONG THE WEST RIGHT OF WAY OF TREADAWAY BOULEVARD, WITH A CURVE TURNING TO THE RIGHT HAVING A DELTA ANGLE OF 15 DEGREES 11 MINUTES 21 SECONDS, A RADIUS OF 1383.15 FEET, AN ARC LENGTH OF 366.67 FEET, AND A CHORD BEARING SOUTH 08 DEGREES 17 MINUTES 15 SECONDS EAST A DISTANCE OF 365.60'TO A POINT FOR A CORNER OF THIS REPLAT;
THENCE SOUTH 00 DEGREES 40 MINUTES 33 SECONDS EAST, ALONG THE WEST RIGHT OF WAY OF TREADAWAY BOULEVARD, A DISTANCE OF 128.60 FEET TO A FOUND BENT 1/2 INCH IRON ROD AT THE INTERSECTION OF THE WEST RIGHT OF WAY OF TREADAWAY BOULEVARD AND THE NORTH RIGHT OF WAY OF NORTH 18TH STREET AT THE SOUTHEAST CORNER OF SAID 0.341 ACRE TRACT AND THIS REPLAT
THENCE NORTH 89 DEGREES 18 MINUTES 54 SECONDS WEST, ALONG THE NORTH RIGHT OF WAY OF NORTH 18TH STREET, A DISTANCE OF 508.63 FEET TO A FOUND 1/2 IRON ROD WITH PLASTIC CAP MARKED "H&T" AT THE SOUTHWEST CORNER OF SAID 1.862 ACRE TRACT AND THIS REPLAT;
THENCE NORTH 00 DEGREES 41 MINUTES 03 SECONDS EAST, ALONG THE WEST LINE OF SAID 1.862 ACRE TRACT, A DISTANCE OF 264.50 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID 1.862 ACRE TRACT AND THIS REPLAT;
THENCE NORTH 89 DEGREES 25 MINUTES 51 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT RECORDED IN DOCUMENT NO. 2011-2142, A DISTANCE OF 253.07 FEET TO A POINT ON THE EAST RIGHT OF WAY OF MESQUITE STREET, WHERE A FOUND PK NAIL AND WASHER BEARS 25' N 89°21'15" W;
THENCE NORTH 00 DEGREES 48 MINUTES 30 SECONDS EAST, ALONG THE EAST RIGHT OF WAY OF MESQUITE STREET, A DISTANCE OF 225.23 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 6.824. SURVEYED IN SEPTEMBER 2025.

NOTES

1. AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485450, MAP NUMBER 48441C0226F MAP REVISED JANUARY 6, 2012; PART OF THIS PROPERTY IS LOCATED IN A FEDERALLY DESIGNATED FLOOD AREA.
2. BUILDING SETBACK LINES SHALL COMPLY WITH CURRENT CITY OF ABILENE ZONING REGULATIONS.
3. UPON COMPLETION OF THE CONSTRUCTION OF THE SUBDIVISION STREETS, ALLEYS, AND BURIED UTILITIES THE FINAL SUBDIVISION MONUMENTATION WILL BE SET AS FOLLOWS: 1/2" IRON RODS WITH PLASTIC CAPS, STAMPED "H&T", WILL BE SET AT ALL OF THE LOT CORNERS.
4. THIS ADDITION IS LOCATED WITHIN THE CITY LIMITS OF ABILENE, TAYLOR COUNTY, TEXAS.

LEGEND

- ○ MONUMENTS AS DESCRIBED IN FIELD NOTES
- ——— SUBDIVISION BOUNDARY
- ——— SUBDIVISION LOT LINES
- ——— ADJACENT BOUNDARY LINES
- - - - - - EASEMENT LINES

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

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

LOT 102
BLOCK 3
CENTRAL PARK ADDITION
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_____

X
PRINTED NAME SIGNATURE

ACKNOWLEDGMENT

THE STATE OF TEXAS:
COUNTY OF X

BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED **X**

KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME ACT OF THE SAID

X

A CORPORATION, AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE PURPOSES 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** ACREAGE **6.824**

SCALE **1" = 50'** SMALLEST LOT **X** SQ FT LARGEST LOT **297270** SQ FT

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:

LOT 102
BLOCK 3
CENTRAL PARK ADDITION
ABILENE, TAYLOR COUNTY, TEXAS

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

SIGNATURE

09/30/2025 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-ht.com
PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

REZONE REQUEST

Case: Z-2026-09

Agent: eHT Engineering

Owner: Hendrick Medical Center

Request: Change the zoning of approximately 6.82 acres from Residential Single Family (RS-6), Mobile/manufactured Homes (MH), Light Industrial (LI), and General Commercial (GC) to General Commercial (GC).

Location: Located 650 N 18th

Notification: 1 in Favor, 0 in Opposition

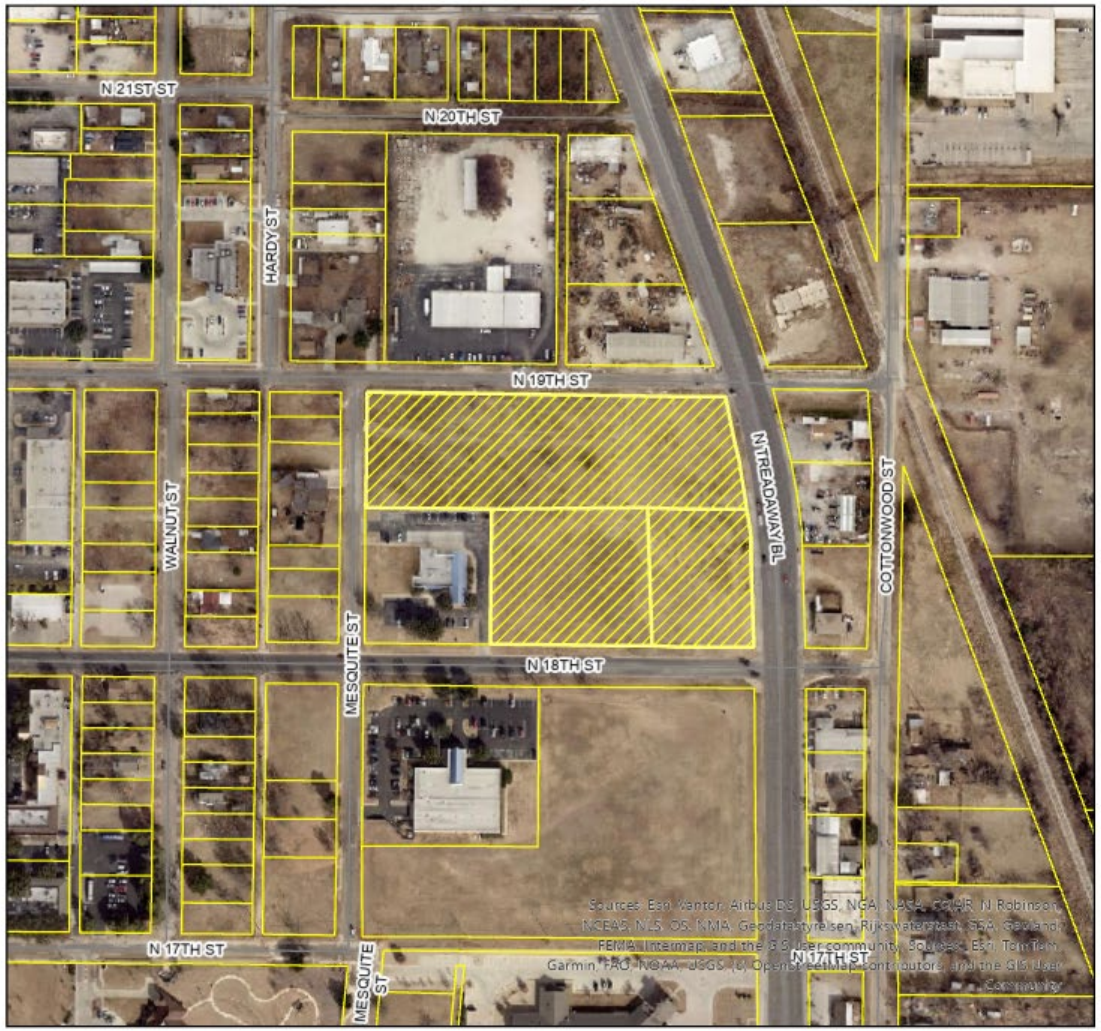
Planning & Zoning: March 3, 2026

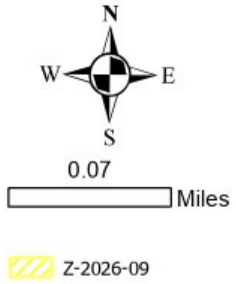
Council Hearing: March 26, 2026

April 9, 2026

CITY OF ABILENE TEXAS

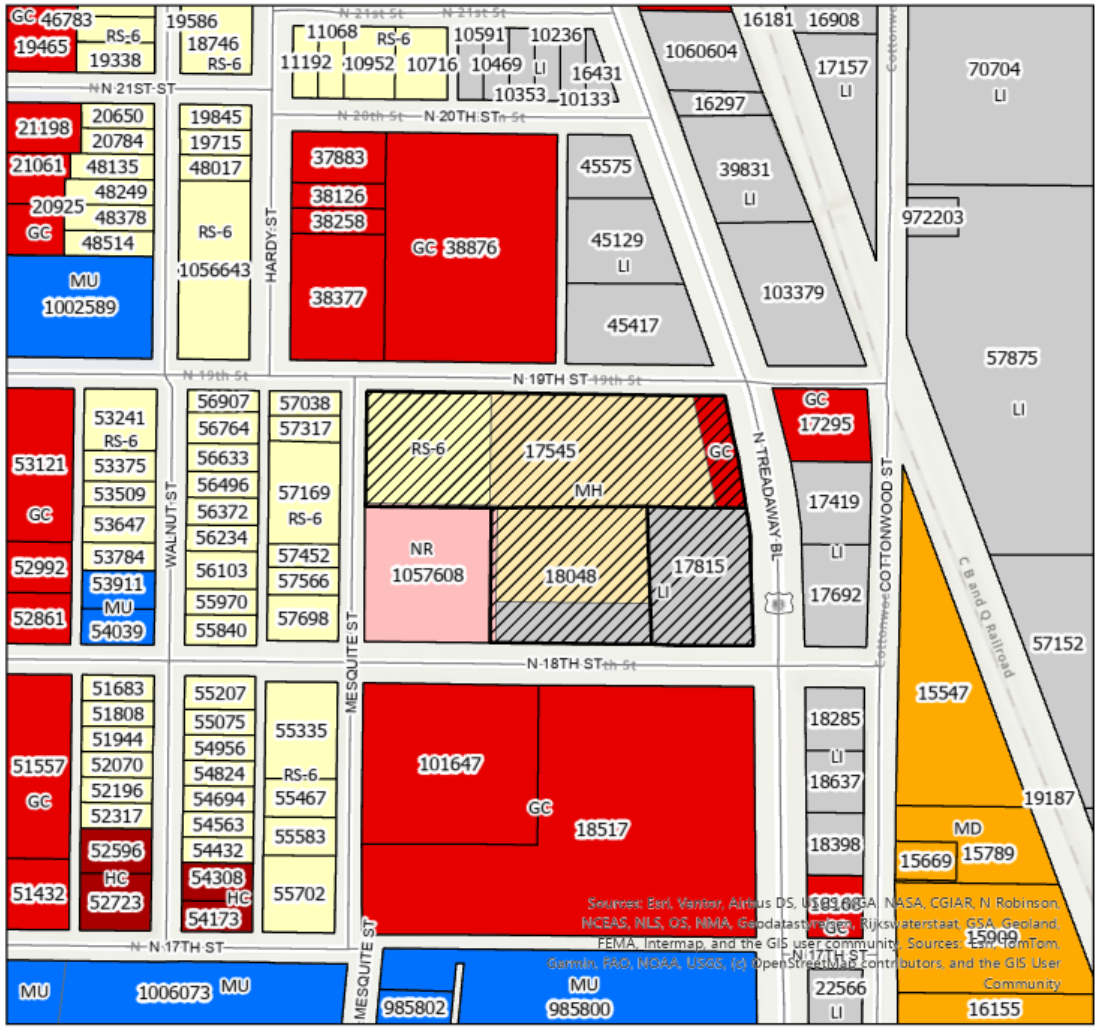
AERIAL LOCATION MAP





CITY OF ABILENE TEXAS

ZONING MAP



N
W E
S

0.07 Miles

Z-2026-09

Zoning Districts

- AO
- GC
- MD
- MF
- PD

CITY OF ABILENE TEXAS

PROPERTY VIEWS









CITY OF ABILENE TEXAS

USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

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 MOBILE HOME ZONING

RESIDENTIAL USES:

P	Dwelling – Industrialized Housing Unit
P	Dwelling – Manufactured Home (HUD-Code)
P	Dwelling – Mobile Home
P	Dwelling – Single-Family Detached

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Homeless/Emergency Shelter

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility
P	Petroleum or Gas Well*
P	Urban Garden

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 LIGHT INDUSTRIAL ZONING

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

SERVICE:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRADE – RETAIL USES:

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

TRADE – WHOLESALE USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

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 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:

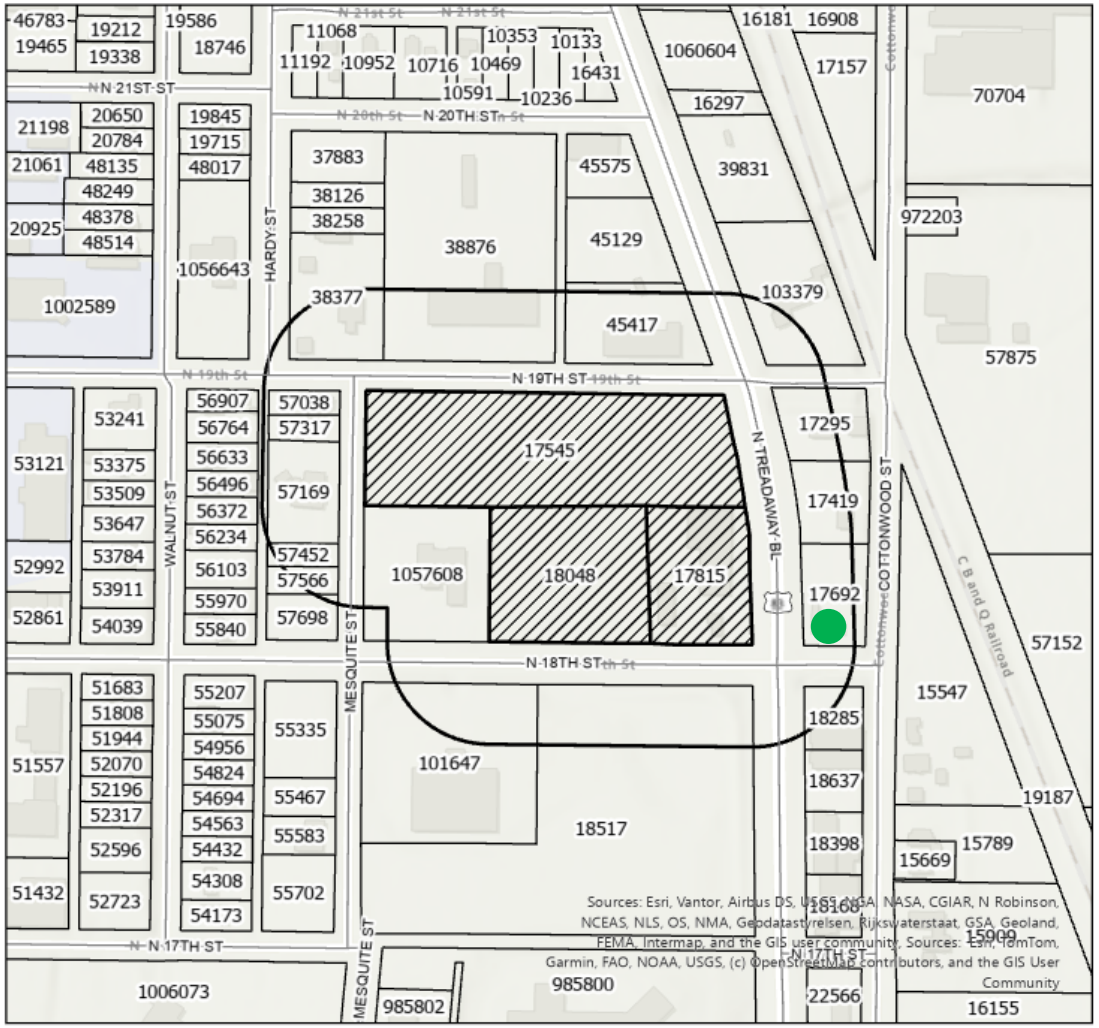
C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility

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**

NOTIFICATION AREA MAP



1 - in Favor -

0 - in Opposition –

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

Staff Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
3/26/2026

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

ITEM: **18. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending Ordinance 58-2022 and Establishing a New End Date for Tax Increment Reinvestment Zone (TIRZ) #3 District *(Tim Littlejohn)***

GENERAL INFORMATION
Amending Ordinance 58-2022 and establishing a new end of term date for TIRZ 3 district. Property owners have requested to abolish this district as the original plan will be delayed for several years.

FUNDING/FISCAL IMPACT
N/A

STAFF AND/OR BOARD RECOMMENDATION
TIRZ Board recommends approval of the amended termination date.

ATTACHMENTS:
1. Ordinance TIRZ 3 end date - c
2. 056-2026 - TIRZ #3 - TIRZ 3 termination date 030926
3. 058-2022 - Designating a Contiguous Geographic Area as a Reivenstment Zone known as Number Three
4. City Council Presentation TIRZ 3 (1)

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 3/23/2026

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE TEXAS, AMENDING ORDINANCE NO. 58-2022 CONCERNING TAX INCREMENT REINVESTMENT ZONE THREE, CITY OF ABILENE TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, BY AMENDING SECTION 5 DURATION OF THE ZONE

WHEREAS, the City of Abilene, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, on November 17, 2022, the City Council created the Tax Increment Reinvestment Zone Three by Ordinance No. 58-2002; and

WHEREAS, the duration of the Zone is December 31, 2042, or at an earlier time designated by a subsequent ordinance; and

WHEREAS, the City desires to amend Ordinance 58-2022 Section 5 to change the duration of the zone to end on April 9, 2026; and

WHEREAS, the City has received support from the Tax Reinvestment Zone Three Board to amend Section 5 to an earlier date; and

WHEREAS, no tax increment bonds have been issued by the Zone; and

WHEREAS, notice of the public hearing on the amendment to the Zone was published as required by law; and

WHEREAS, a public hearing was held on April 9, 2026, to allow interested persons to speak for or against the amendment to the Zone.

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

PART 1: That the City Council of the City of Abilene hereby amends Ordinance 58-2022, Section 5, Duration of the Zone, to read as follows:

"That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on **April 9, 2026**; (ii) at another time designated by subsequent ordinance; or (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act."

PART 2: That the City Council has received support of the amendment from the Tax Reinvestment Zone Three Board by a resolution of support.

PART 3: That the City Council adopts the above WHEREAS clauses as findings of fact.

PART 4: That all funds collected by the Zone, if any, be returned to the entities as required by law.

PASSED on First Reading the 26th Day of March, 2026.

ADOPTED on Second Reading the 9th day of April, 2026

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

RESOLUTION NO. 056-2026

A RESOLUTION OF THE TAX INCREMENT REINVESTMENT ZONE NO. 3 BOARD OF DIRECTORS, CITY OF ABILENE, TEXAS, SUPPORTING THE AMENDED EXPIRATION DATE OF THE TIRZ 3 DISTRICT

WHEREAS, the governing body of the City of Abilene adopted Ordinance No. 14-2023 creating a Tax Increment Reinvestment Zone No. 3, establishing certain economic development incentives to encourage and promote private investment within the City of Abilene Tax Increment Reinvestment Zone No. 3; and

WHEREAS, the governing body of the City of Abilene is considering the termination of the termination of the district; and

WHEREAS, setting an expiration date of April 9th, 2026.

NOW THEREFORE BE IT RESOLVED BY THE TAX INCREMENT REINVESTMENT ZONE NO. 3 BOARD OF DIRECTORS, CITY OF ABILENE TEXAS:

PART 1: That the Board supports the City of Abilene's amendment of the expiration date.

PART 2: That the Board supports the Tax Increment Reinvestment Zone No. 3 funds and delegates funds to be distributed as regulated by law.

ADOPTED this 9th day of March, 2026.

ATTEST:

Robert W. Higgins
Robert "Stormy" Higgins, Vice Chairman

APPROVED:

Stanley Smith, City Attorney

ORDINANCE NO. 58-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER THREE, CITY OF ABILENE; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Abilene, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous geographic area that is in the corporate limits of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain contiguous geographic area in the City, which is more specifically described in ***Exhibits "A"*** and ***"B"*** of this Ordinance (the "Zone"), through the creation of a new reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Three, City of Abilene,* attached as ***Exhibit C*** (hereinafter referred to as the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on November 09, 2022, which date is before the seventh (7th) day before the public hearing held on November 17, 2022; and

WHEREAS, at the public hearing on November 17, 2022, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on November 17, 2022, and in favor of the creation of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on November 17, 2022; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance Plan has been prepared for the proposed reinvestment zone.

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

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. FINDINGS.

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

(a) That the public hearing on creation of the proposed reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and

(b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in ***Exhibits "A"*** and ***"B"*** will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and

(c) That the proposed reinvestment zone, as defined in ***Exhibits "A"*** and ***"B"***, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located wholly within the City limits of the City; and

2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the

proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.

(d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and

(e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 25 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

(f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and

(g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

SECTION 3. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in Exhibits "A" and "B" hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Three, City of Abilene, Texas (hereinafter referred to as the "Zone").

SECTION 4. BOARD OF DIRECTORS.

That a board of directors for the Zone ("Board") is hereby created. The Board shall consist of seven (7) members appointed by the Mayor and confirmed by the City Council per Section 311.009 of the Texas Tax Code. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the tax increment fund may appoint one member of the board. The number of directors on the Board of Directors shall be increased by one for each taxing unit that appoints a director to the board; provided, that the maximum number of directors shall not exceed fifteen (15).

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws.

Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issues bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone's project plan and financing plan.

SECTION 5. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2042 (with the final year's tax increment to be collected by September 1, 2043); (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT.

That the tax increment base for the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2022, which is the year in which the Zone was designated as a reinvestment zone.

The TIF Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, and (ii) twenty-five percent (25%) of the City's tax increment generated by the City's tax rate, as defined by section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

SECTION 7. TAX INCREMENT FUND.

That there is hereby created and established a "Tax Increment Fund" for the Zone which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City, as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts are to be maintained in an account at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the TIF Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project

costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code. After the termination of the Zone, after all project costs and other obligations have been paid, any money remaining in the fund shall be disbursed back to the participating taxing units in proportion to each jurisdiction's share of the total tax increments collected, pursuant to Section 311.014(d).

SECTION 8. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 10. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND APPROVED ON this 17th day of November 2022.

CITY OF ABILENE

Anthony Williams, Mayor

ATTEST:

Shawna Atkinson
City Secretary

APPROVED AS TO FORM:

Stanley Smith
City Attorney

APPROVED AS TO CONTENT:

Robert Hanna
City Manager

EXHIBIT A
BOUNDARY DESCRIPTION

Beginning at the northwest corner of Property ID 77146, continuing east along the northern boundary of Property ID 77146 to the point it meets Property ID 22450, thence

Continuing east along the northern boundary of Property ID 22450 to the point it meets the northwest corner of Property ID 25735 where it meets the southern right of way boundary of 10th Street, thence

East along the southern right of way boundary of 10th Street to the point it meets the western right of way boundary of Jake Roberts Freeway, thence

South along the western right of way boundary of Jake Roberts Freeway to the point it meets the northeast corner of Property ID 60604, thence

South along the eastern boundary of Property ID 60604 to the point it meets the northeast corner of Property ID 61268, thence

South along the eastern boundary of Property ID 61268 to the point it meets the northern right of way boundary of Interstate 20, thence

West along the northern right of way boundary of Interstate 20 to the point it meets the southeast corner of Property ID 60755, thence

North along the eastern boundary of Property ID 60755, continuing west along the northern boundary to the point it meets Property ID 10381, thence

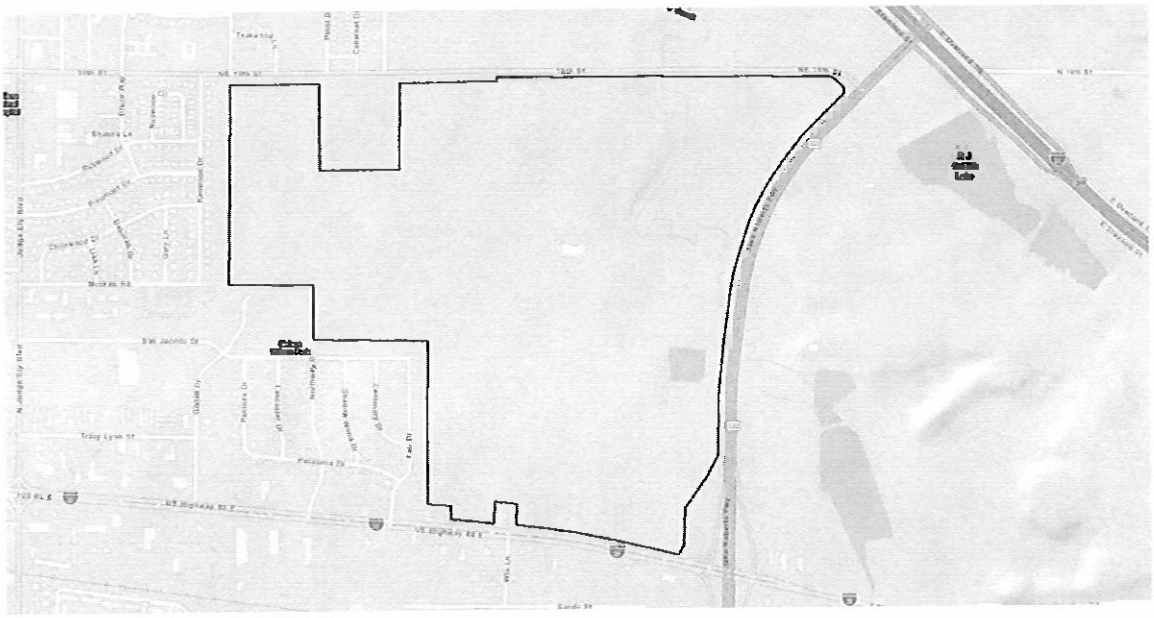
South along the eastern boundary of Property ID 10381, continuing west along the southern boundary to the point it meets the southeast corner of Property ID 10497, thence

West along the southern boundary of Property ID 10497, continuing north along the western boundary to the point it meets the southern boundary of Property ID 58751, thence

West along the southern boundary of Property ID 58751, continuing north along the western boundary to the point it meets the southern boundary of Property ID 77146, thence

West along the southern boundary of Property ID 77146, continuing north along the western boundary to the northwest corner of Property ID 77146, which is the point of beginning.

EXHIBIT B
BOUNDARY MAP



- TIRZ Boundary

EXHIBIT C

PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Tax Increment Reinvestment Zone #3
City of Abilene, Texas



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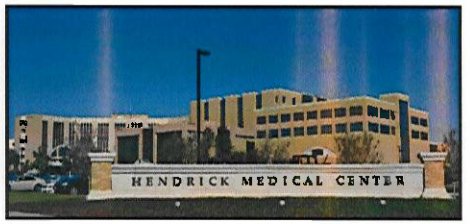
- Introduction 1
- TIRZ Boundary 2
- Current Conditions & Ownership 3
- Proposed Development 5
- Project Costs 7
- Financial Feasibility Analysis 8
- Terms and Conditions 24
- Appendix A 25

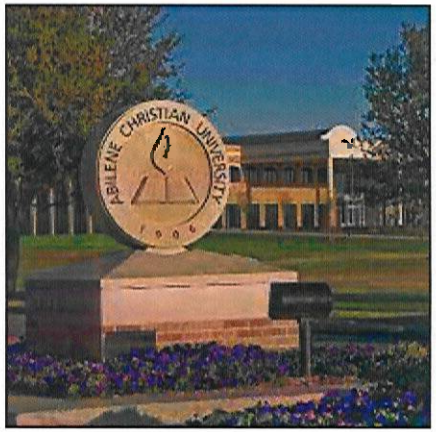
DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



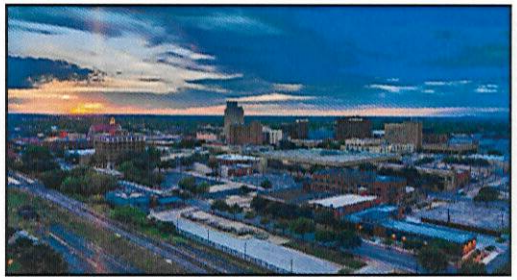


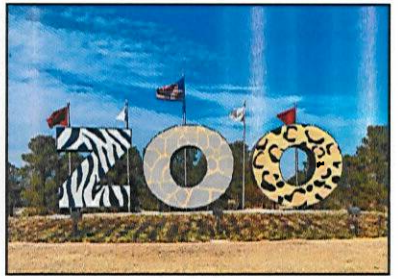


The City of Abilene, Texas serves as the county seat for Taylor County and is located approximately 180 miles west of the Dallas/Fort Worth Metroplex, near the geographic center of the state. Conveniently connected east-west by Interstate Highway 20, and north-south by U.S. highways 83, 84, and 277, Abilene is the center of a 22-county area commonly referred to as the Big Country.

Abilene functions as a regional center for distribution, commerce, industry, transportation, and education, providing an assortment of lodging, dining, cultural, and retail opportunities. Residents enjoy a thriving arts scene, unique museums, sporting events, parks, children's activities, hunting, fishing and more.

Supported by a regional workforce of over 140,000, ample space for expansion, and reliable and convenient infrastructure, Abilene is the obvious region of choice for big-time employers such as Dyess Air Force Base, Hendrick Health System, Abilene Christian University, and Blue Cross Blue Shield.



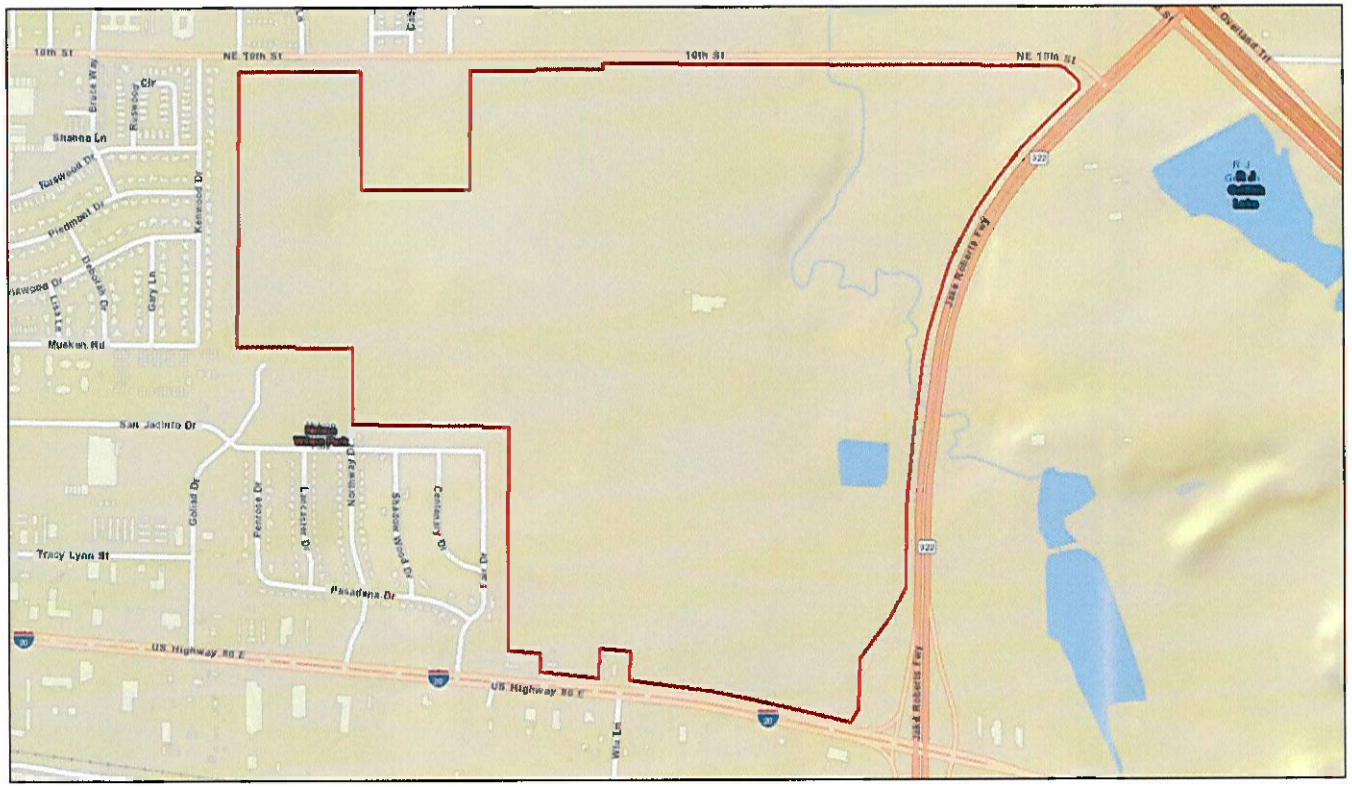


Introduction

Tax Increment Reinvestment Zone #3, City of Abilene

On November 17, 2022, the City Council of the City of Abilene, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City as a Reinvestment Zone Number Three, City of Abilene, Texas. The goal of Tax Increment Reinvestment Zone #3 (TIRZ #3) is to continue funding the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of $13,588,164 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Abilene. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

TIRZ Boundary

Boundary Description

TIRZ #3 consists of approximately 420.77acres located wholly within the city limits of the City of Abilene. The legal description for the zone is described in detail below.

Legal Description TIRZ #3

Beginning at the northwest corner of Property ID 77146, continuing east along the northern boundary of Property ID 77146 to the point it meets Property ID 22450, thence

Continuing east along the northern boundary of Property ID 22450 to the point it meets the northwest corner of Property ID 25735 where it meets the southern right of way boundary of 10th Street, thence

East along the southern right of way boundary of 10th Street to the point it meets the western right of way boundary of Jake Roberts Freeway, thence

South along the western right of way boundary of Jake Roberts Freeway to the point it meets the northeast corner of Property ID 60604, thence

South along the eastern boundary of Property ID 60604 to the point it meets the northeast corner of Property ID 61268, thence

South along the eastern boundary of Property ID 61268 to the point it meets the northern right of way boundary of Interstate 20, thence

West along the northern right of way boundary of Interstate 20 to the point it meets the southeast corner of Property ID 60755, thence

North along the eastern boundary of Property ID 60755, continuing west along the northern boundary to the point it meets Property ID 10381, thence

South along the eastern boundary of Property ID 10381, continuing west along the southern boundary to the point it meets the southeast corner of Property ID 10497, thence

West along the southern boundary of Property ID 10497, continuing north along the western boundary to the point it meets the southern boundary of Property ID 58751, thence

West along the southern boundary of Property ID 58751, continuing north along the western boundary to the point it meets the southern boundary of Property ID 77146, thence

West along the southern boundary of Property ID 77146, continuing north along the western boundary to the northwest corner of Property ID 77146, which is the point of beginning.

Current Conditions

Land Use

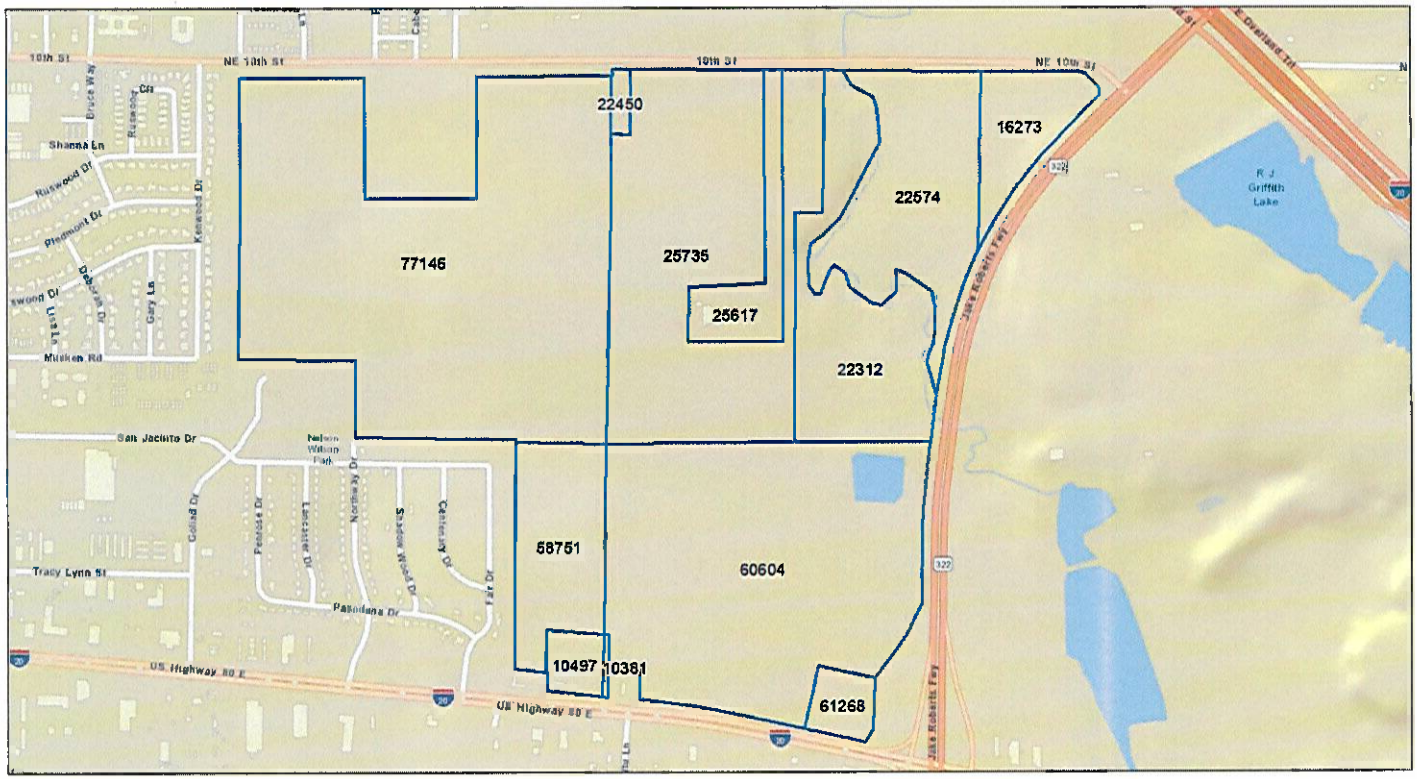
The land within the zone is vacant land that is well positioned for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently twelve parcels within Tax Increment Reinvestment Zone #3, all of which are owned by Abilene Christian University. The 2022 estimated taxable base value of the property within the TIRZ is $1,736,565. For further details of parcels included within the TIRZ see **Appendix A.**



Current Conditions

Zoning

The zoning for the property within the TIRZ can be seen in the map below, with the majority if the land within the zone being currently zoned AO- Agricultural Open, shaded in green.

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Abilene zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.



Proposed Development

The land within the zone is well positioned for future development. In 2022, the conceptual site plan shown below was produced. The site plan shows a single family development with a total of 911 lots in a variety of sizes.



LOT COUNT:	
50' Lots:	86
55' Lots:	386
60' Lots:	48
70' Lots:	294
100' Lots:	77
130' Lots:	20
TOTAL LOTS:	**911**

ACU Trail Ridge - Overall Site Plan

SCALE: 1" = 300' - 0" AT 22" X 34"

DUNAWAY | PAGE 2

Proposed Development

Anticipated Development

The table to the right provides an overview of the potential development that DPED projects will occur during the life of the TIRZ based on the site plan on the previous page, along with estimated dates of when the development construction will begin and be completed. It is anticpated that development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Start	Final Delivery	Units	Taxable Value PSF/Unit	Incremental Value
PHASE ONE					
55' LOTS	2024	2026	86	$ 425,000	$ 36,550,000
60' LOTS	2024	2026	8	$ 510,000	$ 4,080,000
70' LOTS	2024	2026	72	$ 595,000	$ 42,840,000
100' LOTS	2024	2026	13	$ 680,000	$ 8,840,000
130' LOTS	2024	2026	1	$ 765,000	$ 765,000
			180		**$ 93,075,000**
PHASE TWO					
55' LOTS	2026	2028	86	$ 425,000	$ 36,550,000
60' LOTS	2026	2028	34	$ 510,000	$ 17,340,000
70' LOTS	2026	2028	0	$ 595,000	$ -
100' LOTS	2026	2028	0	$ 680,000	$ -
130' LOTS	2026	2028	0	$ 765,000	$ -
			120		**$ 53,890,000**
PHASE THREE					
55' LOTS	2028	2030	86	$ 425,000	$ 36,550,000
60' LOTS	2028	2030	52	$ 510,000	$ 26,520,000
70' LOTS	2028	2030	12	$ 595,000	$ 7,140,000
100' LOTS	2028	2030	3	$ 680,000	$ 2,040,000
130' LOTS	2028	2030	0	$ 765,000	$ -
			153		**$ 72,250,000**
PHASE FOUR					
55' LOTS	2030	2032	86	$ 425,000	$ 36,550,000
60' LOTS	2030	2032	52	$ 510,000	$ 26,520,000
70' LOTS	2030	2032	12	$ 595,000	$ 7,140,000
100' LOTS	2030	2032	3	$ 680,000	$ 2,040,000
130' LOTS	2030	2032	0	$ 765,000	$ -
			153		**$ 72,250,000**
PHASE FIVE					
55' LOTS	2032	2034	86	$ 425,000	$ 36,550,000
60' LOTS	2032	2034	52	$ 510,000	$ 26,520,000
70' LOTS	2032	2034	12	$ 595,000	$ 7,140,000
100' LOTS	2032	2034	3	$ 680,000	$ 2,040,000
130' LOTS	2032	2034	0	$ 765,000	$ -
			153		**$ 72,250,000**
PHASE SIX					
55' LOTS	2034	2036	86	$ 425,000	$ 36,550,000
60' LOTS	2034	2036	52	$ 510,000	$ 26,520,000
70' LOTS	2034	2036	11	$ 595,000	$ 6,545,000
100' LOTS	2034	2036	3	$ 680,000	$ 2,040,000
130' LOTS	2034	2036	0	$ 765,000	$ -
			152		**$ 71,655,000**
Total		**LOTS**	**911**		**$ 435,370,000**

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #3 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs			
Water Facilities and Improvements	$	3,397,041	25.0%
Sanitary Sewer Facilities and Improvements	$	3,397,041	25.0%
Storm Water Facilities and Improvements	$	3,397,041	25.0%
Street and Intersection Improvements	$	1,358,816	10.0%
Open Space, Park and Recreation Facilities and Improvements	$	679,408	5.0%
Utilities and Street Lighting	$	679,408	5.0%
Economic Development Grants	$	543,527	4.0%
Administrative Costs	$	135,882	1.0%
	$	13,588,164	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.

The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item.

It is anticipated that the individual TIRZ project cost allocations will be evaluated on a case by case basis, consistent with the categories listed above, and brought forward to the TIRZ board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Financial Feasibility Analysis

Method of Financing

To fund the public improvements outlined on the previous page, the City of Abilene will contribute 25% of the real property increment within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the table below.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, we have found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax		Participation	
City of Abilene	0.76210000	25.0%	0.1905250
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		**0.19052500**

Personal Property Tax		Participation	
City of Abilene	0.76210000	0%	0.0000000
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		**0.00000000**

Sales Tax		Participation	
City of Abilene - Regular	0.0100000	0.00%	0.0000000
City of Abilene - Property Tax Relief	0.0050000	0.00%	0.0000000
ECOA (0.25%)	0.0050000	0.00%	0.0000000
	0.02000000		**0.00000000**

PHASE ONE : INPUT & OUTPUT

► *INPUT*

INFLATION RATE	2.00%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	25.0%	0.1905250
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.1905250

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	0%	0.0000000
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.0000000

City of Abilene - Regular	0.01000000	0%	0.0000000
City of Abilene - Property Tax Relief	0.00500000	0%	0.0000000
ECOA (0.25%)	0.00500000	0%	0.0000000
	0.02000000		0.0000000

PHASE ONE	Final Delivery	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	BPP $ / SF	BPP TAX VALUE	SALES $ / SF	SALES TAX VALUE
55' LOTS	2026	86	$ 425,000	$ 36,550,000		$ -	$ -	$ -
60' LOTS	2026	8	$ 510,000	$ 4,080,000				
70' LOTS	2026	72	$ 595,000	$ 42,840,000				
100' LOTS	2026	13	$ 650,000	$ 8,540,000				
130' LOTS	2026	1	$ 765,000	$ 765,000				
	TOTAL	180		93,075,000		-		-

► *OUTPUT*

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Abilene	30.0%	$ 14,202,354	=	$ 14,202,354	+	$ -	+	$ -
Taylor County	22.4%	$ 10,575,825	=	$ 10,575,825	+	$ -	+	$ -
Abilene ISD	47.6%	$ 22,536,291	=	$ 22,536,291	+	$ -	+	
	100.0%	47,314,470		$ 47,314,470		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Abilene	100.0%	$ 3,550,589	=	$ 3,550,589	+	$ -	+	$ -
Taylor County	0.0%	$ -	=	$ -	+	$ -	+	$ -
Abilene ISD	0.0%	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 3,550,589		$ 3,550,589		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Abilene	24.3%	$ 10,651,766	=	$ 10,651,766	+	$ -	+	$ -
Taylor County	24.2%	$ 10,575,825	=	$ 10,575,825	+	$ -	+	$ -
Abilene ISD	51.6%	$ 22,536,291	=	$ 22,536,291	+	$ -	+	$ -
	100.0%	$ 43,763,881		$ 43,763,881		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
TOTAL TAX REVENUE		**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	
55' LOTS				26	57	86	86	86	86	86	86	86	86	86	86	86	86	86	86	86	86	86	
55		-	425,000	433,500	442,170	451,013	460,034	469,234	478,619	488,191	497,955	507,914	518,073	528,434	539,003	549,783	560,779	571,994	583,434	595,103	607,005	619,145	
TAXABLE VALUE					**25,097,588**	**38,747,152**	**39,582,895**	**40,354,153**	**41,161,236**	**41,984,461**	**42,824,150**	**43,680,633**	**44,554,246**	**45,445,331**	**46,354,238**	**47,281,322**	**48,226,948**	**49,191,489**	**50,175,319**	**51,178,824**	**52,202,400**	**53,246,448**	
60' LOTS				3	6	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	
0			510,000	520,200	530,604	541,216	552,040	563,081	574,343	585,830	597,546	609,497	621,687	634,121	646,803	659,739	672,934	686,393	700,121	714,123	728,406	742,974	
TAXABLE VALUE				**1,373,228**	**2,801,589**	**4,329,729**	**4,416,323**	**4,504,650**	**4,594,743**	**4,686,638**	**4,780,370**	**4,875,978**	**4,973,497**	**5,072,967**	**5,174,427**	**5,277,915**	**5,383,473**	**5,491,143**	**5,600,966**	**5,712,985**	**5,827,245**	**5,943,790**	
70' LOTS				24	48	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	
72			595,000	606,900	619,038	631,419	644,047	656,928	670,067	683,468	697,137	711,080	725,302	739,808	754,604	769,696	785,090	800,792	816,807	833,144	849,807	866,803	
TAXABLE VALUE				**14,419,944**	**29,416,068**	**45,469,151**	**46,371,394**	**47,298,822**	**48,244,798**	**49,209,694**	**50,193,888**	**51,197,766**	**52,221,721**	**53,266,155**	**54,331,478**	**55,418,108**	**56,526,470**	**57,657,000**	**58,810,140**	**59,986,342**	**61,186,069**	**62,409,791**	
100' LOTS				8	9	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	
13			680,000	693,600	707,472	721,621	736,054	750,775	765,790	781,106	796,728	812,663	828,916	845,496	862,404	879,653	897,246	915,190	933,494	952,164	971,207	990,632	
TAXABLE VALUE				**2,675,544**	**5,070,110**	**9,301,079**	**9,488,700**	**9,760,074**	**9,955,276**	**10,154,381**	**10,357,468**	**10,564,618**	**10,775,911**	**10,991,429**	**11,211,257**	**11,435,483**	**11,664,192**	**11,897,476**	**12,135,426**	**12,378,134**	**12,625,697**	**12,878,211**	
130' LOTS				1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
1			765,000	780,300	795,906	811,824	828,061	844,622	861,514	878,745	896,319	914,246	932,531	951,181	970,205	989,609	1,009,401	1,029,589	1,050,181	1,071,185	1,092,609	1,114,461	
TAXABLE VALUE				**780,300**	**795,906**	**811,824**	**828,061**	**844,622**	**861,514**	**878,745**	**896,319**	**914,246**	**932,531**	**951,181**	**970,205**	**989,609**	**1,009,401**	**1,029,589**	**1,050,181**	**1,071,185**	**1,092,609**	**1,114,461**	
SF (CUMMULATIVE UNITS)				**80**	**110**	**130**	**130**	**130**	**130**	**130**	**130**	**130**	**130**	**130**	**130**	**130**	**130**	**130**	**130**	**130**	**130**	**130**	
REAL PROPERTY	***TOTAL TAXABLE VALUE***	-	-	***16,573,572***	***58,111,750***	***89,390,856***	***91,178,673***	***93,002,246***	***94,862,291***	***96,759,537***	***98,694,728***	***100,668,623***	***102,681,995***	***104,735,635***	***106,830,348***	***108,966,955***	***111,146,294***	***113,369,219***	***115,636,604***	***117,949,336***	***120,308,323***	***122,714,489***	
City of Abilene		-	-	126,307	442,870	681,248	694,873	708,770	722,946	737,404	752,153	767,196	782,539	798,190	814,154	830,437	847,046	863,987	881,267	898,892	916,870	935,207	14,202,354
Taylor County		-	-	94,055	329,784	507,293	517,439	527,788	538,344	549,110	560,093	571,294	582,720	594,375	606,262	618,387	630,755	643,370	656,238	669,362	682,750	696,405	10,575,825
Abilene ISD		-	-	200,424	702,745	1,081,004	1,102,624	1,124,676	1,147,170	1,170,113	1,193,515	1,217,386	1,241,733	1,266,568	1,291,899	1,317,737	1,344,092	1,370,974	1,398,393	1,426,361	1,454,888	1,483,986	22,536,291
Total		-	-	***420,786***	***1,475,399***	***2,269,544***	***2,314,935***	***2,361,234***	***2,408,459***	***2,456,628***	***2,505,760***	***2,555,876***	***2,606,993***	***2,659,133***	***2,712,316***	***2,766,562***	***2,821,893***	***2,878,331***	***2,935,898***	***2,994,616***	***3,054,508***	***3,115,598***	***47,314,470***
PERSONAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																							
City of Abilene		-	-	126,307	442,870	681,248	694,873	708,770	722,946	737,404	752,153	767,196	782,539	798,190	814,154	830,437	847,046	863,987	881,267	898,892	916,870	935,207	14,202,354
Taylor County		-	-	94,055	329,784	507,293	517,439	527,788	538,344	549,110	560,093	571,294	582,720	594,375	606,262	618,387	630,755	643,370	656,238	669,362	682,750	696,405	10,575,825
Abilene ISD		-	-	200,424	702,745	1,081,004	1,102,624	1,124,676	1,147,170	1,170,113	1,193,515	1,217,386	1,241,733	1,266,568	1,291,899	1,317,737	1,344,092	1,370,974	1,398,393	1,426,361	1,454,888	1,483,986	22,536,291
Total		-	-	***420,786***	***1,475,399***	***2,269,544***	***2,314,935***	***2,361,234***	***2,408,459***	***2,456,628***	***2,505,760***	***2,555,876***	***2,606,993***	***2,659,133***	***2,712,316***	***2,766,562***	***2,821,893***	***2,878,331***	***2,935,898***	***2,994,616***	***3,054,508***	***3,115,598***	***47,314,470***
PARTICIPATION																							
REAL PROPERTY	*Taxable Value*	-	-	*16,573,572*	*58,111,750*	*89,390,856*	*91,178,673*	*93,002,246*	*94,862,291*	*96,759,537*	*98,694,728*	*100,668,623*	*102,681,995*	*104,735,635*	*106,830,348*	*108,966,955*	*111,146,294*	*113,369,219*	*115,636,604*	*117,949,336*	*120,308,323*	*122,714,489*	
City of Abilene		-	-	31,577	110,717	170,312	173,718	177,193	180,736	184,351	188,038	191,799	195,635	199,548	203,539	207,609	211,761	215,997	220,317	224,723	229,217	233,802	3,550,589
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	***31,577***	***110,717***	***170,312***	***173,718***	***177,193***	***180,736***	***184,351***	***188,038***	***191,799***	***195,635***	***199,548***	***203,539***	***207,609***	***211,761***	***215,997***	***220,317***	***224,723***	***229,217***	***233,802***	***3,550,589***
PERSONAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																							GROSS
City of Abilene		-	-	31,577	110,717	170,312	173,718	177,193	180,736	184,351	188,038	191,799	195,635	199,548	203,539	207,609	211,761	215,997	220,317	224,723	229,217	233,802	3,550,589
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	***31,577***	***110,717***	***170,312***	***173,718***	***177,193***	***180,736***	***184,351***	***188,038***	***191,799***	***195,635***	***199,548***	***203,539***	***207,609***	***211,761***	***215,997***	***220,317***	***224,723***	***229,217***	***233,802***	***3,550,589***
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																							
SUMMARY																							GROSS
City of Abilene		-	-	94,730	332,152	510,936	521,155	531,578	542,209	553,053	564,114	575,397	586,905	598,643	610,616	622,828	635,284	647,990	660,950	674,169	687,652	701,405	10,651,766
Taylor County		-	-	94,055	329,784	507,293	517,439	527,788	538,344	549,110	560,093	571,294	582,720	594,375	606,262	618,387	630,755	643,370	656,238	669,362	682,750	696,405	10,575,825
Abilene ISD		-	-	200,424	702,745	1,081,004	1,102,624	1,124,676	1,147,170	1,170,113	1,193,515	1,217,386	1,241,733	1,266,568	1,291,899	1,317,737	1,344,092	1,370,974	1,398,393	1,426,361	1,454,888	1,483,986	22,536,291
Total		-	-	***389,210***	***1,364,682***	***2,099,233***	***2,141,217***	***2,184,042***	***2,227,722***	***2,272,277***	***2,317,722***	***2,364,077***	***2,411,356***	***2,459,585***	***2,508,777***	***2,558,953***	***2,610,132***	***2,662,334***	***2,715,581***	***2,769,893***	***2,825,291***	***2,881,796***	***43,763,881***

PHASE TWO : INPUT & OUTPUT

▶ *INPUT*

INFLATION RATE	2.00%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	25.0%	0.1905250
Taylor County	0.59760000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53900000		0.1905250

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	0%	0.0000000
Taylor County	0.59760000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53900000		0.0000000

City of Abilene - Regular	0.01000000	0%	0.0000000
City of Abilene - Property Tax Relief	0.00500000	0%	0.0000000
ECOA (0.25%)	0.00500000	0%	0.0000000
	0.02000000		0.0000000

PHASE TWO	Final Delivery	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	BPP $ / SF	BPP TAX VALUE	SALES $ / SF	SALES TAX VALUE
55' LOTS	2029	86	$ 425,000	$ 36,550,000		$ -	$ -	$ -
60' LOTS	2028	34	$ 510,000	$ 17,340,000				
70' LOTS	2028	-	$ 595,000	$ -				
100' LOTS	2028	-	$ 680,000	$ -				
130' LOTS	2028	-	$ 765,000	$ -				
	TOTAL	120		53,890,000		-		-

▶ *OUTPUT*

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL		SALES	
City of Abilene	30.0%	$ 8,278,776	=	$ 8,278,776	+	$ -	+	$	-
Taylor County	22.4%	$ 6,164,815	=	$ 6,164,815	+	$ -	+	$	-
Abilene ISD	47.6%	$ 13,136,759	=	$ 13,136,759	+	$ -	+		
	100.0%	27,580,351		$ 27,580,351		$ -		$	-
		100.0%		100.0%		0.0%			0.0%

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL		SALES	
City of Abilene	100.0%	$ 2,069,694	=	$ 2,069,694	+	$ -	+	$	-
Taylor County	0.0%	$ -	=	$ -	+	$ -	+	$	-
Abilene ISD	0.0%	$ -	=	$ -	+	$ -	+	$	-
	100.0%	$ 2,069,694		$ 2,069,694		$ -		$	-
		100.0%		100.0%		0.0%			0.0%

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL		SALES	
City of Abilene	24.3%	$ 6,209,082	=	$ 6,209,082	+	$ -	+	$	-
Taylor County	24.2%	$ 6,164,815	=	$ 6,164,815	+	$ -	+	$	-
Abilene ISD	51.5%	$ 13,136,759	=	$ 13,136,759	+	$ -	+	$	-
	100.0%	$ 26,510,657		$ 26,510,657		$ -		$	-
		100.0%		100.0%		0.0%			0.0%

	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
TOTAL TAX REVENUE		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
65' LOTS						28	57	86	86	86	86	86	86	86	86	86	86	86	86	86	86	86	
86		-	425,000	433,500	442,170	451,013	460,034	469,234	478,619	488,191	497,955	507,914	518,073	528,434	539,003	549,783	560,778	571,994	583,434	595,103	607,005	619,145	
TAXABLE VALUE				-	-	12,790,760	26,111,511	40,354,153	41,161,236	41,984,461	42,824,150	43,680,633	44,554,246	45,445,331	46,354,238	47,281,322	48,226,949	49,191,488	50,175,318	51,178,824	52,202,400	53,246,448	
65' LOTS						11	22	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34	
34			510,000	520,200	530,604	541,216	552,040	563,081	574,343	585,830	597,546	609,497	621,687	634,121	646,803	659,739	672,934	686,393	700,121	714,123	728,406	742,974	
TAXABLE VALUE				-	-	5,072,444	12,387,787	19,144,761	19,527,656	19,918,209	20,316,574	20,722,906	21,137,365	21,560,111	21,991,313	22,431,139	22,879,762	23,337,357	23,804,104	24,280,186	24,765,790	25,261,106	
70' LOTS						-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
0			595,000	606,900	619,038	631,419	644,047	656,928	670,067	683,468	697,137	711,080	725,302	739,808	754,604	769,696	785,090	800,792	816,807	833,144	849,807	866,803	
TAXABLE VALUE				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
100' LOTS						-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
0			680,000	693,600	707,472	721,621	736,054	750,775	765,790	781,106	796,728	812,663	828,916	845,495	862,404	879,653	897,246	915,190	933,494	952,164	971,207	990,632	
TAXABLE VALUE				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
130' LOTS						-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
0			765,000	780,300	795,906	811,824	828,061	844,622	861,514	878,745	896,319	914,246	932,531	951,181	970,205	989,609	1,009,401	1,029,589	1,050,181	1,071,185	1,092,608	1,114,461	
TAXABLE VALUE				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SF (CUMMULATIVE UNITS)						40	79	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	
REAL PROPERTY	TOTAL TAXABLE VALUE	-	-	-	-	18,872,205	38,499,298	59,498,914	60,688,893	61,902,671	63,140,724	64,403,539	65,691,609	67,005,441	68,345,550	69,712,461	71,106,711	72,528,845	73,979,422	75,459,010	76,968,190	78,507,554	
City of Abilene		-	-	-	-	143,826	293,403	453,441	462,510	471,760	481,195	490,819	500,636	510,648	520,861	531,279	541,904	552,742	563,797	575,073	586,575	598,306	6,276,776
Taylor County		-	-	-	-	107,100	218,484	337,656	344,409	351,298	358,324	365,490	372,800	380,256	387,861	395,618	403,531	411,601	419,833	428,230	436,794	445,530	6,164,815
Abilene ISD		-	-	-	-	226,222	465,572	719,520	733,911	748,589	763,561	778,832	794,409	810,297	826,503	843,033	859,893	877,091	894,633	912,526	930,776	949,392	13,136,759
Total		-	-	-	-	479,148	977,459	1,510,618	1,540,830	1,571,647	1,603,080	1,635,141	1,667,844	1,701,201	1,735,225	1,769,930	1,805,328	1,841,435	1,878,264	1,915,829	1,954,145	1,993,228	27,580,351
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																							
City of Abilene		-	-	-	-	143,826	293,403	453,441	462,510	471,760	481,195	490,819	500,636	510,648	520,861	531,279	541,904	552,742	563,797	575,073	586,575	598,306	6,276,776
Taylor County		-	-	-	-	107,100	218,484	337,656	344,409	351,298	358,324	365,490	372,800	380,256	387,861	395,618	403,531	411,601	419,833	428,230	436,794	445,530	6,164,815
Abilene ISD		-	-	-	-	226,222	465,572	719,520	733,911	748,589	763,561	778,832	794,409	810,297	826,503	843,033	859,893	877,091	894,633	912,526	930,776	949,392	13,136,759
Total		-	-	-	-	479,148	977,459	1,510,618	1,540,830	1,571,647	1,603,080	1,635,141	1,667,844	1,701,201	1,735,225	1,769,930	1,805,328	1,841,435	1,878,264	1,915,829	1,954,145	1,993,228	27,580,351
PARTICIPATION																							
REAL PROPERTY	Taxable Value	-	-	-	-	18,872,205	38,499,298	59,498,914	60,688,893	61,902,671	63,140,724	64,403,539	65,691,609	67,005,441	68,345,550	69,712,461	71,106,711	72,528,845	73,979,422	75,459,010	76,968,190	78,507,554	
City of Abilene		-	-	-	-	35,956	73,351	113,360	115,628	117,940	120,299	122,705	125,159	127,662	130,215	132,820	135,476	138,186	140,949	143,768	146,644	149,577	2,069,694
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	35,956	73,351	113,360	115,628	117,940	120,299	122,705	125,159	127,662	130,215	132,820	135,476	138,186	140,949	143,768	146,644	149,577	2,069,694
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																							GROSS
City of Abilene		-	-	-	-	35,956	73,351	113,360	115,628	117,940	120,299	122,705	125,159	127,662	130,215	132,820	135,476	138,186	140,949	143,768	146,644	149,577	2,069,694
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	35,956	73,351	113,360	115,628	117,940	120,299	122,705	125,159	127,662	130,215	132,820	135,476	138,186	140,949	143,768	146,644	149,577	2,069,694
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																							
SUMMARY																							GROSS
City of Abilene		-	-	-	-	107,869	220,052	340,081	346,883	353,820	360,897	368,115	375,477	382,986	390,646	398,459	406,428	414,557	422,848	431,305	439,931	448,730	6,206,982
Taylor County		-	-	-	-	107,100	218,484	337,656	344,409	351,298	358,324	365,490	372,800	380,256	387,861	395,618	403,531	411,601	419,833	428,230	436,794	445,530	6,164,815
Abilene ISD		-	-	-	-	226,222	465,572	719,520	733,911	748,589	763,561	778,832	794,409	810,297	826,503	843,033	859,893	877,091	894,633	912,526	930,776	949,392	13,136,759
Total		-	-	-	-	443,190	904,108	1,397,256	1,425,203	1,453,707	1,482,781	1,512,437	1,542,686	1,573,539	1,605,010	1,637,110	1,669,852	1,703,249	1,737,314	1,772,061	1,807,502	1,843,652	25,510,557

Financial Feasibility Analysis

► ***INPUT***

INFLATION RATE	2.00%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	25.0%	0.1905250
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.1905250

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	0%	0.0000000
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.0000000

City of Abilene - Regular	0.01000000	0%	0.0000000
City of Abilene - Property Tax Relief	0.00600000	0%	0.0000000
ECOA (0.28%)	0.00800000	0%	0.0000000
	0.02000000		0.0000000

PHASE THREE	Final Delivery	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	BPP $ / SF	BPP TAX VALUE	SALES $ / SF	SALES TAX VALUE
55' LOTS	2038	86	$ 425,000	$ 36,550,000		$ -	$ -	$ -
60' LOTS	2038	52	$ 510,000	$ 26,520,000				
70' LOTS	2038	12	$ 595,000	$ 7,140,000				
100' LOTS	2038	3	$ 680,000	$ 2,040,000				
130' LOTS	2038	-	$ 765,000	$ -				
	TOTAL	153		72,250,000		-		-

► ***OUTPUT***

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL		SALES
City of Abilene	30.0%	$ 9,894,978	=	$ 9,894,978	+	$ -	+	$ -
Taylor County	22.4%	$ 7,368,324	=	$ 7,368,324	+	$ -	+	$ -
Abilene ISD	47.6%	$ 15,701,347	=	$ 15,701,347	+	$ -	+	
	100.0%	32,964,648		$ 32,964,648		$ -		$ -
		100.0%		100.0%		0.0%		0.0%

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL		SALES
City of Abilene	100.0%	$ 2,473,744	=	$ 2,473,744	+	$ -	+	$ -
Taylor County	0.0%	$ -	=	$ -	+	$ -	+	$ -
Abilene ISD	0.0%	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 2,473,744		$ 2,473,744		$ -		$ -
		100.0%		100.0%		0.0%		0.0%

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL		SALES
City of Abilene	24.3%	$ 7,421,233	=	$ 7,421,233	+	$ -	+	$ -
Taylor County	24.2%	$ 7,368,324	=	$ 7,368,324	+	$ -	+	$ -
Abilene ISD	51.5%	$ 15,701,347	=	$ 15,701,347	+	$ -	+	$ -
	100.0%	$ 30,490,904		$ 30,490,904		$ -		$ -
		100.0%		100.0%		0.0%		0.0%

Financial Feasibility Analysis

Calender Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
TOTAL TAX REVENUE																						
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
55' LOTS							28	57	86	86	86	86	86	86	86	86	86	86	86	86	86	
86	-	426,000	433,500	442,170	451,013	460,034	469,234	478,619	488,191	497,955	507,914	518,073	528,434	539,003	549,783	560,778	571,994	583,434	595,103	607,005	619,145	
TAXABLE VALUE		-	-	-	-	-	13,316,871	27,166,416	41,984,461	42,824,150	43,680,633	44,554,246	45,445,331	46,354,238	47,281,322	48,226,949	49,191,488	50,175,318	51,178,824	52,202,400	53,246,448	
60' LOTS							17	34	52	52	52	52	52	52	52	52	52	52	52	52	52	
62		510,000	520,200	530,604	541,216	552,040	563,081	574,343	585,830	597,546	609,497	621,687	634,121	646,803	659,739	672,934	686,393	700,121	714,123	728,406	742,974	
TAXABLE VALUE		-	-	-	-	-	9,663,474	19,717,446	30,483,144	31,072,407	31,693,855	32,327,732	32,974,287	33,633,772	34,306,448	34,992,577	35,692,428	36,406,277	37,134,402	37,877,090	38,634,632	
70' LOTS							4	8	12	12	12	12	12	12	12	12	12	12	12	12	12	
12		595,000	606,900	619,038	631,419	644,047	656,928	670,067	683,468	697,137	711,080	725,302	739,808	754,604	769,696	785,090	800,792	816,807	833,144	849,807	866,803	
TAXABLE VALUE		-	-	-	-	-	2,631,435	5,386,926	8,201,818	8,365,846	8,532,961	8,703,620	8,877,693	9,055,246	9,236,351	9,421,078	9,609,500	9,801,690	9,997,724	10,197,678	10,401,632	
100' LOTS							1	2	3	3	3	3	3	3	3	3	3	3	3	3	3	
3		680,000	693,600	707,472	721,621	736,054	750,775	765,790	781,106	796,728	812,663	828,916	845,495	862,404	879,653	897,246	915,190	933,494	952,164	971,207	990,632	
TAXABLE VALUE		-	-	-	-	-	749,267	1,516,265	2,343,319	2,390,185	2,437,989	2,486,749	2,536,484	2,587,213	2,638,958	2,691,737	2,745,571	2,800,483	2,856,492	2,913,622	2,971,895	
130' LOTS							-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
0		765,000	780,300	795,906	811,824	828,061	844,622	861,514	878,745	896,319	914,246	932,531	951,181	970,205	989,609	1,009,401	1,029,589	1,050,181	1,071,185	1,092,608	1,114,461	
TAXABLE VALUE		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SF (CUMMULATIVE UNITS)		-	-	-	-	-	89	181	183	183	183	183	183	183	183	183	183	183	183	183	183	
REAL PROPERTY	*TOTAL TAXABLE VALUE*	-	-	-	-	-	26,324,047	53,791,055	82,992,539	84,652,300	86,345,436	88,072,347	89,833,794	91,630,470	93,463,079	95,332,341	97,238,987	99,183,767	101,167,443	103,190,791	105,254,607	
City of Abilene		-	-	-	-	-	200,518	409,256	632,466	645,135	658,039	671,199	684,623	698,316	712,282	726,528	741,058	755,879	770,997	786,417	802,145	9,894,978
Taylor County		-	-	-	-	-	149,389	304,753	470,963	480,402	490,010	499,811	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320	7,368,324
Abilene ISD		-	-	-	-	-	318,337	649,407	1,003,629	1,023,701	1,044,175	1,065,059	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844	15,701,347
Total	-	-	-	-	-	-	668,341	1,363,416	2,107,058	2,149,240	2,192,224	2,236,069	2,280,790	2,326,406	2,372,934	2,420,393	2,468,801	2,518,177	2,568,540	2,619,911	2,672,309	32,964,648
PERSONAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																						
City of Abilene		-	-	-	-	-	200,518	409,256	632,466	645,135	658,039	671,199	684,623	698,316	712,282	726,528	741,058	755,879	770,997	786,417	802,145	9,894,978
Taylor County		-	-	-	-	-	149,389	304,753	470,963	480,402	490,010	499,811	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320	7,368,324
Abilene ISD		-	-	-	-	-	318,337	649,407	1,003,629	1,023,701	1,044,175	1,065,059	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844	15,701,347
Total	-	-	-	-	-	-	668,341	1,363,416	2,107,058	2,149,240	2,192,224	2,236,069	2,280,790	2,326,406	2,372,934	2,420,393	2,468,801	2,518,177	2,568,540	2,619,911	2,672,309	32,964,648
PARTICIPATION																						
REAL PROPERTY	*Taxable Value*	-	-	-	-	-	26,324,047	53,791,055	82,992,539	84,652,390	86,345,436	88,072,347	89,833,794	91,630,470	93,463,079	95,332,341	97,238,987	99,183,767	101,167,443	103,190,791	105,254,607	
City of Abilene		-	-	-	-	-	50,154	102,314	158,122	161,284	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	2,473,744
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	50,154	102,314	158,122	161,284	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	2,473,744
PERSONAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	*Taxable Value*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																						GROSS
City of Abilene		-	-	-	-	-	50,154	102,314	158,122	161,284	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	2,473,744
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	50,154	102,314	158,122	161,284	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	2,473,744
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																						
SUMMARY																						GROSS
City of Abilene		-	-	-	-	-	150,362	306,942	474,345	483,852	493,529	503,400	513,466	523,737	534,212	544,896	555,794	565,910	576,248	589,813	601,609	7,421,233
Taylor County		-	-	-	-	-	149,389	304,753	470,963	480,402	490,010	499,811	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320	7,368,324
Abilene ISD		-	-	-	-	-	318,337	649,407	1,003,629	1,023,701	1,044,175	1,065,059	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844	15,701,347
Total	-	-	-	-	-	-	618,187	1,261,102	1,948,936	1,987,955	2,027,715	2,068,269	2,109,634	2,151,827	2,194,864	2,238,781	2,283,636	2,329,207	2,373,791	2,423,307	2,471,773	30,490,904

PHASE FOUR : INPUT & OUTPUT

▶ ***INPUT***

INFLATION RATE	2.00%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.70210000	26.0%	0.1905260
Taylor County	0.56760000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53900000		0.1905260

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.70210000	0%	0.0000000
Taylor County	0.56760000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53900000		0.0000000

City of Abilene - Regular	0.01000000	0%	0.0000000
City of Abilene - Property Tax Relief	0.00500000	0%	0.0000000
ECOA (0.25%)	0.00600000	0%	0.0000000
	0.02000000		0.0000000

PHASE FOUR	Final Delivery	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	BPP $ / SF	BPP TAX VALUE	SALES $ / SF	SALES TAX VALUE
55' LOTS	2032	66	$ 425,000	$ 28,050,000		$ -	$ -	$ -
60' LOTS	2032	52	$ 510,000	$ 26,520,000				
70' LOTS	2032	12	$ 595,000	$ 7,140,000				
100' LOTS	2032	3	$ 680,000	$ 2,040,000				
130' LOTS	2032	-	$ 765,000	$ -				
	TOTAL	133		73,250,000		-		-

▶ ***OUTPUT***

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL		SALES
City of Abilene	30.0%	$ 8,841,994	=	$ 8,841,994	+	$ -	+	$ -
Taylor County	22.4%	$ 6,435,286	=	$ 6,435,286	+	$ -	+	$ -
Abilene ISD	47.6%	$ 13,713,113	=	$ 13,713,113	+	$ -	+	
	100.0%	28,790,394		$ 28,790,394		$ -		$ -
		100.0%		100.0%		0.0%		0.0%

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL		SALES
City of Abilene	100.0%	$ 2,160,499	=	$ 2,160,499	+	$ -	+	$ -
Taylor County	0.0%	$ -	=	$ -	+	$ -	+	$ -
Abilene ISD	0.0%	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 2,160,499		$ 2,160,499		$ -		$ -
		100.0%		100.0%		0.0%		0.0%

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL		SALES
City of Abilene	24.3%	$ 6,481,496	=	$ 6,481,496	+	$ -	+	$ -
Taylor County	24.2%	$ 6,435,286	=	$ 6,435,286	+	$ -	+	$ -
Abilene ISD	51.5%	$ 13,713,113	=	$ 13,713,113	+	$ -	+	$ -
	100.0%	$ 26,629,896		$ 26,629,896		$ -		$ -
		100.0%		100.0%		0.0%		0.0%

	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
TOTAL TAX REVENUE																							
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
55' LOTS										26	57	86	86	86	86	86	86	86	86	86	86	86	
55		-	425,000	433,500	442,170	451,013	460,034	469,234	478,619	488,191	497,955	507,914	518,073	528,434	539,003	549,783	560,778	571,994	583,434	595,103	607,005	619,145	
TAXABLE VALUE		-	-	-	-	-	-	-	-	13,954,872	28,263,939	43,800,633	44,584,246	45,445,391	46,354,236	47,321,322	48,226,849	49,191,486	50,175,316	51,178,824	52,202,400	53,246,448	
60' LOTS										17	34	52	52	52	52	52	52	52	52	52	52	52	
52			510,000	520,200	530,604	541,216	552,040	563,081	574,343	585,830	597,546	609,497	621,687	634,121	646,803	659,739	672,934	686,393	700,121	714,123	728,406	742,974	
TAXABLE VALUE		-	-	-	-	-	-	-	-	10,052,837	20,597,756	31,693,855	32,327,732	32,974,287	33,633,772	34,306,448	34,992,577	35,692,429	36,406,277	37,134,402	37,877,090	38,634,632	
70' LOTS										4	8	12	12	12	12	12	12	12	12	12	12	12	
12			595,000	606,900	619,038	631,419	644,047	656,928	670,067	683,468	697,137	711,080	725,302	739,808	754,604	769,696	785,090	800,792	816,807	833,144	849,807	866,803	
TAXABLE VALUE		-	-	-	-	-	-	-	-	2,706,533	5,521,326	8,532,961	8,703,620	8,877,693	9,055,246	9,236,351	9,421,078	9,609,500	9,801,690	9,997,724	10,197,678	10,401,632	
100' LOTS										1	2	3	3	3	3	3	3	3	3	3	3	3	
3			680,000	693,600	707,472	721,621	736,054	750,775	765,790	781,106	796,728	812,663	828,916	845,495	862,404	879,653	897,246	915,190	933,494	952,164	971,207	990,632	
TAXABLE VALUE		-	-	-	-	-	-	-	-	773,295	1,577,522	2,437,989	2,486,749	2,536,484	2,587,213	2,638,958	2,691,737	2,745,571	2,800,483	2,856,492	2,913,622	2,971,895	
130' LOTS										-	-	-	-	-	-	-	-	-	-	-	-	-	
0			765,000	780,300	795,906	811,824	828,061	844,622	861,514	878,745	896,319	914,246	932,531	951,181	970,205	989,609	1,009,401	1,029,589	1,050,181	1,071,185	1,092,608	1,114,461	
TAXABLE VALUE		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SF (CUMMULATIVE UNITS)										50	101	153	153	153	153	153	153	153	153	153	153	153	
REAL PROPERTY	TOTAL TAXABLE VALUE	-	-	-	-	-	-	-	-	27,387,536	55,870,572	86,345,438	88,072,347	89,833,794	91,630,470	93,463,079	95,332,341	97,238,987	99,183,767	101,167,443	103,190,791	105,254,607	
City of Abilene		-	-	-	-	-	-	-	-	208,720	425,780	656,039	671,109	684,623	698,316	712,282	726,528	741,058	755,879	770,997	786,417	802,145	6,641,994
Taylor County		-	-	-	-	-	-	-	-	185,424	317,063	490,010	499,811	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320	6,436,286
Abilene ISD		-	-	-	-	-	-	-	-	331,197	675,643	1,044,175	1,065,059	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844	13,713,113
Total		-	-	-	-	-	-	-	-	695,342	1,418,486	2,192,224	2,235,969	2,280,790	2,326,406	2,372,934	2,420,393	2,468,801	2,518,177	2,568,540	2,619,911	2,672,309	28,790,394
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																							
City of Abilene		-	-	-	-	-	-	-	-	208,720	425,780	656,039	671,109	684,623	698,316	712,282	726,528	741,058	755,879	770,997	786,417	802,145	6,641,994
Taylor County		-	-	-	-	-	-	-	-	185,424	317,063	490,010	499,811	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320	6,436,286
Abilene ISD		-	-	-	-	-	-	-	-	331,197	675,643	1,044,175	1,065,059	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844	13,713,113
Total		-	-	-	-	-	-	-	-	695,342	1,418,486	2,192,224	2,235,969	2,280,790	2,326,406	2,372,934	2,420,393	2,468,801	2,518,177	2,568,540	2,619,911	2,672,309	28,790,394
PARTICIPATION																							
REAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	27,387,536	55,870,572	86,345,438	88,072,347	89,833,794	91,630,470	93,463,079	95,332,341	97,238,987	99,183,767	101,167,443	103,190,791	105,254,607	
City of Abilene		-	-	-	-	-	-	-	-	82,160	106,447	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	2,160,499
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	82,160	106,447	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	2,160,499
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																							GROSS
City of Abilene		-	-	-	-	-	-	-	-	82,160	106,447	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	2,160,499
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	82,160	106,447	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	2,160,499
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																							
SUMMARY																							GROSS
City of Abilene		-	-	-	-	-	-	-	-	126,560	319,342	493,529	503,309	513,466	523,737	534,212	544,896	555,794	566,910	578,248	589,813	601,609	6,481,496
Taylor County		-	-	-	-	-	-	-	-	185,424	317,063	490,010	499,811	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320	6,436,286
Abilene ISD		-	-	-	-	-	-	-	-	331,197	675,643	1,044,175	1,065,059	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844	13,713,113
Total		-	-	-	-	-	-	-	-	643,182	1,312,051	2,027,715	2,068,269	2,109,634	2,151,827	2,194,864	2,238,761	2,283,535	2,329,207	2,375,791	2,423,307	2,471,773	26,629,896

PHASE FIVE : INPUT & OUTPUT

▶ *INPUT*

INFLATION RATE	2.00%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	25.0%	0.1906250
Taylor County	0.59750000	0%	0.0000000
Abilene ISD	1.29030000	0%	0.0000000
	2.53990000		0.1906250

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	0%	0.0000000
Taylor County	0.59750000	0%	0.0000000
Abilene ISD	1.29030000	0%	0.0000000
	2.53990000		0.0000000

City of Abilene - Regular	0.01000000	0%	0.0000000
City of Abilene - Property Tax Relief	0.00500000	0%	0.0000000
EDDA (0.25%)	0.00500000	0%	0.0000000
	0.02000000		0.0000000

PHASE FIVE

	Final Delivery	ARRA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	BPP $ / SF	BPP TAX VALUE	SALES $ / SF	SALES TAX VALUE
55' LOTS	2034	66	$ 425,000	$ 28,550,000		$ -	$ -	$ -
60' LOTS	2034	62	$ 510,000	$ 26,520,000				
70' LOTS	2034	12	$ 595,000	$ 7,140,000				
100' LOTS	2034	3	$ 680,000	$ 2,040,000				
130' LOTS	2034	-	$ 765,000	$ -				
	TOTAL	163		72,250,000		-		-

▶ *OUTPUT*

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Abilene	30.0%	$ 7,338,391	=	$ 7,338,391	+	$ -	+	$ -	
Taylor County	22.4%	$ 5,464,554	=	$ 5,464,554	+	$ -	+	$ -	
Abilene ISD	47.6%	$ 11,644,556	=	$ 11,644,556	+	$ -	+		
	100.0%	$ 24,447,500		$ 24,447,500		$ -		$ -	
		100.0%		100.0%		0.0%		0.0%	

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Abilene	100.0%	$ 1,834,598	=	$ 1,834,598	+	$ -	+	$ -	
Taylor County	0.0%	$ -	=	$ -	+	$ -	+	$ -	
Abilene ISD	0.0%	$ -	=	$ -	+	$ -	+	$ -	
	100.0%	$ 1,834,598		$ 1,834,598		$ -		$ -	
		100.0%		100.0%		0.0%		0.0%	

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Abilene	24.2%	$ 5,503,793	=	$ 5,503,793	+	$ -	+	$ -	
Taylor County	24.2%	$ 5,464,554	=	$ 5,464,554	+	$ -	+	$ -	
Abilene ISD	51.5%	$ 11,644,556	=	$ 11,644,556	+	$ -	+	$ -	
	100.0%	$ 22,612,903		$ 22,612,903		$ -		$ -	
		100.0%		100.0%		0.0%		0.0%	

	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
TOTAL TAX REVENUE																							
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
55' LOTS												28	57	86	86	86	86	86	86	86	86	86	
60		-	425,000	433,500	442,170	451,013	460,034	469,234	478,619	488,191	497,955	507,914	518,073	528,434	539,003	549,783	560,779	571,994	583,434	595,103	607,005	619,145	
TAXABLE VALUE			-	-	-	-	-	-	-	-	-	14,414,500	29,405,902	45,445,231	46,354,336	47,281,222	48,226,846	49,191,463	50,175,318	51,178,824	52,202,400	53,246,448		
60' LOTS												17	34	52	52	52	52	52	52	52	52	52	
52			510,000	520,200	530,604	541,216	552,040	563,081	574,343	585,830	597,546	609,497	621,687	634,121	646,803	659,739	672,934	686,393	700,121	714,123	728,406	742,974	
TAXABLE VALUE			-	-	-	-	-	-	-	-	-	10,455,972	21,336,303	32,974,287	33,633,772	34,306,448	34,992,577	35,692,428	36,406,277	37,134,402	37,877,090	38,634,632		
70' LOTS												4	8	12	12	12	12	12	12	12	12	12	
12			595,000	606,900	619,038	631,419	644,047	656,928	670,067	683,468	697,137	711,080	725,302	739,808	754,604	769,696	785,090	800,792	816,807	833,144	849,807	866,803	
TAXABLE VALUE			-	-	-	-	-	-	-	-	-	2,815,877	5,744,389	8,877,693	9,055,246	9,236,351	9,421,078	9,609,500	9,801,690	9,997,724	10,197,678	10,401,632		
100' LOTS												1	2	3	3	3	3	3	3	3	3	3	
3			850,000	867,000	767,472	721,821	736,054	750,775	765,790	781,106	796,728	812,663	828,916	845,495	862,404	879,653	897,246	915,190	933,494	952,164	971,207	990,632	
TAXABLE VALUE			-	-	-	-	-	-	-	-	-	804,636	1,641,354	2,535,404	2,587,213	2,638,958	2,691,737	2,745,571	2,800,483	2,856,492	2,913,622	2,971,895		
130' LOTS												-	-	-	-	-	-	-	-	-	-	-	
0			765,000	780,300	795,906	811,824	828,061	844,622	861,514	878,745	896,319	914,246	932,531	951,181	970,205	989,609	1,009,401	1,029,589	1,050,181	1,071,185	1,092,608	1,114,461	
TAXABLE VALUE			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SF (CUMMULATIVE UNITS)												50	101	153	153	153	153	153	153	153	153	153	
REAL PROPERTY	TOTAL TAXABLE VALUE	-	-	-	-	-	-	-	-	-	-	28,493,995	58,127,749	89,932,794	91,630,470	93,463,079	95,332,341	97,238,987	99,183,767	101,167,443	103,190,791	105,254,607	
City of Abilene		-	-	-	-	-	-	-	-	-	-	217,153	442,992	684,623	698,316	712,282	726,528	741,058	755,879	770,997	786,417	802,145	7,338,391
Taylor County		-	-	-	-	-	-	-	-	-	-	161,703	329,875	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320	5,464,554
Abilene ISD		-	-	-	-	-	-	-	-	-	-	344,578	702,939	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844	11,644,556
Total		-	-	-	-	-	-	-	-	-	-	723,434	1,475,805	2,280,790	2,326,406	2,372,934	2,420,393	2,468,801	2,518,177	2,568,540	2,619,911	2,672,309	24,447,500
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SUMMARY																							
City of Abilene		-	-	-	-	-	-	-	-	-	-	217,153	442,992	684,623	698,316	712,282	726,528	741,058	755,879	770,997	786,417	802,145	7,338,391
Taylor County		-	-	-	-	-	-	-	-	-	-	161,703	329,875	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320	5,464,554
Abilene ISD		-	-	-	-	-	-	-	-	-	-	344,578	702,939	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844	11,644,556
Total		-	-	-	-	-	-	-	-	-	-	723,434	1,475,805	2,280,790	2,326,406	2,372,934	2,420,393	2,468,801	2,518,177	2,568,540	2,619,911	2,672,309	24,447,500
PARTICIPATION																							
REAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	28,493,995	58,127,749	89,932,794	91,630,470	93,463,079	95,332,341	97,238,987	99,183,767	101,167,443	103,190,791	105,254,607	
City of Abilene		-	-	-	-	-	-	-	-	-	-	54,288	110,748	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	1,834,598
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	54,288	110,748	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	1,834,598
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SUMMARY																							GROSS
City of Abilene		-	-	-	-	-	-	-	-	-	-	54,288	110,748	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	1,834,598
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	54,288	110,748	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	1,834,598
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																							
SUMMARY																							GROSS
City of Abilene		-	-	-	-	-	-	-	-	-	-	162,865	332,244	513,468	523,737	534,212	544,896	555,794	566,910	578,248	589,813	601,609	5,503,793
Taylor County		-	-	-	-	-	-	-	-	-	-	161,703	329,875	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320	5,464,554
Abilene ISD		-	-	-	-	-	-	-	-	-	-	344,578	702,939	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844	11,644,556
Total		-	-	-	-	-	-	-	-	-	-	669,146	1,365,058	2,109,634	2,151,827	2,194,864	2,238,761	2,283,536	2,329,207	2,375,791	2,423,307	2,471,773	22,612,903

PHASE SIX : INPUT & OUTPUT

▶ ***INPUT***

INFLATION RATE	2.00%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	25.0%	0.1905250
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.1905250

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	0%	0.0000000
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.0000000

City of Abilene - Regular	0.01000000	0%	0.0000000
City of Abilene - Property Tax Relief	0.00500000	0%	0.0000000
ECOA (0.25%)	0.00500000	0%	0.0000000
	0.02000000		0.0000000

PHASE SIX

	Final Delivery	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	BPP $ / SF	BPP TAX VALUE	SALES $ / SF	SALES TAX VALUE
55' LOTS	2035	80	$ 425,000	$ 36,550,000		$ -	$ -	$ -
60' LOTS	2035	62	$ 510,000	$ 26,520,000				
70' LOTS	2035	11	$ 595,000	$ 6,545,000				
100' LOTS	2036	3	$ 680,000	$ 2,040,000				
130' LOTS	2036	-	$ 765,000	$ -				
	TOTAL	162		71,655,000		-		-

▶ ***OUTPUT***

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Abilene	30.0%	$ 5,932,867	=	$ 5,932,867	+	$ -	+	$	-
Taylor County	22.4%	$ 4,417,919	=	$ 4,417,919	+	$ -	+	$	-
Abilene ISD	47.6%	$ 9,414,255	=	$ 9,414,255	+	$ -	+		
	100.0%	$ 19,765,031		$ 19,765,031		$ -		$	-
		100.0%		100.0%		0.0%			0.0%

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Abilene	100.0%	$ 1,483,214	=	$ 1,483,214	+	$ -	+	$	-
Taylor County	0.0%	$ -	=	$ -	+	$ -	+	$	-
Abilene ISD	0.0%	$ -	=	$ -	+	$ -	+	$	-
	100.0%	$ 1,483,214		$ 1,483,214		$ -		$	-
		100.0%		100.0%		0.0%			0.0%

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Abilene	24.3%	$ 4,449,643	=	$ 4,449,643	+	$ -	+	$	-
Taylor County	24.2%	$ 4,417,919	=	$ 4,417,919	+	$ -	+	$	-
Abilene ISD	51.5%	$ 9,414,255	=	$ 9,414,255	+	$ -	+	$	-
	100.0%	$ 18,281,817		$ 18,281,817		$ -		$	-
		100.0%		100.0%		0.0%			0.0%

Financial Feasibility Analysis

	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
TOTAL TAX REVENUE																							
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
55' LOTS														28	57	85	85	85	85	85	85	85	
85		-	425,000	433,500	442,170	451,013	460,034	469,234	478,619	488,191	497,955	507,914	518,073	528,434	539,003	549,783	560,779	571,994	583,434	595,103	607,005	619,145	
TAXABLE VALUE		-	-	-	-	-	-	-	-	-	-	-	-	14,995,959	30,593,767	47,251,322	48,226,849	49,191,486	50,175,316	51,178,824	52,202,400	53,246,448	
60' LOTS														17	34	52	52	52	52	52	52	52	
62			510,000	520,200	530,604	541,216	552,040	563,081	574,343	585,830	597,546	609,497	621,687	634,121	646,803	659,739	672,934	686,393	700,121	714,123	728,406	742,974	
TAXABLE VALUE		-	-	-	-	-	-	-	-	-	-	-	-	10,891,516	22,196,290	34,308,448	34,992,577	35,692,428	36,406,277	37,134,402	37,877,090	38,634,632	
70' LOTS														4	7	11	11	11	11	11	11	11	
11			595,000	606,900	619,038	631,419	644,047	656,928	670,067	683,468	697,137	711,080	725,302	739,808	754,604	769,696	785,090	800,792	816,807	833,144	849,807	866,803	
TAXABLE VALUE		-	-	-	-	-	-	-	-	-	-	-	-	2,856,502	5,478,424	8,466,555	8,635,989	8,808,708	8,984,882	9,164,580	9,347,872	9,534,829	
100' LOTS														1	2	3	3	3	3	3	3	3	
3			680,000	693,600	707,472	721,621	736,054	750,775	765,790	781,106	796,728	812,663	828,916	845,495	862,404	879,653	897,246	915,190	933,494	952,164	971,207	990,632	
TAXABLE VALUE		-	-	-	-	-	-	-	-	-	-	-	-	837,040	1,707,861	2,629,850	2,681,737	2,735,371	2,790,463	2,846,492	2,903,522	2,961,595	
130' LOTS														-	-	-	-	-	-	-	-	-	
0			765,000	780,300	795,906	811,824	828,061	844,622	861,514	878,745	896,319	914,246	932,531	951,181	970,205	989,609	1,009,401	1,029,589	1,050,181	1,071,185	1,092,608	1,114,461	
TAXABLE VALUE		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SF (CUMMULATIVE UNITS)														50	100	152	152	152	152	152	152	152	
REAL PROPERTY	TOTAL TAXABLE VALUE	-	-	-	-	-	-	-	-	-	-	-	-	29,401,015	59,976,071	92,693,383	94,547,251	96,428,198	98,366,960	100,334,295	102,340,985	104,387,805	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	224,065	457,093	706,416	720,545	734,955	749,655	764,648	779,941	795,539	5,932,857
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	168,651	340,378	526,036	536,555	547,287	558,232	569,397	580,785	592,401	4,417,919
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	355,546	725,316	1,120,941	1,143,360	1,166,227	1,189,552	1,213,343	1,237,610	1,262,362	9,414,255
Total		-	-	-	-	-	-	-	-	-	-	-	-	746,462	1,522,783	2,353,392	2,400,460	2,448,469	2,497,439	2,547,388	2,598,335	2,650,302	19,765,031
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																							
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	224,065	457,093	706,416	720,545	734,955	749,655	764,648	779,941	795,539	5,932,857
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	168,651	340,378	526,036	536,555	547,287	558,232	569,397	580,785	592,401	4,417,919
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	355,546	725,316	1,120,941	1,143,360	1,166,227	1,189,552	1,213,343	1,237,610	1,262,362	9,414,255
Total		-	-	-	-	-	-	-	-	-	-	-	-	746,462	1,522,783	2,353,392	2,400,460	2,448,469	2,497,439	2,547,388	2,598,335	2,650,302	19,765,031
PARTICIPATION																							
REAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	29,401,015	59,976,071	92,693,383	94,547,251	96,428,198	98,366,960	100,334,295	102,340,985	104,387,805	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	56,016	114,273	176,604	180,136	183,739	187,414	191,162	194,985	198,885	1,483,214
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	56,016	114,273	176,604	180,136	183,739	187,414	191,162	194,985	198,885	1,483,214
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																							GROSS
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	56,016	114,273	176,604	180,136	183,739	187,414	191,162	194,985	198,885	1,483,214
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	56,016	114,273	176,604	180,136	183,739	187,414	191,162	194,985	198,885	1,483,214
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																							
SUMMARY																							GROSS
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	168,049	342,820	529,812	540,408	551,217	562,241	573,486	584,955	596,655	4,449,643
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	168,651	340,378	526,036	536,555	547,287	558,232	569,397	580,785	592,401	4,417,919
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	355,546	725,316	1,120,941	1,143,360	1,166,227	1,189,552	1,213,343	1,237,610	1,262,362	9,414,255
Total		-	-	-	-	-	-	-	-	-	-	-	-	690,446	1,408,510	2,176,789	2,220,324	2,264,730	2,310,025	2,356,226	2,403,350	2,451,417	18,281,817

Financial Feasibility Analysis - Proposed TIRZ Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH 2.00%
DISCOUNT RATE 8.00%

REAL PROPERTY TAX

City of Abilene	0.7021000	25.0%	0.1905250
Taylor County	0.3539000	0%	0.0000000
Abilene ISD	1.2050000	9%	0.1005250
	2.2610000		0.1905250

BUSINESS PERSONAL PROPERTY TAX

City of Abilene	0.7021000	0%	0.0000000
Taylor County	0.3539000	0%	0.0000000
Abilene ISD	1.2050000	0%	0.0000000
	2.2610000		0.0000000

SALES TAX

0.0100000	0.00%	0.0000000	City of Abilene - Regular
0.0050000	0.00%	0.0000000	City of Abilene - Property Tax Relief
0.0150000	0.00%	0.0000000	EDC (0.25%)

TAX YEAR	BASE YEAR 2022	1 2023	2 2024	3 2025	4 2026	5 2027	6 2028	7 2029	8 2030	9 2031	10 2032	11 2033	12 2034	13 2035	14 2036	15 2037	16 2038	17 2039	18 2040	19 2041	20 2042	TOTALS	
BASE YEAR																							
City of Abilene	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565		
Taylor County	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565		
Abilene ISD	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565		
TAXABLE VALUE																							
City of Abilene	1,736,565	1,771,296	1,806,722	1,842,857	1,879,714	1,917,308	1,955,654	1,994,767	2,034,663	2,075,356	2,116,863	2,159,200	2,202,384	2,246,432	2,291,361	2,337,188	2,383,932	2,431,610	2,480,242	2,529,847	2,580,444		
Taylor County	1,736,565	1,771,296	1,806,722	1,842,857	1,879,714	1,917,308	1,955,654	1,994,767	2,034,663	2,075,356	2,116,863	2,159,200	2,202,384	2,246,432	2,291,361	2,337,188	2,383,932	2,431,610	2,480,242	2,529,847	2,580,444		
Abilene ISD	1,736,565	1,771,296	1,806,722	1,842,857	1,879,714	1,917,308	1,955,654	1,994,767	2,034,663	2,075,356	2,116,863	2,159,200	2,202,384	2,246,432	2,291,361	2,337,188	2,383,932	2,431,610	2,480,242	2,529,847	2,580,444		
TAXABLE VALUE INCREMENT																							
City of Abilene		34,731	70,157	106,292	143,149	180,743	219,089	258,202	298,098	338,791	380,298	422,635	465,819	509,867	554,796	600,623	647,367	695,045	743,677	793,282	843,879		
Taylor County		34,731	70,157	106,292	143,149	180,743	219,089	258,202	298,098	338,791	380,298	422,635	465,819	509,867	554,796	600,623	647,367	695,045	743,677	793,282	843,879		
Abilene ISD		34,731	70,157	106,292	143,149	180,743	219,089	258,202	298,098	338,791	380,298	422,635	465,819	509,867	554,796	600,623	647,367	695,045	743,677	793,282	843,879		
REVENUE A																							
TAXABLE VALUE GROWTH																							
City of Abilene		66	134	203	275	344	417	492	568	646	725	806	888	971	1,057	1,144	1,233	1,324	1,417	1,511	1,608	15,626	City of Abilene
Taylor County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Taylor County
Abilene ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Abilene ISD
		66	134	203	275	344	417	492	568	646	725	806	888	971	1,057	1,144	1,233	1,324	1,417	1,511	1,608	15,626	
REVENUE 1																							
PHASE ONE																							
REAL PROPERTY TAX		0	19,075,672	58,111,760	80,360,066	91,178,073	93,002,245	94,862,291	96,759,537	98,694,728	100,668,623	102,681,995	104,735,635	106,830,348	109,046,904	113,146,204	115,319,719	119,619,694	117,645,908	120,058,379	122,714,498		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Abilene		0	31,577	110,717	170,312	173,718	177,193	180,738	184,351	188,038	191,799	195,635	199,548	203,539	207,609	211,761	215,997	220,317	224,723	229,217	233,802	3,050,089	City of Abilene
Taylor County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Taylor County
Abilene ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Abilene ISD
		0	31,577	110,717	170,312	173,718	177,193	180,738	184,351	188,038	191,799	195,635	199,548	203,539	207,609	211,761	215,997	220,317	224,723	229,217	233,802	3,050,089	
REVENUE 2																							
PHASE TWO																							
REAL PROPERTY TAX		0	0	0	18,872,206	38,499,206	58,468,914	59,638,583	61,062,971	62,140,724	64,483,539	65,841,509	67,326,441	68,945,960	70,713,461	71,108,711	72,928,946	73,970,422	75,466,076	76,968,196	78,607,654		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Abilene		0	0	0	36,006	73,361	113,369	115,629	117,949	120,269	122,705	125,169	127,662	130,210	132,820	135,475	138,185	140,949	143,768	146,644	149,577	2,056,894	City of Abilene
Taylor County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Taylor County
Abilene ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Abilene ISD
		0	0	0	36,006	73,361	113,369	115,629	117,949	120,269	122,705	125,169	127,662	130,210	132,820	135,475	138,185	140,949	143,768	146,644	149,577	2,056,894	
REVENUE 3																							
PHASE THREE																							
REAL PROPERTY TAX		0	0	0	0	0	29,334,647	59,701,540	62,002,530	64,852,340	66,549,638	68,872,247	82,833,744	91,530,470	93,463,079	95,332,341	97,239,987	99,183,787	101,167,463	103,190,791	105,254,607		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
City of Abilene		0	0	0	0	0	56,154	102,314	158,122	161,284	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	2,473,744	City of Abilene
Taylor County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Taylor County
Abilene ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Abilene ISD
		0	0	0	0	0	56,154	102,314	158,122	161,284	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	2,473,744	
REVENUE 4																							
PHASE FOUR																							
REAL PROPERTY TAX		0	0	0	0	0	0	0	27,947,035	63,680,575	65,949,459	68,072,247	69,433,704	91,530,470	93,463,079	95,332,341	97,239,987	99,183,787	101,167,463	103,190,791	105,254,607		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City of Abilene		0	0	0	0	0	0	0	52,100	106,447	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	2,160,499	City of Abilene
Taylor County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Taylor County
Abilene ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Abilene ISD
		0	0	0	0	0	0	0	52,100	106,447	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	2,160,499	
REVENUE 5																							
PHASE FIVE																							
REAL PROPERTY TAX		0	0	0	0	0	0	0	0	0	29,493,059	58,127,749	89,833,794	91,630,470	93,463,079	95,332,341	97,239,987	99,183,787	101,167,463	103,190,791	105,254,607		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City of Abilene		0	0	0	0	0	0	0	0	0	54,986	110,748	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	1,834,598	City of Abilene
Taylor County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Taylor County
Abilene ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Abilene ISD
		0	0	0	0	0	0	0	0	0	54,986	110,748	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	1,834,598	
REVENUE 6																							
PHASE SIX																							
REAL PROPERTY TAX		0	0	0	0	0	0	0	0	0	0	0	29,401,015	89,475,071	91,663,383	94,647,351	96,430,199	98,309,560	100,224,200	102,340,085	104,387,887		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City of Abilene		0	0	0	0	0	0	0	0	0	0	0	56,016	114,273	175,004	180,128	183,730	187,414	191,162	194,985	198,885	1,481,214	City of Abilene
Taylor County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Taylor County
Abilene ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Abilene ISD
		0	0	0	0	0	0	0	0	0	0	0	56,016	114,273	175,004	180,128	183,730	187,414	191,162	194,985	198,885	1,481,214	
Annual GROSS REVENUE A,1,2,3,4,5,6		66	31,710	110,920	206,641	247,413	341,124	399,170	513,161	576,714	698,536	767,947	897,581	972,735	1,052,302	1,073,414	1,094,948	1,116,913	1,139,318	1,162,170	1,185,480	13,588,164	
Running total, GROSS REVENUE		66	31,777	142,697	349,337	596,751	937,775	1,336,945	1,850,105	2,426,819	3,125,355	3,893,302	4,790,883	5,763,618	6,815,920	7,889,334	8,984,282	10,101,195	11,240,513	12,402,684	13,588,164		
GROSS	13,588,164																						

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042		
City of Abilene	66	31,710	110,920	206,641	247,413	341,124	399,170	513,161	576,714	698,536	767,947	897,581	972,735	1,052,302	1,073,414	1,094,948	1,116,913	1,139,318	1,162,170	1,185,480	13,588,164	City of Abilene
Taylor County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Taylor County
Abilene ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Abilene ISD
	66	31,710	110,920	206,641	247,413	341,124	399,170	513,161	576,714	698,536	767,947	897,581	972,735	1,052,302	1,073,414	1,094,948	1,116,913	1,139,318	1,162,170	1,185,480	13,588,164	

DAVID PETTIT Economic Development

Financial Feasibility Analysis - 100% of Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

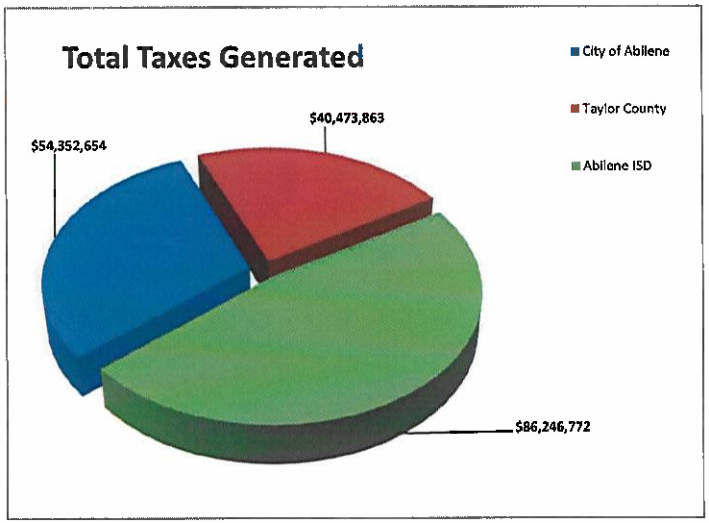
TAXABLE BASE YEAR GROWTH 3.00%
DISCOUNT RATE 6.00%

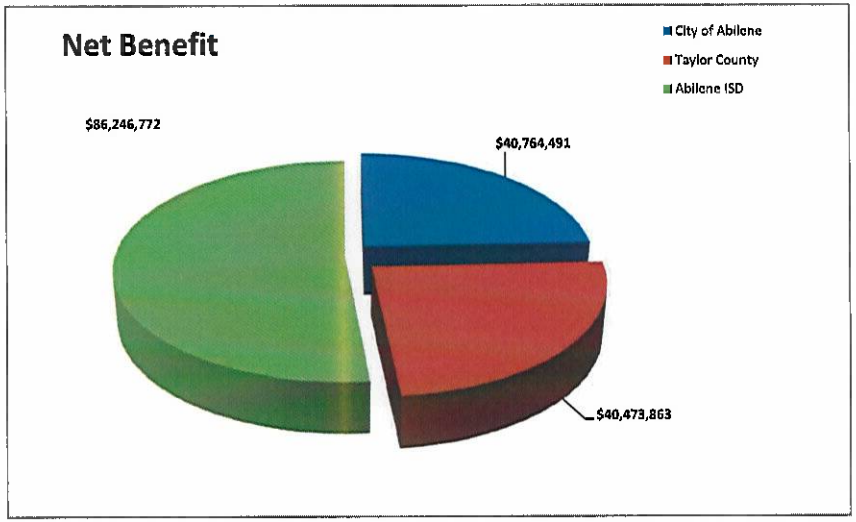
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Financial Feasibility Analysis - Summary

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIF	Net Benefit
City of Abilene	$54,352,654	$13,588,164	$40,764,491
Taylor County	$40,473,863	$0	$40,473,863
Abilene ISD	$86,246,772	$0	$86,246,772
Total	**$181,073,290**	**$13,588,164**	**$167,485,126**





Terms and Conditions



Projects Cost Estimates:

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

Length of TIRZ #3 in Years:

The TIRZ has a 20 year term and is scheduled to end on December 31, 2042 (with the final year's tax increment to be collected by September 1, 2043).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Owner	Legal Description	Acres	2022 Taxable Value
25617	ABILENE CHRISTIAN UNIVERSITY	RAINY CREEK FARMS BLOCK A LOT PT LOT 1	10.55982	$ 1,482,117
10497	ABILENE CHRISTIAN UNIVERSITY	MILK PRODUCERS PLAT BLOCK 1 LOT W381 X 450	4.125057	$ 199,284
10381	ABILENE CHRISTIAN UNIVERSITY	MILK PRODUCERS PLAT BLOCK 1 LOT W69 X 450	0.444636	$ 10,480
77146	ABILENE CHRISTIAN UNIVERSITY	A0668 SUR 38 B A L NE/4 ACRES 148.332	133.332	$ 10,485
22574	ABILENE CHRISTIAN UNIVERSITY	A0633 SUR 39 B A L NW/4 ACRES 35.64	34.28635	$ 4,891
22312	ABILENE CHRISTIAN UNIVERSITY	A0633 SUR 39 B A L NW/4 ACRES 33.20	33.43172	$ 2,811
22450	ABILENE CHRISTIAN UNIVERSITY	A0633 SUR 39 B A L NW/4 ACRES 1.49	1.494175	$ 6,644
25735	ABILENE CHRISTIAN UNIVERSITY	RAINY CREEK FARMS BLOCK A LOT PT LOT 1	72.24172	$ 7,374
61268	ABILENE CHRISTIAN UNIVERSITY	LAUREN ENGINEERING ADDN BLK 1 LOT 1	5.01572	$ 315
58751	ABILENE CHRISTIAN UNIVERSITY	A0798 SUR 38 B A L SW/4 ACRES 23.14	21.5067	$ 2,083
60604	ABILENE CHRISTIAN UNIVERSITY	A0663 SUR 39 B A L SW/4 ACRES 90.38	91.41777	$ 9,019
16273	ABILENE CHRISTIAN UNIVERSITY	A0833 SUR 39 B A L NW/4 ACRES 11.802	12.91394	$ 1,062
		Total	***420.77***	***$ 1,736,565***

TIRZ #3

Ordinance Amendment

CITY OF ABILENE TEXAS

Amending TIRZ 3 Ordinance

- Consider amending Ordinance to the modify end date to April 9th, 2026

- Approving any finds that were collected to be distributed as allowed by law.

CITY OF ABILENE TEXAS

Questions

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
3/26/2026

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

ITEM: **19. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending Chapter 28, "Solicitations", of the Code of Ordinances, Article II - "Permit", Section 28-17 "Issuance"*(Shawna Atkinson)***

GENERAL INFORMATION

Chapter 28 of the Code of Ordinances deals with solicitation permits. Currently, the section reads that the License Officer has up to 5 business days to issue a permit, unless grounds exist for denial. Our background check company closed and we were moved to a new company. The new company is taking longer to process background checks that have items on the criminal history, therefore, the City Secretary's Office is asking to extend the time frame for issuing permits to 10 business days.

FUNDING/FISCAL IMPACT

None

STAFF AND/OR BOARD RECOMMENDATION

Approval of the Ordinance

ATTACHMENTS:

1. Solicitation Ordinance - Redline 040325
2. Solicitation Ordinance - clean
3. Amend Solicitation Ordinance Permit

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 28 "SOLICITATIONS," ARTICLE II, "PERMIT," SECTION 28-17 "ISSUANCE" OF THE CODE OF THE CITY OF ABILENE, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, the protection of Abilene citizens is paramount when granting a permit to an person for door-to-door solicitation, and persons who pose a threat to public safety should be regulated regarding granting such a permit to solicit; and

WHEREAS, the City's current ordinance regulating door-to-door solicitation regulates "canvassing", "solicitation", and "peddling", thus basing its regulation of protected speech on the kind of message conveyed by such protected speech; and

WHEREAS, the purposes of Chapter 28 of the Code of Ordinances, namely the protection of citizens from criminal activity, uninvited solicitors, and protection of the public health, safety, and welfare; and

WHEREAS, the current language in the ordinance allows for the City License Officer (City Secretary) to issue a permit within five (5) business days, however, with a change in companies used to run background checks and the new company taking longer than five business days depending on the length of the criminal history, the need has arisen to allow extra time to issue the permit to ensure the background is fully examined; and

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

PART 1: That Chapter 28, "Solicitations," Article II, "Permit," Section 28-17 "Issuance" shall be amended to allow for the City License Officer to issue a permit to the applicant within ten (10) business days unless grounds for denial exist under section 28-21.

PART 2: That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

PART 3: That any person, firm, or corporation violating the provisions of this Ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.

PASSED ON FIRST READING this 26th day of March, 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 5th day of April, 2026, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 9th day of April, 2026, to permit the public to be heard. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING this 9th day of April, 2026.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

_____

CITY ATTORNEY

Exhibit A

Sec. 28-17 Issuance.

Upon completion and presentation of the application, the City License Officer shall issue a permit within ~~five (5)~~ ten (10) business days unless grounds for denial exists under section 28-21.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 28 "SOLICITATIONS," ARTICLE II, "PERMIT," SECTION 28-17 "ISSUANCE" OF THE CODE OF THE CITY OF ABILENE, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, the protection of Abilene citizens is paramount when granting a permit to an person for door-to-door solicitation, and persons who pose a threat to public safety should be regulated regarding granting such a permit to solicit; and

WHEREAS, the City's current ordinance regulating door-to-door solicitation regulates "canvassing", "solicitation", and "peddling", thus basing its regulation of protected speech on the kind of message conveyed by such protected speech; and

WHEREAS, the purposes of Chapter 28 of the Code of Ordinances, namely the protection of citizens from criminal activity, uninvited solicitors, and protection of the public health, safety, and welfare; and

WHEREAS, the current language in the ordinance allows for the City License Officer (City Secretary) to issue a permit within five (5) business days, however, with a change in companies used to run background checks and the new company taking longer than five business days depending on the length of the criminal history, the need has arisen to allow extra time to issue the permit to ensure the background is fully examined; and

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

PART 1: That Chapter 28, "Solicitations," Article II, "Permit," Section 28-17 "Issuance" shall be amended to allow for the City License Officer to issue a permit to the applicant within ten (10) business days unless grounds for denial exist under section 28-21.

PART 2: That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

PART 3: That any person, firm, or corporation violating the provisions of this Ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.

PASSED ON FIRST READING this 26th day of March, 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 5th day of April, 2026, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 9th day of April, 2026, to permit the public to be heard. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING this 9th day of April, 2026.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

_____

CITY ATTORNEY

Exhibit A

Sec. 28-17 Issuance.

Upon completion and presentation of the application, the City License Officer shall issue a permit within ten (10) business days unless grounds for denial exists under section 28-21.

Ordinance: Amending Chapter 28 “Solicitations”, Article II “Permit”, Section 28-17 “Issuance”

Allowing for up to 10 business days to process applications.

CITY OF ABILENE TEXAS


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CITY COUNCIL MEMORANDUM
3/26/2026

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

ITEM: **20. Ordinance (Final 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_26 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:

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CITY SECRETARY

_____

MAYOR

APPROVED:

_____

CITY ATTORNEY

Fee/Permit Item/Cost	Current	Proposed if Changing
PARKS AND RECREATION		
Recreation Center: All fees payable at the time the reservation is made. Admin/ User Fee: $5.00		Change Admin Fee $10.00
Activity Room		Add $150/hr (M-F 9AM-5PM)
		Add $200/hr (Saturday/Weekday 5PM - Close)
		Add $275/hr (Outside Operational Hours)
Classroom A & B Rental		
		Add $200/hr (M-F 9AM-5PM)
		Add $275/hr (Saturday/Weekday 5PM - Close)
		Add $350/hr (Outside Operational Hours)
Classroom A or B Rental		
		Add $100/hr (M-F 9AM-5PM)
		Add $150/hr (Saturday/Weekday 5PM - Close)
		Add $225/hr (Outside Operational Hours)
Game Room		
		Add $300/hr (M-F 9AM-5PM)
		Add $500/hr (Saturday/Weekday 5PM - Close)
		Add $575/hr (Outside Operational Hours)
Game Room Multiplayer (POD = 2 PC's or 1 Console)		
		Add $35/hr (M-F 9AM-5PM)
		Add $75/hr (Saturday/Weekday 5PM - Close)
Gym		
		Add $250/hr (M-F 9AM-5PM)
		Add $425/hr (Saturday/Weekday 5PM - Close)
		Add $500/hr (Outside Operational Hours)
Gym (Half)		
		Add $175/hr (M-F 9AM-5PM)
		Add $225/hr (Saturday/Weekday 5PM - Close)
		No Rental (Outside Operational Hours)
Multipurpose Room		
		Add $250/hr (M-F 9AM-5PM)
		Add $325/hr (Saturday/Weekday 5PM - Close)
		Add $400/hr (Outside Operational 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 (M-F 9AM-5PM)
		Add $200(Outside Operational 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

CITY OF ABILENE TEXAS

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 (M-F 9AM-5PM Hours)
$200/hr (Saturday/Weekday 5PM-Close)
$275/hr (Outside Operational Hours)

Classroom A & B Rental
$200/hr (M-F 9AM-5PM Hours)
$275/hr (Saturday/Weekday 5PM-Close)
$350/hr (Outside Operational Hours)

Classroom A or B Rental
$100/hr (M-F 9AM-5PM Hours)
$150/hr (Saturday/Weekday 5PM-Close)
$225/hr (Outside Operational Hours)

Game Room
$300/hr (M-F 9AM-5PM Hours)
$500/hr (Saturday/Weekday 5PM-Close)
$575/hr (Outside Operational Hours)

Game Room Multiplayer (POD = 2 PC's or 1 Console)
$35/hr (M-F 9AM-5PM Hours)
$75/hr (Saturday/Weekday 5PM-Close)
No Rental (Outside Operational Hours)

Gym
$250/hr (M-F 9AM-5PM Hours)
$425/hr (Saturday/Weekday 5PM-Close)
$500/hr (Outside Operational Hours)

Gym (Half)
$175/hr (M-F 9AM-5PM Hours)
$225/hr (Saturday/Weekday 5PM-Close)
No Rental (Outside Operational Hours)

Multipurpose Room
$250/hr (M-F 9AM-5PM Hours)
$325/hr (Saturday/Weekday 5PM-Close)
$400/hr (Outside Operational 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 (M-F 9AM-5PM Hours)
  $200 (Outside Operational 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 28, 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
3/26/2026

TO: **Emily Crawford, City Manager**
FROM: **Marjorie Knight, Director of Finance**

ITEM: **21. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Consider and Adopt Ordinance Authorizing the Issuance and Sale of City of Abilene, Texas Combination Tax and Surplus Revenue Certificates of Obligation, For Water System Improvements; Levying an Annual Ad Valorem Tax and Providing for the Security for and Payment Of such Certificates; Providing an Effective Date; and Enacting Other Provisions Relating to the Subject *(Marjorie Knight)***

GENERAL INFORMATION

This ordinance will authorize the issuance of $49 million in Certificates of Obligation through the Texas Water Development Board (TWDB).

On December 19, 2024 (Res 296-2024) City Council approved the submission of an application for financial assistance of up to $49 million to the TWDB's Drinking Water State Revolving Fund for improvements to the City's water system, including rehabilitation and expansion of the Northeast Water Treatment Plant. Benefits of the program included opportunities for zero or reduced interest rate loans through the TWDB. In December 2025 the City received notification that the TWDB had approved the financial assistance request as follows:

(1) $48,895,000, provided at a 35% reduction from the Thomson Reuters Municipal Market Data (MMD) rate applicable to the City
(2) $105,000 at 0% interest for preparation of an Asset Management Plan

On January 22, 2026 City Council approved the notice of intent to issue these certificates. This ordinance authorizes city staff to now move forward with issuing these certificates to be purchased by the TWDB.

With the reduced interest rate, total savings are estimated at $7.5 million over a 20-year repayment period. At the time this was prepared, interest rates had not yet been finalized. George Williford with Hilltop Securities will provide a sale presentation at the Council Meeting.

Please note that despite the required language used in the agenda item that states "Levying an Annual Ad Valorem Tax...", these certificates will not increase or impact the property tax rate. The debt service for these certificates will be paid with revenues of the Water & Sewer system.

FUNDING/FISCAL IMPACT

Debt service will be funded with Water & Sewer Fund revenue, with annual debt service estimated at $3.075 million. Debt service payments are anticipated to begin in FY 2027. While current water and sewer rates are sufficient to fund this increase in debt service, the Water Department is developing a new multi-year rate plan. This increase in debt service and future capital

requirements for the water and sewer system will be evaluated comprehensively as part of that process.

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

1. Abilene TWDB (DWSRF) Ordinance - Draft 03.26.26
2. Presentation - Ordinance Approving the Issuance of 2026 TWDB Certificate of Obligation

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ABILENE, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, FOR WATER SYSTEM IMPROVEMENTS; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SUCH CERTIFICATES; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTIES OF TAYLOR AND JONES §
CITY OF ABILENE §

WHEREAS, the City Council of the City of Abilene, Texas (the "City" or the "Issuer"), deems it advisable to issue Certificates of Obligation in the amount and for the purposes hereinafter set forth;

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code and Subchapter B, Chapter 1502, Texas Government Code;

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation, and said notice has been duly published in a newspaper of general circulation in the City, said newspaper being a "newspaper" as defined in Section 2051.044, Texas Government Code;

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the City during the preceding three years and failed to be approved;

WHEREAS, it is considered to be to the best interest of the City that said interest-bearing Certificates of Obligation be issued as hereinafter set forth; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code; Now, therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of Obligations of the City are hereby authorized to be issued and delivered in the aggregate principal amount of $49,000,000, for paying all or a portion of the Issuer's contractual obligations incurred for use in connection with (i) designing, engineering, constructing, acquiring, installing and equipping additions, extensions and improvements to the City's waterworks and sewer system; and (ii) paying legal, fiscal, engineering and architectural fees in connection with these projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF ABILENE, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2026," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated January 1, 2026, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years	Principal Amount($)	Interest Rates(%)

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints U.S. Bank Trust Company, National Association, Irving, Texas, to serve as paying agent and registrar for the Certificates (the "Paying Agent/Registrar"). The Mayor or City Manager is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication. Except as otherwise provided in this Section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company New York, New York ("DTC"), and except as otherwise provided in this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor

securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(n) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the initial purchaser of the Certificates or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall insert the Delivery Date on Certificate No. T-1, cancel the initial Certificate and deliver to DTC on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

NO. R-

UNITED STATES OF AMERICA
STATE OF TEXAS

PRINCIPAL AMOUNT
$_____

CITY OF ABILENE, TEXAS
COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION
SERIES 2026

Interest Rate	Delivery Date	Maturity Date	CUSIP No.
		February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Abilene, in Taylor and Jones County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on [February 15, 2027], and semiannually on each August 15 and February 15 hereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of U.S. Bank Trust Company, National Association, Irving, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described.

NOTWITHSTANDING ANY PROVISION, TERM, CONDITION OR REQUIREMENT OF THIS CERTIFICATE OR THE CERTIFICATE ORDINANCE TO THE CONTRARY, PAYMENTS TO

THE INITIAL PURCHASER OF THE CERTIFICATES OF PRINCIPAL OF AND INTEREST ON THE CERTIFICATES SHALL BE MADE BY WIRE TRANSFER OF IMMEDIATELY AVAILABLE FUNDS AT NO COST TO SUCH PURCHASER.

IN ADDITION, INTEREST MAY BE PAID by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner.

IN THE EVENT OF A NON-PAYMENT OF INTEREST on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated January 1, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $49,000,000 for paying all or apportion of the City's contractual obligations incurred for use in connection with: (i) designing, engineering, constructing, acquiring, installing and equipping additions, extensions and improvements to the City's waterworks and sewer system; and (ii) paying legal, fiscal, engineering and architectural fees in connection with these projects.

ON FEBRUARY 15, 20[___], or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be redeemed [[in inverse order of maturity]] and the Issuer shall direct the Paying Agent/Registrar to call by lot or other customary method, portions thereof within such maturities and in such principal amounts, for redemption (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST THIRTY (30) days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books at the close of business

on the business day next preceding the date of mailing of such notice; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE CERTIFICATES, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege.

The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the surplus revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the absence of the Mayor, by the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer (or in the absence of the City Secretary, by the Assistant City Secretary), and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)	(signature)
City Secretary	Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

U.S. Bank Trust Company, National Association
Irving, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please type or print clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

_____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____

The within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

_____
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this _____.

_____
Acting Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ABILENE, TEXAS, in Taylor and Jones Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments($)	Interest Rates(%)

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on [February 15, 2027], and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of the Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates. All amounts received from the sale of the Certificates as accrued interest, shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original amount of the Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer, for each year while any of the Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by revenues of the Issuer's waterworks and sewer system (the "System") that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the System, such revenues constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this section, to the extent necessary to pay the principal of and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit, or budgeted for deposit as hereinafter provided, in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 5(a) may be reduced to the extent and by the amount of the revenues then on deposit, or budgeted for deposit as hereinafter provided, in the Sinking Fund. However, if the Surplus Revenues are budgeted for deposit into the Interest and Sinking Fund, the Issuer:

(i) shall transfer and deposit in the Interest Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Certificates until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Certificates; further, that the Issuer shall not transfer any Surplus Revenues to any fund other than the Interest and Sinking Fund until such time as an amount equal to the annual debt service on the Certificates for the then current fiscal year has been deposited in the Interest and Sinking Fund; and, provided further that transfers may be made from the Waterworks and Sewer System Fund to an interest and sinking fund, debt service reserve fund, contingency fund or other fund or account established for the benefit of any revenue obligations of the Issuer that are secured by a pledge of the net revenues (which transfers shall be made in accordance with the provisions of the Ordinance pursuant to which such obligations were issued or incurred) and to any other interest

and sinking fund established for the benefit of any revenue obligations of the Issuer that are secured by a pledge of the Surplus Revenues (and any such transfers shall be made on a pro rata basis as the transfers made for the benefit of the Certificates)

(ii) shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Surplus Revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Interest and Sinking Fund for the repayment of the Certificates; and

(iii) shall at all times maintain and collect sufficient System rates and charges in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System, produce revenues in an amount not less than 1.10 times debt service requirements of all outstanding System revenue bonds of the Issuer and other obligations of the Issuer which are secured in whole or in part by a pledge of revenues of the System, for which the Issuer is budgeting the repayment of such obligations from the revenues of the System, or the Issuer shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the Interest and Sinking Fund, in conjunction with any other legally available funds, sufficient for the repayment of System debt service requirements.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the Registered Owners of the Certificates of Obligation a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the limited pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or

other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to discharges obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

(f) So long as the Texas Water Development Board is the Registered Owner of any of the Certificates, the Issuer shall provide written notice to the Texas Water Development Board of a defeasance of the Certificates pursuant to subsection (a)(ii) of this Section.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the

loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such

services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or City Manager, and the Mayor or City Manager is hereby authorized to execute such engagement letter.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with □

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(8) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(10) to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder;

(11) the Issuer will not acquire any of the Texas Water Development Board's source series bonds in an amount related to the amount of Certificates acquired by the Texas Water Development Board; and

(12) to assure that the proceeds of the Certificates will be used solely for new money purposes.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the holders of the Certificates. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code.

(d) Further Procedures. The Issuer hereby authorizes and directs the Mayor, City Manager or the Director of Finance of the Issuer and the City Secretary to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(e) Allocation Of, and Limitation On, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. SALE OF CERTIFICATES; FURTHER PROCEDURES.

(a) The Certificates are hereby officially sold and awarded to the initial purchaser, the Texas Water Development Board, at a price equal to the par amount thereof, less an origination fee of $[960,759.00]. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Certificates shall initially be registered in the name of the Texas Water Development Board or its designee.

(b) The Mayor, the City Manager, the Director of Finance, and the City Secretary of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer all such documents, certificates and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates and the sale of the Certificates. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be used as described in Section 16(d). It is provided, however, that any interest earnings on Certificate proceeds that are required to be rebated to the

United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND; SECURITY FOR DEPOSITS.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2026 Combination Tax and Surplus Revenue Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided, and to pay the costs of issuance of the Certificates. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be used in the manner described in Section 16 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be held at a designated state depository institution or other properly chartered and authorized institution and shall be secured to the fullest extent required by law for the security of public funds as provided in Chapters 2256 and 2257, Texas Government Code, as amended.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.
"Rule" means SEC Rule 15c2-12, as amended from time to time.
"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2026, financial information and operating data with respect to the Issuer of the general type included in Exhibit A hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit A hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial information by the required time, and shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is

available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of the above describe event notices 15 and 16, the term "financial obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however,

that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the

Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Registered Owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;
(2) Reduce the rate of interest borne by any of the outstanding Certificates;
(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
(5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Certificates a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment.

(d) Whenever at any time within one year from the date of the mailing of such such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which

instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the mailing of notice as provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of mailing of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer, or any official, officer or employee of the Issuer in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the Issuer, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 16. TEXAS WATER DEVELOPMENT BOARD. The provisions of this Section shall apply so long as the Certificates, or any of them, are owned by the Texas Water Development Board.

(a) Compliance with 31 TAC Chapter 371. The Issuer agrees and covenants that it will comply with the requirements in accordance with Title 31, Texas Administrative Code, Chapter 371.

(b) Compliance with TWDB Resolution. The Issuer agrees to comply with all the conditions set forth in the TWDB Resolution.

(c) Redemption. The Issuer shall provide that the Certificates may be called for early redemption as set forth in the Form of Certificate included in Section 4 above.

(d) Rule 15c2-12 Compliance. The Issuer agrees that it will comply with the provisions of Rule 15c2-12 in accordance with Section 13 above.

(e) Covenant Regarding Taxes and System Rates. The Issuer hereby agrees that, for so long as the Certificates are outstanding, to levy a tax and/or maintain and collect sufficient rates and charges to produce revenues in an amount necessary to meet the debt service requirements of all outstanding obligations, to maintain the funds established and required by the Certificates and to levy an interest and sinking fund tax rate in accordance with Section 5 above.

(f) Final Accounting and Unused or Surplus Funds. The Issuer shall render a final accounting of the cost of the Project to the TWDB within 60 days of the completion of the Project. The Issuer shall use all proceeds from the Certificates that are determined to be remaining unused funds for enhancement to the Project that explicitly approved by executive administrator, or, if no enhancements are authorized by the executive administrator, the Issuer shall submit the final accounting and disposition of any unused funds. "Unused funds" means those funds that remain unspent after the original approved project is completed. Any proceeds of the Certificates that are determined to be surplus funds may be used in a manner approved by the executive administrator of the TWDB. "Surplus funds" means those funds remaining after completion of the Project and completion of a final accounting.

(g) Remedies. The TWDB may exercise all remedies available to it in law or equity, and any provision of the Certificates that restricts or limits the TWDB's full exercise of such remedies shall be of no force and effect.

(h) Public Funds. The Issuer agrees that the Proceeds from the sale of the Certificates shall be held at a designated state depository or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

(i) Indemnification. The Issuer further agrees, to the extent permitted by law, to indemnify, hold harmless and protect the TWDB from any and all claims or causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, removal and off site disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Issuer, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project.

(j) Escrow/Trust Agreement. If any money is to be held in escrow or trust, the Issuer shall execute an escrow or trust agreement in the form approved by the executive administrator and submit such executed agreement to the TWDB.

(k) Covenant to Comply with Applicable Law and TWDB Rules. The Issuer will abide with all applicable federal laws, the laws of the State of Texas and Rules of the TWDB relating to the use of financial assistance, the loan of funds evidenced by the Certificates and the Project for which the Certificates are issued, sold and delivered.

(l) Environmental Determinations. The Issuer agrees and covenants that it will comply with all conditions as specified in the final environmental finding of the executive administrator when issued including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

(m) Insurance. Insurance coverage will be obtained and maintained by the Issuer in an amount sufficient to protect the interest of the TWDB in the Project.

(n) Lawsuits. The Issuer will immediately notify TWDB in writing of any suit against it by the Attorney General of Texas under Texas Government Code § 2.103 and Texas Penal Code § 1.10(f) related to federal laws regulating firearms, firearm accessories, and firearm ammunition.

(o) Annual Audit Reporting. The Issuer shall provide the TWDB with an annual audit report prepared in accordance with generally accepted auditing standards by a certified public accountant or licensed public accountant.

(p) Tax-Exempt Status. As set forth in Section 9 above, the Certificates are not tax-exempt obligations.

(q) Outlay Reports. The Issuer will submit outlay reports on a quarterly or monthly basis with sufficient documentation on costs in accordance with TWDB outlay report guidelines

(r) Davis-Bacon Act Compliance. All laborers and mechanics employed by contractors and subcontractors for the Project who are paid from proceeds of the Certificates on deposit in the Construction Fund shall be paid wages at rates not less than those prevailing on projects of a similar

character in the locality of the Issuer in accordance with the federal Davis-Bacon Act and the U.S. Department of Labor's implementing regulations pertaining thereto.

(s) Federal Funding Accountability and Transparency Act. The Issuer shall provide the TWDB with all information required by the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The Issuer shall obtain a Unique Entity Identification Number and shall register with System for Award Management (SAM) and maintain current registration at all times during which the Certificates are outstanding.

(t) Timely Expenditures. All proceeds of the Certificates will be timely and expeditiously used, as required by applicable federal statutes, including 40 CFR § 35.3135(d) and the Issuer shall adhere to the schedule for the Project.

(u) American Iron and Steel Requirements. The Issuer will abide by all applicable construction contract requirements related to the use of iron and steel products in the United States, as required by the Federal Appropriations Act (31 TAC § 371.4) and related State Revolving Fund Policy Guidelines.

(v) Build America, Buy America Act. The Issuer will abide by all applicable requirements related to the Build America, Buy America Act, Public Law 117-58 and 2 CFR part 184.

(w) Project Accounts. The Issuer will comply with the requirements set forth in 33 U.S.C. § 1382 related to maintaining project accounts containing financial assistance for planning, design, acquisition, or construction in accordance with generally accepted accounting principles (GAAP).

(x) Telecommunication. The Issuer will abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216.

(y) Pledge Conditions. The Issuer will deposit the funds in accordance with Section 5 above.

Section 17. ESCROW AGREEMENT AND ESCROW FUND.

(a) The Escrow Agreement between the Issuer and the escrow agent named therein (the "Escrow Agent") substantially in the form and content presented at this meeting, specifying the duties and responsibilities of the Issuer and the Escrow Agent, and creating the escrow fund ("the "Escrow Fund"), is hereby approved and the Mayor or City Manager is hereby authorized and directed to execute the Escrow Agreement on behalf of the Issuer. The Escrow Agent named in the Escrow Agreement is hereby appointed as the Escrow Agent pursuant to such Escrow Agreement.

(b) On the closing date, the Issuer shall cause the proceeds from the sale of the Certificates to be deposited into the Escrow Fund or, if agreed to by the Texas Water Development Board, all or a portion of the proceeds of the Certificates may be deposited into the Construction Fund or as otherwise directed by the Issuer and the Texas Water Development Board.

(c) Funds shall not be released from the Escrow Fund without written approval by the Executive Administrator of the Texas Water Development Board. Except as provided in Section 16(d), moneys disbursed from the Escrow Fund shall be credit to the Construction Fund created by Section 12 hereof and shall be applied only for the payment of costs of the Project.

(d) The security for, and the investment of, funds on deposit in the Escrow Fund shall be governed by the provisions of the Escrow Agreement.

Section 18. APPROPRIATION. To pay the debt service coming due on the Certificates, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 19. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 20. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Certificate.

Section 21. OPEN MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

Section 22. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

[Execution page follows]

PASSED, APPROVED AND EFFECTIVE this March 26, 2026.

_____
Mayor
City of Abilene, Texas

ATTEST

_____
City Secretary
City of Abilene, Texas [CITY SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Abilene, Texas

EXHIBIT A

Annual Financial Statements and Operating Data

The following information is referred to in Section 13(b) of this Ordinance:

1. Annual Financial Statements and Operating Data. The financial information and operating data with respect to the Issuer to be provided in accordance with such Section the following: the annual audit.

2. Accounting Principles. The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

Ordinance – Authorizing the Issuance of Certificates of Obligation for TWDB Water System Improvements

CITY OF ABILENE TEXAS

Authorizing the Issuance of Certificates of Obligation for TWDB Water System Improvements

- This ordinance will authorize issuance of $49 million of certificates of obligation for water system improvements, including rehab and expansion of the Northeast Treatment Plant.

- Debt service will be funded with water & sewer revenues. There will ***no increase or impact to the property tax rate.***

CITY OF ABILENE TEXAS

Authorizing the Issuance of Certificates of Obligation for TWDB Water System Improvements

- Financing is being provided by the Texas Water Development Board (TWDB) through a reduced interest rate loan

- George Williford with Hilltop Securities will provide a presentation of the sale.

CITY OF ABILENE TEXAS

Authorizing the Issuance of Certificates of Obligation for TWDB Water System Improvements

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
3/26/2026

TO: **Honorable Mayor & Members of City Council**
FROM: **Stanley Smith, City Attorney**

ITEM: **22. 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. Victor Lynn Lee v. Erin Stamey, et al., Case No. 5:25-cv-00590-XR; In the United States District Court, Western District of Texas, San Antonio Division; filed May 28, 2025
16. Brennon and Brittany Manske, et al. v. City of Abilene, et al.; Case No. 1:25-cv-00172-H, In the United States District Court,

Northern District of Texas, Abilene Division, filed September 5, 2025
17. Kevin Young v. Matthew Clopton; Case No. 1:24-CV-00113-H, In the United States District Court, Northern District of Texas, Abilene Division, filed July 16, 2024
18. Ishmael Jaimes v. City of Abilene; Civil Action No. 1:25-cv-00249-H; In the United States District Court, Northern District of Texas, Abilene Division; filed November 13, 2025
19. Rusty Miller and Jenny Miller, Individually, and as Next Friends of Jayden Miller v. the City of Abilene; Cause No 13773-D, in the 350th Judicial District Court, Taylor County, Texas, filed December 22, 2025
20. Fire Meet & Confer Contract
21. Texas Local Government Code Section 143

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)
1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards and Commissions may be discussed, as needed for (re)appointment
3. City Manager 6 Month Evaluation

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
3/26/2026

TO: **Honorable Mayor and City Council Members**
FROM: **Emily Crawford, City Manager**

ITEM: **23. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Meet & Confer Agreement with the Abilene Professional Fire Fighters Association *(Emily Crawford)***

GENERAL INFORMATION

The 2023 Meet and Confer Agreement between the City and the Abilene Fire Fighters Association is set to expire on April 1, 2026, unless replaced by a new Agreement. City officials and representatives of the Fire Fighters Association met on February 23, March 5, and March 16 to discuss the possibility of extending the current Agreement or negotiating a new one.

The City Manager recommended extending the Agreement through September 30, 2026, to allow sufficient time to negotiate a new Agreement to take effect on October 1, 2026. The Fire Fighters Association would only consider renewing the same terms in the 2023 Agreement and striking the peer cities to be designated by the City Council.

In order to present an Agreement to the City Council prior to April 1, the City Manager agreed. The primary terms of the Agreement are:
Base salaries will increase to the average of the City's peer cities plus 4%, or if already at average plus 4%, then the firefighter will receive a 2% increase
The peer cities are not allowed to be determined by the City Council
4 year term (2026 - 2030)

Abilene has historically used a group of ten peer cities for compensation benchmarking. These peer cities were identified more than 20 years ago, and Fire compensation has been based upon the average pay of this group. In late 2025, Administration conducted an analysis to evaluate whether these peer cities still represent an appropriate market comparison for Abilene. A new set of peer cities was proposed; however, the City will continue using the legacy ten peer cities for Civil Service.

The Abilene Fire Fighters Association members voted to approve the Agreement on March 20, 2026.

FUNDING/FISCAL IMPACT

The total cost of firefighter pay raises for 2027 is $914,193. Funding for salaries comes from the General Fund. A property tax increase of 1.01 pennies would generate this amount.

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

1. 2026 Resolution 26-30 Fire Meet & Confer Agreement
2. M&C Meeting 2025-2030 - REDLINE
3. SIGNATURE & EXECUTION PAGE

4. Fire Historic Pay
5. Fire Meet and Confer 2027 Average+4
6. 2027 MC Pay per Rank
7. Agenda #22 Council Slides Fire MC

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 3/23/2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO APPROVE AND RATIFY THE APRIL 1, 2026 THROUGH SEPTEMBER 30, 2030 MEET AND CONFER AGREEMENT BETWEEN THE CITY OF ABILENE AND THE ABILENE PROFESSIONAL FIREFIGHTERS' ASSOCIATION, IAFF LOCAL 1044

WHEREAS, Texas Local Government Code section 142 provides for the meet and confer process; and

WHEREAS, the City of Abilene and the Abilene Professional Firefighters' Association, IAFF Local 1044 have negotiated a new Meet and Confer Agreement; and

WHEREAS, the proposed Agreement has been ratified by a majority of the membership of the Abilene Professional firefighters' Association, IAFF Local 1044.

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

Part 1: That the City Council of the City of Abilene, Texas hereby approves and ratifies the Meet and Confer Agreement between the City of Abilene and the Abilene Professional Firefighters' Association, IAFF Local 1044 for April 1, 2026 through September 30, 2030.

Part 2: That this resolution becomes effectively immediately.

ADOPTED this 26th day of March, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

MEET AND CONFER AGREEMENT

BETWEEN

THE CITY OF ABILENE

AND

ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, IAFF LOCAL 1044

FISCAL YEARS 2025-2026, 2026 - 2027, 2027 - 2028, 2028 - 2029, 2029 - 2030

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DEFINITIONS

1. "Agreement" means the Meet and Confer Agreement entered between the Abilene Professional Fire Fighters Association and the City of Abilene.

2. "Association" means the Abilene Professional Fire Fighters Association, (IAFF Local 1044), its elected leaders and its collective membership.

3. "City" means the City of Abilene, its mayor, city council members, city manager, fire chief and those persons designated by the City of Abilene to manage the city and its fire department.

4. The term "commission" means the City of Abilene Firefighters' and Police Officers' Civil Service Commission.

5. The term "day" or "days" shall mean calendar days unless otherwise specified.

6. The term "Department" means the Abilene Fire Department.

7. The term "Department head" means the Chief of the Abilene Fire Department, his or her designee, or an acting Chief of the Abilene Fire Department.

8. The term "director" means the Director of the City of Abilene Firefighters' and Police Officers' Civil Service Commission.

9. The term "dues" means the cost of membership in the Association.

10. The term "firefighter" means a firefighter employed by the Fire Department by the City of Abilene.

11. The term "local rules" means the Local Rules and Regulations promulgated by the City of Abilene Firefighters' and Police Officers' Civil Service Commission.

12. "Parties" means the City of Abilene and the Abilene Professional Fire Fighters Association and "Party" means the City of Abilene or the Abilene Professional Fire Fighters Association.

ARTICLE 1

PARTIES AND PURPOSE OF MEET AND CONFER

The Parties to this Agreement are the CITY OF ABILENE, TEXAS, a home rule municipality organized under Texas law and the ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO. 1044, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS.

It is the intent and purpose of the Meet and Confer negotiations and this Agreement, entered into by and between the CITY OF ABILENE, and the ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO. 1044, to achieve and maintain harmonious relations between the Parties related to the salaries, working conditions and other conditions of employment in accordance with Subchapter C of 142 Texas Local Government Code and not deny local control by the City except as provided by this Agreement.

ARTICLE 2

RECOGNITION

The CITY OF ABILENE recognizes the ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO.1044, as the sole and exclusive bargaining agent for the covered firefighters described in the petition for recognition, excluding the head of the fire department and excluding the employees exempt under Subsection (b), in accordance with subchapter C of Chapter 142 of the Texas Local Government Code. The Parties understand and agree the provisions of this Agreement do not extend to employees outside of the Department.

ARTICLE 3

DUES DEDUCTION

Section 1. Dues Check Off

(a) If a firefighter requests in writing the payment of membership dues to the Association, the City shall deduct the dues from the firefighter's monthly salary or wages. A firefighter's request must: (1) be set out in a form prescribed and provided by the City's Human Resources Department; (2) state the amount to be deducted each month, and; (3) direct the City's Human Resources Department to transfer the deducted funds to the Association, by either check or electronic direct deposit.

(b) The dues deduction for the Association shall be remitted promptly to the Administrative Office of the ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO.1044.

(c) During the term of this Agreement, the City agrees that it will not authorize payroll deduction of dues or fees for any other organization that purports to represent Abilene firefighters in employment matters.

(d) Sections 141.008(d) and 141.008(e) of the Texas Local Government Code shall apply to a deduction request under this article. This article supersedes section 141.008(a-1) to the extent it conflicts with this article.

ARTICLE 4

HIRING

Section 1. Select Application of Chapter 143 Procedures

In adopting this article, the parties mutually agree to hold each other harmless, including their agents, officers and employees, from any and all claims from Association members or third parties arising from the application of or use of the modifications from TLGC 143, subchapter B Classification and Appointment. Further, the parties agree to preempt the TLGC Chapter 143, Subchapter B Classification and Appointment procedures Sections 143.021, 143.032, 143.024, 143.025, 143.0251, 143.026, and 143.027 except as stated in this article. In preempting Chapter 143, the parties recognize the need for more flexibility in the hiring process to meet the needs of the Department and believe it improves the selection process and provides candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the Department. Further, this article preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or the commission.

Section 2. Classification

Classification under TLGC Section 143.021 (a)-(b)-(c) shall apply, except that an existing or future position or classification may be filled only according to the Department's hiring process in accordance with the Agreement.

Section 3. Definition of Vacant Position

For purposes of this article, vacant position shall mean a vacant position in the Fire Fighter classification.

Section 4. Physical Requirements and Examination

The physical requirements and physical/mental examinations under TLGC Section 143.022 shall apply to fill vacant positions in the Department.

Section 5. Eligibility for Vacant Position

The eligibility requirements under TLGC Sections 143.023(b), 143.023(d), and 142.023(f) shall apply to fill vacant positions in the Department. A person is not eligible to apply for a vacant position in the Department unless the person meets minimum eligibility requirements for a firefighter as outlined in the local rules.

Section 6. Reappointment After Resignation

The commission shall adopt rules to allow a fire fighter who voluntarily resigns from the Department and meets the eligibility requirements for a vacant position to be reappointed to the Department at the sole discretion of the Department head.

Section 7. Procedure for Filling Vacant Positions

(a) Rank on the eligibility list

Candidates shall be ranked on the eligibility list based upon a combination of the final written examination score, the physical ability test, and the oral interview board score.

The final written examination score will include points added for certifications deemed beneficial to the Abilene Fire Department. Certification points will include: • (5) Points – Military Experience

• (3) Points - Texas Commission on Fire Protection Structural Firefighter •
(3) Points – Dept. of State Health Services, or NREMT Paramedic

An initial written examination score of 70 points, which excludes points added for certifications, is required in ordered to proceed to the physical ability testing (PAT) phase of the hiring process. A minimum of five (5) candidates for each available opening, will advance to the PAT phase. If the minimum number of candidates is not available, then all of the candidates scoring above a 70 on the written examination will proceed to the PAT phase. The number of available openings will be determined prior to the date of the written examination.

The final written examination score will be the initial written examination score plus all certification points. Certifications must be current in order to receive additional points.

(b) TCFP-certified applicants

Applicants possessing structural firefighter certification from the Texas Commission on Fire

Protection (TCFP) will receive additional points in the ranking process. These Applicants may be eligible to attend an Orientation Academy, in place of a full Fire Academy, if hired. This eligibility will be determined during the hiring process and at the discretion of the Department head.

(c) Eligibility Period

The hiring eligibility list shall expire on a date to be determined by the Department head, which shall not exceed twelve (12) months from the date of publication. The list of candidates who successfully passed the initial written examination shall also remain effective for a period determined by the Department head, not to exceed twelve (12) months from the date of the examination.

(d) Appointment to a vacant position

(i) When a vacancy occurs in a vacant position in the Department, the Department head shall appoint the person having the highest score on the hiring eligibility list unless there is a valid reason why the person having the highest score should not be appointed.

(ii) If the Department head does not appoint the person having the highest score, the Department head shall clearly set forth in writing the good and sufficient reason why the person having the highest score was not appointed.

(iii) The reason required by subsection (ii) shall be filed with the commission and a copy provided to the person having the highest score.

Section 8. Probationary Period

(a) Probationary Period

A person appointed to a vacant position in the Department must serve a minimum probationary period of twelve months. In the event that the person appointed to a vacant position in the Department has not obtained his/her EMT-Paramedic certification within the minimum twelve month probationary period, such person's probationary period shall be extended for such time until he obtains his/her EMT-Paramedic certification, or for an additional twelve-month period, whichever occurs sooner.

(b) Membership in Employee Organizations

TLGC Section 143.027(c) shall apply.

(c) Civil Service Protection

A firefighter who was appointed through the Department's hiring process and who serves the entire applicable probationary period automatically becomes a full-fledged civil service employee and has full civil service protection except as modified by this Agreement.

Section 9. Employment of Certified Fire Fighters

At the discretion of the Fire Chief, certified fire fighters with previous work experience may be offered the opportunity to attend an Orientation Academy and given Lateral Entry to the Department. These offers are contingent upon successful completion of the hiring process for lateral positions and having met all other eligibility requirements.

(a) Request for Lateral Entry

1) An initial application packet for Lateral Entry must be submitted to the City of Abilene Employment Office. The application will be in a form designated by the Fire Chief. Complete and verified employment applications will be reviewed by Fire Administration. Acceptance of an application for Lateral Entry is solely at the discretion of the Fire Chief, and the Chief is under no obligation to accept any application. The Lateral Entry application may be rejected for any reason.

(b) Eligibility for Lateral Entry

1) Lateral Entry applicants must meet all of the legal requirements to become fully certified by the Texas Commission on Fire Protection (TCFP) if the applicant is not already a TCFP Certified Fire Fighter. The applicant must have been previously employed as a

   paid full-time Fire Fighter in a position with responsibilities similar to those of a Fire Fighter for the Abilene Fire Department (AFD).

2) Applicants must have a minimum of **three (3) years** of experience working as a paid full time fire fighter in a civil service department.

3) Maximum hiring age for Lateral Entry applicants is thirty-five. Applicants shall not reach their thirty-sixth birthday prior to receiving a job offer.

4) Fire Administration will determine the applicant's suitability to be considered for Lateral Entry.

5) The applicant must successfully complete all phases of the Lateral Entry hiring process.

6) The hiring process will result in ranking applicants on the Lateral Entry Eligibility List. The Department head may give preference in selection to any person on the Lateral Entry Eligibility List. The list shall expire on a date to be determined by the Department head.

(c) Status After Appointment

1) The applicant will attend an Orientation Academy. Upon successful completion of the Orientation Academy, the applicant may be assigned to Emergency Services.

2) For payroll purposes, the applicant will begin at the 3-year Firefighter pay step. Future increases will be based service time with the AFD from the initial assigned 3-year step.

3) Longevity Pay will be based only on service time with the AFD.

4) Eligibility for promotion shall be based only on service time with the AFD.

5) Seniority, for selection of Time Away From Work (TAFW) will be based only on service time with the AFD.

6) An applicant appointed under the Lateral Entry hiring process shall serve a minimum probationary period of twelve (12) months before gaining civil service status. The probationary period may be extended to twenty-four (24) months to accommodate the attainment of a paramedic certification. During the probationary period, the applicant is an "at-will" employee who can be disciplined or terminated for any reason.

ARTICLE 5

PROMOTIONS

Section 1. Intent

In adopting this article, the Parties agree to implement a promotional system using an Assessment Center component in addition to the written examination. The Parties believe an assessment component to the selection process has improved the selection process and provides promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the position of Fire Lieutenant, Fire Captain or Battalion Chief.

Section 2. Promotional Examination Procedure

(a) The promotional examination procedure will consist of two parts:

1. a written examination, as defined in this article, consisting of one-hundred (100) multiple choice questions; and, upon passing the written examination part of the promotional examination procedure;
2. participation in an Assessment Center.

(b) The minimum passing score on the written examination is 70 percent.

(c) The commission shall adopt rules governing the promotional examination procedure and promotional eligibility lists in accordance with this article and in accordance with Appendix A for the promotional positions of Fire Lieutenant, Fire Captain, and Battalion Chief. Further, the commission may adopt rules to provide for the efficient administration of a promotional examination to eligible promotional candidates who are members of the armed forces serving on active military duty which may include using only the written examination for each candidate for one hundred percent (100%) of all promotional candidates' final scores. If a written examination is offered to an active military candidate, and that candidate receives a minimum passing score, the remaining candidates shall only be required to take the written portion of the promotional process and **Article 4, Section 2 (a) 2** shall not apply to the examination. If the active military candidate does not receive a minimum passing score, Article 4, Section 2 (a) 2 shall still apply.

Section 3. Joint Labor/Management Committee

(a) A joint Labor/Management Committee (the Committee) shall be established for the purpose of providing feedback and/or mutually agreed upon adjustments to the promotional or hiring processes outside the regular meet and confer negotiation cycle. Each Party shall designate four (4) representatives to serve on the Committee. A minimum of six (6) members of the Committee including three (3) from labor and three (3) from management must be present for a meeting to be held.

Section 4. Written Examination

(a) The term "written examination" in this article means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the Assessment Center. The promotional candidate's score on the written examination shall constitute the candidate's written score.

(b) For a promotional candidate applying for the Fire Lieutenant classification, sixty percent (60%) of a promotional candidate's composite score will be based on the written score.

(c) For a promotional candidate applying for the Fire Captain classification, fifty percent (50%) of a promotional candidate's composite score will be based on the written score.

(d) For a promotional candidate applying for the Battalion Chief classification, forty percent (40%) of a promotional candidate's composite score will be based on the written score.

Section 5. Assessment Center

(a) For a promotional candidate applying for the Fire Lieutenant classification, forty percent (40%) of a promotional candidate's composite score will be based on an Assessment Center.

(b) For a promotional candidate applying for the Fire Captain classification, fifty percent (50%) of a promotional candidate's composite score will be based on an Assessment Center.

(c) For a promotional candidate applying for the Battalion Chief classification, sixty (60%)

percent of a promotional candidate's composite score will be based on an Assessment Center.

(d) An Assessment Center will not be conducted if only one promotional candidate successfully passes the Written Examination, or if the number of openings equals the number of candidates that successfully pass the Written Examination.

Section 6. Procedure for Making Promotional Appointments

(a) For promotional candidates applying for the Fire Lieutenant classification, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .60 to account for sixty percent (60%) of the candidate's composite score; by taking the candidate's Assessment Center score and multiplying that score by .40 to account for forty percent (40%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) seniority points, to the composite score to compute the final score (see below).

(Passing Score on Written Examination x 60%) + (Assessment Center Score x 40%) = Composite

Score Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score *

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day that the Assessment Center exercises are completed.

(b) For promotional candidates applying for the Fire Captain classification, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .50 to account for fifty percent (50%) of the candidate's composite score; by taking the candidate's Assessment Center score and multiplying that score by .50 to account for fifty percent (50%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) seniority points, to the composite score to compute the final score (see below).

(Passing Score on Written Examination x 50%) + (Assessment Center Score x 50%) = Composite Score

Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score *

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day that the Assessment Center exercises are completed.

(c) For promotional candidates applying for the Battalion Chief classification, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .40 to account for forty percent (40%) of the candidate's composite score; by taking the candidate's Assessment Center score and multiplying that score by .60 to account for sixty percent (60%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) seniority points, to the composite score to compute the final score (see below).

(Passing Score on Written Examination x 40%) + (Assessment Center Score x 60%) = Composite Score

Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score *

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day that the Assessment Center exercises are completed.

(d) The parties agree that effective October 1, 2018, each promotional eligibility list remains in existence for two (2) years after the date on which the Assessment Center is completed, unless the eligibility list is exhausted prior to the two (2) year period. At the expiration of the two year period, the eligibility list expires and a new examination may be held. The Department head shall appoint the eligible promotional candidate having the highest final score on the eligibility list unless the Department head has a valid reason for not appointing the person as provided for under Section 143.036(f) and (g) of the Texas Local Government Code.

Section 7. Effect of an Eligibility List Created Under this Article

A promotional eligibility list in existence at the time of the effective date of this Agreement shall continue in effect until its expiration pursuant to Article 4 of the 2023-2025 Meet and Confer Agreement. Any promotional eligibility list created under this article will take effect upon the expiration of any eligibility list in existence on the effective date of this Agreement.

Section 8. Appeal

(a) Written Examination

A promotional candidate may appeal the multiple choice written examination under section 143.034 of the Texas Local Government Code. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination.

(b) Assessment Center

A promotional candidate may not appeal, or dispute the Assessment Center or scoring of the Assessment Center to an administrative or judicial body except for fraud committed by an assessor.

(c) Passover

The appeal provisions of Texas Local Government Code 143.036 (f) and (g) apply to a person having the highest overall score if they are not appointed by the Department head.

Section 9. Statutory Override

This article supersedes the following sections of the Local Government Code: sections 143.032(a), 143.032(b), 143.032(c), and 143.032(d) to provide for an Assessment Center process as part of the promotional selection process and posting of the Assessment Center; section 143.032(f) to provide for more flexibility for the timing of scoring; section 143.032(g) to provide for a consultant to administer an Assessment Center as part of the promotional selection process; section 143.033(a) to provide for scoring of the Assessment Center component outside the presence of the promotional candidates; section 143.033(c) to provide for an Assessment Center score as part of the promotional process so that the score is not based solely on the written examination; section 143.033(d) to provide for more time to compute and post the scores of the eligibility list; section 143.034 to provide for an Assessment Center and preclude appeal except for fraud; sections 143.036 (a), 143.036(b), and 143.036(h) to provide for the promotional process in accordance with this article; and section 143.037 to allow the information to be maintained in multiple records retained in the civil service files.

ARTICLE 6

APPOINTMENT OF PERSONNEL

The two Deputy Chief positions may be filled by appointment by the Department head pursuant to the process provided for in section 143.014 of the Texas Local Government Code.

The Fire Marshal designation shall be filled by appointment by the Department head. The Fire Marshal designation shall be appointed to an existing Captain, Lieutenant, or Battalion Chief ranked Officer, but may only be appointed to an existing Captain or Lieutenant rank if there is a Battalion Chief position which remains unfilled. The Fire Marshal shall be paid the same salary as a Battalion Chief regardless of whether the appointment is made to an existing Captain, Lieutenant, or Battalion Chief ranked firefighter. If the Fire Marshal designation is appointed to an existing Captain or Lieutenant, then the Fire Marshal shall move to the unfilled Battalion Chief rank, and an unfilled position shall occur in that Captain or Lieutenant rank, as applicable, and that unfilled Captain or Lieutenant rank shall be filled pursuant to the promotion process as outlined in this Agreement.

This article supersedes section 143.014(b) and section 143.014(c) of the Texas Local Government Code.

ARTICLE 7

DISCIPLINARY ACTION AND APPEALS

Section 1. Suspensions of Three (3) Days or Less

Appealable and Non-Appealable Suspensions

It is understood that some firefighters will make some errors during their career involving rule violations, including those who are good, professional firefighters. The Parties agree that written reprimands and short disciplinary suspensions are for the purpose of reinforcing the need for compliance with departmental standards and not necessarily as punishment.

The Parties agree that when a firefighter is suspended for 1, 2 or 3 days, the firefighter may choose one of two methods of dealing with the suspensions as listed below.

A. **Suspensions that may not be appealed.** The firefighter may forfeit vacation or holiday time equal to the length of the suspension, to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement or promotion. The forfeited vacation or holiday time will not constitute hours worked. In the event a firefighter has received a disciplinary suspension within the preceding 24-month period, the firefighter may only forfeit vacation or holiday time with the Department head's permission. The firefighter must agree that there is no right to appeal if this method of suspension is chosen and sign a waiver of appeal.

B. **Suspensions that may be appealed.** The firefighter may appeal the suspension solely to the commission. If the firefighter chooses to appeal the suspension, the hearing will be conducted as set forth in Texas Local Government Code Section 143.053.

Consideration of Suspensions of Three (3) Days or Less

The Parties agree that disciplinary suspensions of three days or less that were imposed on or after October 1, 2006, will no longer be considered for purposes of transfer or promotion after a specific period of time has passed. The specific period of time required will be equal to one year plus an additional six months for each day of suspension. This section does not apply to appealed suspensions.

After the appropriate passage of time, the Department head shall notify the commission in writing. A copy of the notification document shall be included in both the sections 143.089 (a) and (g) files, and the Department shall enter a notation in these files reflecting this. The Parties agree that the Department and the commission will not alter, destroy, conceal, or remove, any documents related to the temporary suspension, including but not limited to the letter of temporary suspension that was filed with the commission as required by Texas Local Government Code section 143.052(c), or the section 143.089 (a) or 143.089 (g) files. The original suspension paperwork shall still be subject to open records request and as evidence to negate any civil liability claim.

Section 2. Suspensions of Four (4) to Fifteen (15) Days

The Parties agree that when a firefighter is suspended for 4-15 days, the firefighter may choose one of two methods of dealing with the suspension as listed below.

A. **Suspensions that are not appealed.** The firefighter may request to use vacation or holiday time to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement, promotion, or any other purpose. The firefighter must agree that there is no right to appeal if this method of suspension is approved by the Department head.

If requested by the firefighter, the Department head may allow a firefighter to forfeit vacation or holiday time equal to the length of the suspension to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement or promotion. The forfeited vacation or holiday time will not constitute hours worked. Approval of use of vacation or holiday time will be noted in the suspension paperwork. The firefighter must agree that there is no right to appeal if this method of suspension is chosen and sign a waiver of appeal.

B. **Suspensions that may be appealed.** The firefighter may appeal the suspension to the commission or a Hearing Examiner as provided in Texas Local Government Code Sections 143.010 and 143.057.

Section 3. Suspensions of Sixteen (16) to Ninety (90) Days

A. **Mutually Agreed.** Either the Department head may offer to impose, or the firefighter facing discipline may propose to accept, a suspension without pay for a period from sixteen (16) to ninety (90) days. If the firefighter accepts the mutually agreed suspension, there shall be no right

of appeal and the firefighter must sign a waiver of appeal. It is also understood and agreed that if the Department head permits the firefighter to forfeit vacation days for suspension, such vacation or holiday time shall be considered as equal punishment to unpaid days of suspension. In no case will sick leave be forfeited for unpaid days of suspension. The forfeited vacation or holiday time will not constitute hours worked.

B. **Non Agreed.** If the Department head imposes a suspension under this section the firefighter may appeal to the commission or to a Hearing Examiner as provided in Texas Local Government Code, sections 143.010 and 143.057.

Section 4. Alternative Discipline by the Department Head

In considering appropriate disciplinary action the Department head may require that a firefighter be evaluated by a qualified professional (within the City's Employees Assistance Program ("E.A.P.")). If that professional recommends a program of counseling and/or rehabilitation for the firefighter, the Department head may, as an alternative to demotion, or temporary or indefinite suspension, or in combination with a demotion or temporary suspension, require that the firefighter successfully complete the recommended program. The program of counseling and/or rehabilitation will be completed on the firefighter's off-duty time, unless the Department head approves the use of accrued vacation leave or sick leave. The firefighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not

covered by City's E.A.P. or the firefighter's health insurance plan. If the firefighter's misconduct involves alcohol or substance abuse-related behavior, the Department head may require that the firefighter submit to mandatory alcohol or drug testing, when ordered by the Department head, for a specified period of time not to exceed twelve (12) months.

If, after entering the program of counseling and/or rehabilitation, the firefighter fails or refuses to complete the program, the firefighter may be suspended up to and including an indefinite suspension. The firefighter has the right to appeal by filing an appeal notice in accordance with the provisions of Chapter 143. The suspension may be appealed to a Texas Local Government Code Hearing Examiner or the commission. On appeal, the commission, or 143 Hearing Examiner shall have the same duties and powers set forth in Chapter 143, but shall not have the power to substitute a program of counseling and/or rehabilitation different from the program imposed by the Department head or to substitute any period of suspension for the required program of counseling and/or rehabilitation.

Section 5. Alternative Discipline by Agreement

The Department head may offer the firefighter the opportunity to enter into an alternative disciplinary agreement under which the firefighter would accept a temporary suspension of up to ninety (90) days and if applicable, agree to successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the City's E.A.P. policy. The program of counseling and/or rehabilitation will be completed during the time off for discipline or on the firefighter's off duty time, unless the Department head approves the use of accrued vacation leave or sick leave. The firefighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the City's E.A.P. program or firefighter's health insurance plan. If the firefighter's misconduct involved alcohol or substance abuse related behavior, the Department head may require that the firefighter submit to mandatory alcohol or drug testing, when ordered by the Department head, for a specified period of time not to exceed twelve (12) months. If the firefighter accepts the opportunity for agreed alternative discipline, the firefighter may not appeal any terms of the Agreement nor the disciplinary action.

If the firefighter fails to successfully complete the program of counseling and/or rehabilitation, the firefighter may be suspended up to and including an indefinite suspension without right of appeal and without right to bring any contract dispute under Article 9 regarding the Agreement or the disciplinary action, before any administrative or judicial body.

Section 6. Last Chance Agreement

In considering appropriate disciplinary action, the Department head may require that a firefighter be evaluated by a qualified professional (within the City's E.A.P). If that professional recommends a program of counseling and/or rehabilitation for the firefighter, the Department head may offer the firefighter, as an alternative to indefinite suspension, the opportunity to enter into a last chance agreement. The agreement may include the following provisions in addition to any other provisions agreed upon by the firefighter and the Department head.

A. The firefighter shall successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Department head.

B. The program of counseling and/or rehabilitation will be completed on the firefighter's off-duty time, unless the Department head approves the use of accrued vacation leave or sick leave. The firefighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the City's E.A.P. policy or the firefighter's health insurance plan.

C. The firefighter shall agree to a probationary period not to exceed one (1) year, with the additional requirement that if, during the probationary period, the firefighter commits the same or a similar act of misconduct, the firefighter will be indefinitely suspended without right of appeal.

If the firefighter's misconduct involves alcohol or substance abuse related behavior, the Department head may require that the firefighter submit to mandatory alcohol or drug testing, upon order by the Department head, for a specified period of time not to exceed one (1) year. If the firefighter accepts the opportunity for a last chance agreement, the firefighter may not appeal any terms of the agreement. If the firefighter fails to successfully complete the agreed upon program, the firefighter may be indefinitely suspended without right of appeal.

Section 7. Local Government Code Section 143.057 Hearing Examiner Retained for Suspension In Excess of 3 Days or for Indefinite Suspension

The City recognizes that during the term of this Agreement firefighters have the right to an appeal of an indefinite suspension before a Hearing Examiner as provided in section 143.057 of the Texas Local Government Code. During the term of this Agreement, the Parties specifically agree to retain this right of appeal, as modified herein, notwithstanding any change to section 143.057 which may occur as a result of court or legislative action. This section does not limit a firefighter's ability to appeal a suspension of four (4) to ninety (90) days in the event a suspension is not mutually agreed.

Section 8. Procedures for Hearings Before Civil Service Commission and Independent Hearing Examiners

It is expressly agreed that commission hearings and hearings before Hearing Examiners under Texas Local Government Code 143.057, are informal administrative hearings. Specifically it is understood that neither the Texas Rules of Evidence ("TRE") or the Texas Rules of Court ("TRC") apply to such hearings. The burden of proof shall be by a preponderance of the

evidence.

Section 9. Preemption review

The provisions of this Article preempt all contrary local ordinances, executive orders, legislation, or rules adopted by the state or by a political subdivision, including a civil service commission.

It is the specific intent of the Parties to this Agreement, that any express written provision that specifically provides for a procedure, a standard, or a practice other than what is provided for in Subchapter D of Texas Local Government Code 143, is intended to override the applicable statutory provision as allowed by Subchapter C of Texas Local Government Code chapter 142.

Section 10. Expenses

It is agreed that the City and a firefighter disciplined under this article shall share the fees and expenses equally for the hearing examiner. The expenses incurred by or for a witness are paid by the party who calls the witness. In the event a Party desires a court reporter, that Party shall bear that cost 100%. In the event the firefighter is not a member of the Association, and therefore financially responsible for his/her share of any fees; the firefighter shall deposit with the director his/her anticipated share of the fees and expenses (the amount deposited shall equal the fees and expenses for one full day) three (3) days prior to the hearing examiner's deadline to cancel. Failure to deposit the funds timely shall result in the appeal being dropped and acceptance of the discipline imposed.

In the event the fees and expenses for a hearing exceed the deposited amount, the non association member shall pay the remaining amount due within thirty (30) days of receipt of the bill or authorize, in writing, the City to deduct the amount due from his/her next four (4) paychecks.

ARTICLE 8

BASE SALARY STEP PAY AND OTHER PAY

Section 1. Base Salary and Step Pay Qualifications

It is the goal of this Agreement to maintain the base salary for all firefighters subject to this Agreement at the average salary of the City's peer cities plus 4%.

During the term of this Agreement, the base salary for all firefighter ranks will increase to the average of the City's peer cities plus an additional 4% increase. If during the term of this Agreement, a firefighter rank is already at the average of the City's peer cities, plus the additional 4%, then that firefighter rank will only receive a 2% cost of living adjustment.

The "average of the City's peer cities" shall be the average of the actual salary of firefighter ranks from each of the City's comparative cities ~~as determined by the City Council~~. At present, those ~~City Council selected~~ comparative cities ~~(the "City's peer cities")~~ are: Carrolton, Denton, Grand Prairie, Killeen, Lubbock, Midland, Odessa, San Angelo, Waco and Wichita Falls.

For peer cities that do not have a comparable firefighter rank, the "average of the actual salary of the firefighter rank" will be determined as the midpoint between the rank above and the rank below where the absent rank would otherwise fall. *For example, if San Angelo does not have the rank Lieutenant, then the salary for Lieutenant for San Angelo would be the midpoint between the salary of a firefighter and the salary of a Captain. If the salary of a firefighter is $50,000, and the salary of a Captain is $90,000, then the salary for the Lieutenant rank for San Angelo would be $$70,000.*

The actual salary of firefighter ranks from each of the City's comparative cities shall be fixed as of March 31st of each calendar year. During the month of April of each year, the City Manager, City Finance Director and the Association's President or his/her Designee, shall review the actual salary of firefighter ranks from each of the City's comparative cities, and shall, in good faith, determine the average of the City's peer cities for purposes of this Agreement. In the event that the City Manager, City Finance Director, and the Associations' President or his/her Designee cannot agree, in good faith, on the average of the City's peer cities for a firefighter rank or ranks, this Agreement may be reopened for the limited purpose of negotiating the average of the City's peer cities for the disputed firefighter rank or ranks only.

Section 2. Longevity Pay

Parties agree that effective October 1, 2018 a firefighter will receive $4 per month per year of service for one (1) through nine (9) years of service. Beginning in service year ten (10), a firefighter will receive $8 per month per year of service through thirty (30) years of service. Longevity pay will maximize at $240 per month ($2,880 per year) for service year 30 and beyond. The longevity pay schedule is reflected in Appendix D of this Agreement.

Section 3. Texas Commission on Fire Protection Certification Pay

Parties agree that effective October 1, 2018 firefighters who hold certifications from the Texas Commission on Fire Protection will receive monthly certification pay as follows:

Intermediate Officer $75
Advanced Officer $155
Master Officer $275

Certification pay is level specific and does not accumulate.

Section 4. Other Certification Pay

The parties agree that effective October 1, 2018, firefighters who hold five (5) or more special duty certifications that are on the approved list of certifications maintained by Fire Administration will receive $100 per month for the special duty certifications. A firefighter must have at least five (5) approved certifications in order to receive the certification pay. Further, except as provided below, the certification pay is limited to $100 per month regardless of the number of certifications in excess of five (5) held. The firefighter is responsible for obtaining any

required periodic recertifications. Additionally, effective October 1, 2021, if a firefighter receives a TCFP Driver/Operator certification, then the firefighter will receive $20 per month as special duty certification pay. Except for Fire Officers, the TCFP Driver/Operator certification may be used for this standalone special duty certification pay, or as one of the five approved certifications as provided in the paragraph above, but not both. Fire Officers are not eligible for this TCFP Driver/Operator certification special duty pay, but may use the TCFP Driver/Operator certification as one of the five approved certifications as provided in the paragraph above.

Additionally, effective October 1, 2019, the apparatus driver for each regularly scheduled shift will receive special duty pay of $15 per shift. In order to qualify for this stipend, the firefighter must: (1) possess the TCFP Driver/Operator certification, and (2) actually drive the apparatus pumper or ladder during their shift. Only one driver per apparatus per shift will be paid this special duty pay. Additionally, effective October 1, 2019, Paramedic certification pay shall be $225.00 per month, and effective October 1, 2021, Paramedic certification pay shall be $250.00 per month

Section 5. Exemption for Deputy Fire Chief Classification

The increases outlined in Section 1 do not apply to the classification of Deputy Fire Chief. Base salary and step pay for the classification of Deputy Fire Chief will be determined by the City and will apply across the board to the rank of Deputy Fire Chief.

Section 6. Temporary Duties in Higher Classification

Out of classification pay will be paid at the hourly rate based upon the base salary of the higher classification plus EMT-Intermediate/Paramedic step pay for which the person is qualified, and no other step pay of the higher classification shall apply.

Section 7. Statutory Override

This article supersedes Texas Local Government Code: sections 141.033(a) and 143.041(b) as this article establishes more than one base salary in each classification; section 143.038(b) to pay out of classification pay at the hourly rate based upon the base salary of the higher classification plus EMT-Intermediate/Paramedic pay for which the person is qualified and excludes any other step pay of the higher classification; and sections 143.041(c) and 143.044 as this article established step pay qualifications within each classification and will be paid only according to those qualifications within each classification.

ARTICLE 9

CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

Scope of Procedure. The City and Association recognize that from time to time disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Matters involving the interpretation, application, or alleged violations of a specific provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. The Parties agree the provisions of this article do not apply to disciplinary actions.

Application of Procedure. If either the City or the Association has a dispute with the other Party regarding this Agreement, that Party should reduce the dispute to writing and deliver it to the other's designated representative, who for the Association shall be its President and for the City shall be its Department Head or City Manager. A firefighter may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association.

Each matter shall state the factual basis for the dispute, identify the applicable sections of this Agreement and identify the specific remedy sought. Any claim or dispute by an employee or group of employees under this Agreement, which includes a claim for pay or benefits for any past pay periods, must be filed by the employee with the Association within ten (10) working days of the date when the employee knew or reasonably should have known of the claim. The Department Head may require by policy for submission of contract disputes within the Chain of command, but shall have a duty to determine the matter within thirty (30) days of its receipt from the Association.

If the Association does not accept the decision by the Department Head, it shall have five (5) days to notify the Department Head. The Parties shall then again attempt to resolve the matter. It is intended that during this resolution process that the labor/management group that assisted in the formation of the Agreement will provide input to their respective sides as to what was intended. If the representatives have not been successful in resolving the issue within ten (10) days from the Association's notification, the matter shall proceed to mediation or arbitration.

Mediation. If the dispute is not resolved after thirty (30) days from the Association's notification, either Party shall have the right to seek mediation of the dispute by requesting mediation in writing within ten (10) days. The mediation will proceed before a mutually agreed mediator. If a mediator is not mutually agreed upon, or if mediation is not successful, either party may elect to proceed with arbitration within ten (10) days after mediation if it is not successful. In the event the Parties resolve the dispute as a result of mediation, the mediated resolution will be in writing and will be final and binding.

Arbitration. The Parties agree the director will contact the American Arbitration Association to obtain a panel of qualified arbitrators from which to select an arbitrator.

The arbitration shall be held at the earliest available date. The hearing shall be held at a location which is convenient for all Parties and the arbitration shall be conducted informally, without strict evidentiary or procedural rules. The arbitrator shall consider and decide only the issue(s) in the dispute statement or as submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible. The arbitrator shall attempt to render a bench ruling, but in the event is unable to do so, the arbitrator shall render a written decision upon the matter within thirty (30) days after the close of the hearing.

Decision Final and Binding. The Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the grievance submitted to the arbitrator.

The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion or which exceeds the arbitrator's jurisdiction, or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

Expenses. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration including witness fees, but the fees and expenses of the arbitrator shall be borne equally by the Parties. In the event a Party desires a court reporter, that Party shall bear that cost 100%.

Non-Association Members and Expenses. Dispute Resolution Requests of Non-Association members must follow the same procedure outlined by this article and in accordance with the law will be pursued by the Association, if accepted, until final resolution is reached.

However, should the request of a Non-Association member require that Association resources be used, the Non-Association member will be required to pay 100% of all expenses incurred while pursuing final disposition.

The Non-Association member shall deposit with the director his/her anticipated share of the fee (the amount deposited shall equal the fee for one full day) twenty (20) business days or such shorter period to avoid additional cancellation fees, prior to hearing date. Failure to deposit the funds shall result in the appeal being dropped.

In the event the fee for a hearing exceeds the deposited amount, the Non-Association member shall pay the remaining amount due within thirty (30) days of receipt of the bill or authorize in writing the City to deduct the amount due from his/her next four (4) paychecks.

ARTICLE 10

CIVIL SERVICE COMMISSION

Section 1. Commission

It is the desire of the City and the Association to include the Association's suggestions for members of the commission. As part of the process to appoint commissioners under section 143.006 of the Texas Local Government Code, upon the commencement of the term of this Agreement, the Association will maintain a list of three (3) names of eligible candidates with the City's Civil Service Director to serve as potential members of the commission in the event a vacancy arises for an appointment or reappointment of the commission during the term of this Agreement.

At the first meeting of the commission of the calendar year, the commission shall elect a chairperson and a vice-chairperson.

Section 2. Statutory Override

This Article supersedes section 143.006(e) Texas Local Government Code to allow for the election of a chairperson and vice-chairperson outside the month of January.

ARTICLE 11

WELLNESS

It is the desire of the City and the Association to maintain the highest standards of health in the Fire Department. Toward that goal, an annual physical examination will be conducted for each firefighter at no cost to the firefighter. It is also the desire of both parties to improve the physical well being of Department employees and that any program development take into consideration the IAFC/IAFF Wellness/Fitness initiative.

ARTICLE 12

MISCELLANEOUS PROVISIONS

Section 1. Funding Obligation

(a) The City presently intends to continue this Agreement each fiscal year through its term, to pay all amounts due, and to fully and promptly perform the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available for those obligations, including tax revenues reasonably anticipated at equal or higher total gross amounts as were collected in fiscal year 2016, and appropriated for such purpose by the City Council in compliance with the Texas Constitution, Article 11, Sections 5 and 7.

(b) In the event the City cannot meet its funding obligations after exhausting all reasonably available recurring revenue as provided in the State Constitution, this Agreement shall terminate and shall be null and void in its entirety on the first date that such funding is not met pursuant to this Agreement. If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the government of the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the tax rate, the Association agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) days after these negotiations begin, no agreement has been reached, this Agreement shall terminate and be null and void in its entirety.

Section 2. No Petition

The Parties agree to the salary provided for in Article 7 and override section 141.034 of the Texas Local Government Code to preclude a petition to increase salaries during the term of this Agreement. The Association further agrees it will not support or seek any proposed Charter amendment or initiative election that would provide for any increase in wages, salary, pay, or benefits during the term of this Agreement.

Section 3. Minimum Staffing

(a) The parties agree that, excluding the Battalion Chief, Southside Command and Medic-One

positions, forty-eight (48) “at work and available” personnel will be considered minimum staffing for each shift of the Abilene Fire Department (AFD). This staffing level provides twelve (12) frontline pieces of equipment with four (4) personnel. “At work and available” is defined as possessing Personal Protective Equipment (PPE) and having an apparatus available on which to respond to calls for service. Minimum staffing will be maintained with the exception of brief time periods for staffing transitions (i.e. training, meetings, callback of over-timers, etc.). During these time periods, apparatus deemed to be “out of service” shall not be subject to the minimum staffing requirements. These time periods will not exceed four (5) hours in length. Apparatus will never be staffed with less than three (3) personnel.

(b) The parties agree that if additional frontline equipment pieces are added or deleted from the base number of twelve (12), then four (4) personnel per piece of equipment will be added or deleted from the base number of forty-eight (48). This does not apply to apparatus recalled due to large incidents or mutual aid. Every effort shall be made to staff apparatus with four personnel at all times.

(c) Frontline equipment is defined as either a ladder truck or engine pumper.

Section 4. Sick Leave Buy-back

The parties agree, beginning October 1, 2021, firefighters may request buy-back of up to 28 hours of sick leave accrued above 1080 hours of sick leave. Beginning October 1, 2022, firefighters may request buy-back of up to 56 hours of sick leave accrued above 1080 hours of sick leave. *For example, if an eligible firefighter has 1099 hours of sick leave accrued on October 1, 2021, that firefighter may request a buy-back of up to 19 hours of sick leave.* Sick leave buy-back will paid at the firefighter’s then hourly wage.

ARTICLE 13

REOPENER PROVISIONS

Section 1. EMS Reopener

The Parties agree to reopen the provisions of this Agreement for the purpose of renegotiating the same in the event the City Council takes formal action establishing the Department as the provider for emergency medical transport services and the City no longer contracts with a third party vendor for emergency medical transport services. If the Parties fail to reach an agreement within 90 days of the date negotiations begin or by the last day of any mutually agreed extension period(s) then this Agreement shall terminate and be null and void except any hiring or promotional eligibility list in effect at that time under Article 3 and Article 4 of this Agreement shall continue to be valid until the expiration of each respective list as outlined in Article 3 and Article 4.

Section 2. Airport Reopener

The Parties agree to reopen the provisions of this Agreement for the purpose of renegotiating the same in the event the City Manager takes formal action to transfer Airport Fire Operations to the Abilene Fire Department. If the Parties fail to reach an agreement within 90 days of the date negotiations begin or by the last day of any mutually agreed extension period(s) then this Agreement shall terminate and be null and void except any hiring or promotional eligibility list in effect at that time under Article 3 and Article 4 of this Agreement shall continue to be valid until the expiration of each respective list as outlined in Article 3 and Article 4.

ARTICLE 14

ASSOCIATION BUSINESS LEAVE

Section 1. Creation of Association Business Leave. Authorized Association Representatives shall be permitted to have paid time off, designated as Association Business Leave (ABL), to conduct Association business under the conditions specified in this Article.

Section 2. Permitted Uses of ABL. ABL may be used for activities that directly support the mission of the Department or the Association, or are deemed mutually beneficial to both the Department and Association, but do not otherwise violate the specific terms of this article. It is specifically understood and agreed that no paid time off shall be utilized for political lobbying at the local, state, or national level.

Section 3. Written Request Required

(a) All requests for ABL must be made in writing by the Association President and submitted to the Department head at least five (5) calendar days in advance of the date of the requested leave. To be considered timely, the request must be received in person, by fax, or by electronic mail by noon of the day notice is due. The Department head, in his/her discretion, may approve a late request for leave if he/she determines that circumstances warrant approval and it does not disrupt operations of the Department. All requests are subject to approval of the Department head who will designate the number of days' leave granted.

(b) Administrative procedures and details regarding the implementation of this Article shall be specified in Departmental policy.

Section 4. Establishment of Association Business Leave Balance

It is the desire of both Parties to sustain a reasonable balance in the Association Business Leave pool. To facilitate this goal, a firefighter who has in excess of 1080 hours of accrued sick leave (shift personnel) or 720 hours of accrued sick leave (staff personnel) may make an annual donation of up to 24 hours of sick leave (shift) or 20 hours of sick leave (staff) toward the ABL balance. A firefighter who does not have the previously stated threshold balances of accrued sick leave may make an annual donation of up to 12 hours of vacation or holiday leave (shift) or 10 hours of vacation or holiday leave (staff) toward the ABL balance. This annual donation must be submitted on forms developed for this purpose to Human Resources no later than October 21 of

each year. To further sustain the fund, at retirement a firefighter who has in excess of 1080 hours of accrued sick leave (shift personnel) or 720 hours of accrued sick leave (staff personnel) may make a one-time donation of up to 96 hours of sick leave (shift) or 80 hours of sick leave (staff). Both Parties agree that the usage of Association Business Leave by Association members will be capped at one thousand (1,000) hours per year.

ARTICLE 15

TERM OF AGREEMENT

Section 1. Term

This Agreement shall have an effective date of April 1, 2026, and shall remain in full force and effect through September 30, 2030, and extended thereafter until superseded by a new agreement or until April 1, 2031, whichever occurs first.

Section 2. Notice of Intent to Negotiate

Association shall provide to City notice of intent to negotiate, pursuant to Section 2 of this Article, no later than May 15 of each year of the Agreement.

ARTICLE 16

SAVINGS CLAUSE AND PREEMPTION PROVISION

Section 1.

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to agree on a substitute provision. However, if the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

Section 2.

The provisions of this Agreement shall supercede the provisions of any statute, Executive Order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143; Ordinances of the City of Abilene, Texas; and Rules and Regulations of the Firefighter's Civil Service Commission for the City of Abilene, Texas. This preemption provision is authorized by section 142.117 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superceding the statutory standard or result which would otherwise obtain, in the absence of this Agreement.

SIGNATURE & EXECUTION PAGE

THE FOREGOING INSTRUMENT AS BEEN DULY NEGOTIATED, REVIEWED, AND AGREED TO BY EACH OF THE SIGNATORIES INDICATED BELOW:

THE CITY OF ABILENE, TEXAS
(Approved by Abilene City Council on the _____ day of _____, 2026)

By: _____ Dated: _____
~~ROBERT HANNA~~ EMILY CRAWFORD
CITY MANAGER

ATTEST:

_____
SHAWNA ATKINSON
CITY SECRETARY

APPROVED: APPROVED AS TO FORM:

_____ _____
CANDE FLORES, FIRE CHIEF STANLEY SMITH, CITY ATTORNEY

THE ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, IAFF, LOCAL #1044
(Ratified by APFFA Membership on the _____ day of _____, 2026).

By: _____ Date: _____ JARROD

CROCKETT
PRESIDENT, APFFA - IAFF LOCAL #1044

By: _____ Dated: _____ COLTON
BLACK
VICE-PRESIDENT, APFFA – IAFF LOCAL #1044

APPENDIX A

ABILENE FIRE DEPARTMENT AMENDMENT TO THE CIVIL SERVICE PROMOTION SYSTEM FOR PROMOTION TO ALL RANKS

I. **Promotional Examination Notification**

(a) The director shall publicize each vacancy and shall complete promotional examinations to fill the vacancies within ninety (90) days after the date the vacancy occurs or a new position is created if no eligibility list exists. If an eligibility list exists on the date a vacancy occurs, the vacancy shall be filled from the eligibility list within sixty (60) days after the date the vacancy occurs.

(b) No later than ninety (90) days prior to the date a promotional examination is to be held the commission shall post a notice which lists the sources from which the examination questions will be taken. The notice shall include the name of each source to be used for the examination and the chapters used from each source. The official notice will be posted in the hallway of City Hall continuously, but may be revised from time to time to include new sources and/or delete sources that are out of-date. Changes shall be posted at least ninety (90) days prior to the examination date. Efforts will be made to post the notices at each fire station.

(c) Thirty (30) days prior to the date a promotional examination is held, the commission shall post a notice of the examination in plain view in the hallway of City Hall and

at each fire station for a minimum of five (5) days. The notice must state the position to be filled for which the examination is being held, the date, time and place of the examination.

(d) A Firefighter may take a promotional examination for the first tested position if he/she has served in the Department for four continuous years from the time of their hire date. Those who hold the rank of Firefighter will be eligible for promotion to the first tested position of the Department once the person has served in the Department for six continuous years. For promotions beyond the first tested position, the candidate must have held the previous rank for a minimum of two years to be eligible for testing and promotion to the next rank.

II. Promotional Examination Procedure

The Promotional Examination Procedure will consist of two parts.

(a) A written examination, as defined in Article 4 of the Agreement, consisting of one hundred (100) multiple choice questions; and upon passing the written examination part of the promotional examination procedure,

(b) Participation in an Assessment Center.

III. Promotional Written Examination Criteria

All promotional candidates shall be given a written examination in accordance with the requirements of this Amendment and Article 4 of the agreement.

The City will contract with a consultant for preparation of the written examination. The consultant will develop the written examination from sources determined by the Department and the prerequisites of this Amendment.

The written examination shall be prepared so as to test the knowledge of the eligible promotional candidates concerning information and facts, or the application of information and facts, based upon material drawn from the sources listed on the Notice of Source Materials for the Written Examination posted by the commission no later than ninety (90) days prior to the examination.

The specific titles of the source materials will be selected and announced in accordance with the ninety (90) day notice. The written examination Source Material shall be of reasonably current and revised publication. It is the responsibility of the candidate to obtain the source materials for the written exam.

All eligible promotional candidates shall be given the written examination in the presence of each other. An exception will be made for a qualified promotional candidate who is serving on active military duty outside of this state or in a location that is not within reasonable geographic proximity to the location where the test is being administered. In this case, the provisions of the Texas Local Government Code §143.032 (b) will be followed and the commission may adopt rules providing for the efficient administration of promotional examinations to eligible promotional candidates who are members of the armed forces serving on active military duty. If the promotional candidate will continue to be on active military duty on the date(s) of the scheduled Assessment Center, the candidate will not be required to participate in the Assessment Center and the written examination score shall account for one-hundred percent (100%) of all promotional candidates' examination scores.

All of the questions asked in the written examination shall be prepared and composed in such a manner that the scoring of examination papers can be promptly completed immediately following the examination. The written examination questions shall be based upon the duty requirements for the position being tested.

Each written examination shall be scored with a mechanical or electronic scoring system immediately upon a candidates' completion of the examination. The scoring may be completed by hand if the mechanical or electronic scoring system fails or malfunctions.

The scoring of each written examination shall be completed at the examination site and in the presence of the candidate who requests it.

The score of seventy percent (70%) on the written examination shall be considered passing. Those who do not pass the written examination shall be eliminated from further consideration.

Candidates possessing the top scores from the written examination shall participate in the

Assessment Center based upon the following formula:

(a) For the position of Fire Lieutenant: Four (4) candidates for each anticipated position, as determined by the Department head, but not less than twelve (12) shall attend the Assessment Center. In the event that less than twelve (12) persons pass the written examination, only the passing number of candidates will participate in the Assessment Center.

(b) For the positions of Fire Captain and Fire Battalion Chief: Four (4) candidates for each anticipated position, as determined by the Department head, but not less than eight (8) shall attend the Assessment Center. In the event that less than eight (8) persons pass the written examination, only the passing number of candidates will participate in the Assessment Center.

TIE BREAKER - When two (2) or more candidates have the equal scores on the written examination for the last position and, as a result, a tie exists on the list to attend the Assessment Center, all of the candidates tied for last position will attend the Assessment Center.

IV. Promotional Examination Assessment Center Criteria

The Assessment Center shall be administered by a consultant independent of the Department and the City.

The City will contract with the consultant to design and administer an Assessment Center promotional process for the Department according to the prerequisites of this Amendment. The consultant is responsible for the preparation and security of each promotional Assessment Center.

The consultant of the Assessment Center shall be an individual or company with proven expertise in the field of administering the entire Assessment Center process. The consultant will be mutually agreed upon by the Department head and director.

The consultant will develop not less than three exercises for the Assessment Center that test the candidate's possession of the seven dimensions listed below and must include at least one Fire Ground Tactical Scenario:

1. **Problem Solving/Decision Making**

2. **Planning and Organization**

3. **Oral Communication**

4. **Leadership/Supervision**

5. **Adaptability**

6. **Interpersonal Skills**

7. **Written Communication Skills**

It is understood that not all dimensions listed above may be tested in an exercise.

The consultant will make available at least two (2) separate orientation sessions covering the same material to explain the Assessment Center Process, not less than seven (7) days prior to the first day that the Assessment Center is convened. Any candidate who took the test will be invited and encouraged to attend. The orientations will provide information, examples, and explanations on all aspects of the Assessment Center Process.

The consultant will select as many assessors as it requires within the following guidelines. In this section, Fire Officer shall refer to any firefighter holding the rank of Fire Lieutenant or higher.

(a) Assessors selected must have a well-established background in the following areas: Personnel Administration; Behavioral Science; Fire Administration and Operations; and Fire Ground Command and Tactics.

(b) There must be at least two (2) certified Fire Officer Assessors for every one (1) civilian Assessor appointed by the consultant.

(c) All certified Fire Officer members of the Assessor board shall be of any rank equal to or higher than the position sought.

(d) Certified Fire Officer Assessors must come from a department having a population jurisdiction of not less than fifty-thousand (50,000).

(e) Prior to the commencement of the Assessment Center, each Assessor will certify by a signed and witnessed affidavit that he or she has not talked to or corresponded with ANY PERSON about any candidate's abilities, personality, or qualifications for promotion.

V. Tabulation of Final Scores

(a) Written Examination: The written score of a promotional candidate will comprise the percentage of the composite score as indicated below by rank:

1. Lieutenant – sixty percent (60%)
2. Captain – fifty percent (50%)
3. Battalion Chief – forty percent (40%)

(b) Assessment Center: The assessment center score of a promotional candidate will comprise the percentage of the composite score as indicated below by rank:

1. Lieutenant – forty percent (40%)
2. Captain – fifty percent (50%)
3. Battalion Chief – sixty percent (60%)

(c) Seniority Points: Applicable seniority points (not to exceed 10 seniority points) will be added to the composite score of the written examination and assessment center to compute the final score. (See below for rank specific examples)

1. Lieutenant
(Passing score on Written Examination x 60%) + (Assessment Center Score x 40%) = Composite Score Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score

2.Captain
(Passing score on Written Examination x 50%) + (Assessment Center Score x 50%) = Composite Score Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score

3.BattalionChief
(Passing score on Written Examination x 40%) + (Assessment Center Score x 60%) = Composite Score Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score

(d) When two or more candidates have the same final score, Section 33 (b) of the local rules will prevail.

Candidates shall be placed on an eligibility list according to their final score, highest to lowest. The list will be presented to the Department head as soon as possible after tabulation. The eligibility list will be effective for two years after the date on which the Assessment Center is completed unless the eligibility list is exhausted.

The multiple choice written examination portion of the promotional process remains subject to appeals as set forth in Section 34 of the commission's Local Rules and Regulations. A promotional candidate may not appeal, or dispute, the Assessment Center or scoring of the Assessment Center to an administrative or judicial body except for fraud committed by an assessor. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination.

The Department head shall retain discretion for promotions as set forth in Chapter 143 of the Texas Local Government Code.

APPENDIX B

FORMS: CONTRACT DISPUTE

RESOLUTION (forms follow next four pages)

Case No. _____

CITY OF ABILENE
FIRE DEPARTMENT CONTRACT DISPUTE RESOLUTION FORM
FIREFIGHTER'S STATEMENT

Name Address City/State Phone

Shift/Station Title/Rank Phone

Statement

Briefly Describe the Issue. Include the Section or Article of the Contract in question. Use additional page if necessary.

_____

_____

_____

_____

_____

_____

REMEDY OR ADJUSTMENT SOUGHT: Use additional page if necessary.

_____

_____

_____

_____

_____

_____

_____ _____ Firefighter Date

Deliver to: Association
Received by Association: Signature and Date_____

Case No. _____

CITY OF ABILENE
FIRE DEPARTMENT CONTRACT DISPUTE RESOLUTION FORM
ASSOCIATION COMMITTEE FINDINGS AND RECOMMENDATION

Committee Members Refer to case number for employee's statement of facts.

_____
Name

_____
Name

_____
Name

_____
Name

Association Committee Statement

The Association Committee met and reviewed the above referenced contract dispute request and reached the following conclusion(s) on the subject.

_____

_____

_____

_____

_____

_____

ASSOCIATION COMMITTEE RECOMMENDATION

Solve Internally _____ Reject _____ Forward_____

_____ _____ Committee
Representative Date

_____ _____ Association Officer

Date

Date forwarded to administration (if applicable) _____

Case No. _____

CITY OF ABILENE
CONTRACT DISPUTE RESOLUTION
FIRE DEPARTMENT

CITY'S RESPONSE

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

CITY RECOMMENDATION

Leave as is:

_____

_____

_____

Solve by the following action:

_____

City Representative_____ Date _____

Case No. _____

CITY OF ABILENE
CONTRACT DISPUTE RESOLUTION
FIRE DEPARTMENT

ADDITIONAL INFORMATION/SUPPLEMENT SHEET

Employee's Signature_____ Date _____

Association Committee Representative Signature_____ Date_____

APPENDIX C

FIRE LONGEVITY PAY
Effective October 1, 2018

# of Years	(Maximum $240/month at 30 Years)			
	Longevity $ / Year	# Years Tenure	$ / Month	$ / Year
1	$4	1	$4	$48
2	$4	2	$8	$96
3	$4	3	$12	$144
4	$4	4	$16	$192
5	$4	5	$20	$240
6	$4	6	$24	$288
7	$4	7	$28	$336
8	$4	8	$32	$384
9	$4	9	$36	$432
10	$8	10	$80	$960
11	$8	11	$88	$1,056
12	$8	12	$96	$1,152

13	$8	13	$104	$1,248
14	$8	14	$112	$1,344
15	$8	15	$120	$1,440
16	$8	16	$128	$1,536
17	$8	17	$136	$1,632
18	$8	18	$144	$1,728
19	$8	19	$152	$1,824
20	$8	20	$160	$1,920
21	$8	21	$168	$2,016
22	$8	22	$176	$2,112
23	$8	23	$184	$2,208
24	$8	24	$192	$2,304
25	$8	25	$200	$2,400
26	$8	26	$208	$2,496
27	$8	27	$216	$2,592
28	$8	28	$224	$2,688
29	$8	29	$232	$2,784
30	$8	30	$240	$2,880
>30	$8	30	$240	$2,880

SIGNATURE & EXECUTION PAGE

THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED, AND AGREED TO BY EACH OF THE SIGNATORIES INDICATED BELOW:

THE CITY OF ABILENE, TEXAS
(Approved by Abilene City Council on the _____ day of _____, 2026)

By: _____ Dated: _____
EMILY CRAWFORD
CITY MANAGER

ATTEST:

_____
SHAWNA ATKINSON
CITY SECRETARY

APPROVED:

_____
CANDE FLORES, FIRE CHIEF

APPROVED AS TO FORM:

_____
STANLEY SMITH, CITY ATTORNEY

THE ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, IAFF, LOCAL #1044
(Ratified by APFFA Membership on the 20 day of March, 2026).

By: _____ Date: 3-20-2026
JARROD CROCKETT
PRESIDENT, APFFA - IAFF LOCAL #1044

By: _____ Dated: 3-20-2026
COLTON BLACK
VICE-PRESIDENT, APFFA – IAFF LOCAL #1044

Firefighters – Pay History				
Fiscal Year	**Average % Salary Increase**	**Minimum % Increase**	**Maximum % Increase**	**Cost Year over Year**
FY 2026	6.81%	5.34%	7.28%	$1,296,102.35
FY 2025	7.85%	7.10%	8.06%	$1,611,651.42
FY 2024	7.17%	2.89%	7.76%	$1,999,766.49
FY 2023	6.07%	5.95%	7.97%	$926,124.61
FY 2022	3.72%	2.56%	7.05%	$655,200.07
FY 2021	3.34%	2.55%	5.49%	$483,452.33
				$6,972,297.27

6 year average raise	5.83%
6 year total raises	34.96%

Abilene Fire Department
Meet and Confer
FY 2027 Budget

Updated: 3/11/2026

Assumptions: Average + 4%

Part 1 - 10 City Average for Max Pay

	Firefighter Max Pay	Driver	Lieutenant	Captain	Battalion Chief	Fire Marshal	Pay Plan Effective	Comments
Carrollton	$101,879.55	$112,410.48	$125,185.37	$137,960.25	$159,175.04	$159,175.04	09/20/25	
Denton	108,014.40	117,374.40	129,896.00	143,540.80	164,008.00	$164,008.00	01/03/26	
Grand Prairie	102,767.00	109,826.00	120,424.00	133,963.00	152,413.00	152,413.00	10/01/25	
Killeen	90,309.86		100,275.14	110,240.42	124,017.24	124,017.24	10/01/25	
Lubbock	96,857.28	106,656.16	115,789.44	131,104.48	149,231.68	149,231.68	FY 25- 26	Used 40 hour shift pay plan
Midland	95,455.00	111,356.00	119,298.00	127,240.00	143,895.00	143,895.00	10/01/25	
Odessa	110,619.00		124,493.00	140,117.00	177,322.00	177,322.00	10/12/25	
San Angelo	68,868.00	78,690.00	90,493.00	104,070.00	119,678.00	119,678.00	10/01/25	
Waco	101,908.06	107,686.34	119,384.72	129,904.61	147,896.69	147,896.69	09/21/25	
Wichita Falls	81,111.89	90,254.74	104,463.22	115,212.24	133,343.50	133,343.50	09/20/25	
Average	$95,779.00		$114,970.19	$127,335.28	$147,098.02	$147,098.02		
+4%	3,831.16		4,598.81	5,093.41	5,883.92	5,883.92		
Avg + 4%	$99,610.16		$119,569.00	$132,428.69	$152,981.94	$152,981.94		
Abilene-current	96,596.48		114,778.64	126,836.00	146,897.60	146,897.60		
Difference	$3,013.68		$4,790.36	$5,592.69	$6,084.34	$6,084.34		
% Difference	3.12%		4.17%	4.41%	4.14%	4.14%		

Calculated Based on average of next lower and next higher rank
Calculated Based on Battalion Chief

Part 2 - Calculate Cost Impact								
Fire M&C	Headcount	FY2026 Current 10/1/2025	10 City Avg as of Feb 2026	10 City Avg as of Feb 2026 + 4%	Greater of 2% COLA or 10 City Avg +4%	FY2027 Proposed 10/1/2026	Change from Current Plan	Percentage Change
Probationary	18	$66,914.74	$66,348.45	$69,002.39	$69,002.39	$69,002.39	$2,087.65	3.12%
Probationary EMT		$70,693.02	$70,094.76	$72,898.55	$72,898.55	$72,898.55	$2,205.53	3.12%
1 Yr Probationary	4	$74,945.61	$74,311.36	$77,283.82	$77,283.82	$77,283.82	$2,338.21	3.12%
1 Yr Probationary EMT	12	$76,434.20	$75,787.35	$78,818.85	$78,818.85	$78,818.85	$2,384.65	3.12%
3 Yr Firefighter (Lateral	1	$81,011.11	$80,325.53	$83,538.55	$83,538.55	$83,538.55	$2,527.44	3.12%
3 Yr Firefighter EMT	20	$82,629.85	$81,930.57	$85,207.79	$85,207.79	$85,207.79	$2,577.94	3.12%
5 Yr Firefighter		$87,594.70	$86,853.40	$90,327.54	$90,327.54	$90,327.54	$2,732.84	3.12%
5 Yr Firefighter EMT	31	$89,343.57	$88,587.47	$92,130.97	$92,130.97	$92,130.97	$2,787.40	3.12%
8 Yr Firefighter	1	$94,717.88	$93,916.30	$97,672.95	$97,672.95	$97,672.95	$2,955.07	3.12%
8 Yr Firefighter EMT	74	$96,596.48	$95,779.00	$99,610.16	$99,610.16	$99,610.16	$3,013.68	3.12%
Lieutenant I		$106,059.61	$106,236.61	$110,486.07	$110,486.07	$110,486.07	$4,426.46	4.17%
Lieutenant I EMT	6	$108,184.15	$108,364.69	$112,699.28	$112,699.28	$112,699.28	$4,515.13	4.17%
Lieutenant II		$109,233.41	$109,415.70	$113,792.33	$113,792.33	$113,792.33	$4,558.92	4.17%
Lieutenant II EMT	10	$111,426.39	$111,612.34	$116,076.84	$116,076.84	$116,076.84	$4,650.45	4.17%
Lieutenant III	1	$112,521.41	$112,709.19	$117,217.56	$117,217.56	$117,217.56	$4,696.15	4.17%
Lieutenant III EMT	16	$114,778.64	$114,970.19	$119,569.00	$119,569.00	$119,569.00	$4,790.36	4.17%
Captain I		$117,227.72	$117,689.18	$122,396.74	$122,396.74	$122,396.74	$5,169.02	4.41%
Captain I EMT	1	$119,554.75	$120,025.37	$124,826.38	$124,826.38	$124,826.38	$5,271.63	4.41%
Captain II	1	$120,739.71	$121,214.99	$126,063.59	$126,063.59	$126,063.59	$5,323.88	4.41%
Captain II EMT	4	$123,151.68	$123,636.46	$128,581.92	$128,581.92	$128,581.92	$5,430.24	4.41%
Captain III		$124,358.48	$124,848.01	$129,841.93	$129,841.93	$129,841.93	$5,483.45	4.41%
Captain III EMT	3	$126,836.00	$127,335.28	$132,428.69	$132,428.69	$132,428.69	$5,592.69	4.41%
Battalion Chief I		$135,762.64	$135,947.86	$141,385.78	$141,385.78	$141,385.78	$5,623.14	4.14%
Battalion Chief I EMT	5	$138,482.23	$138,671.16	$144,218.01	$144,218.01	$144,218.01	$5,735.78	4.14%
Battalion Chief II		$139,829.40	$140,020.17	$145,620.98	$145,620.98	$145,620.98	$5,791.58	4.14%
Battalion Chief II EMT	2	$142,635.19	$142,829.79	$148,542.98	$148,542.98	$148,542.98	$5,907.79	4.14%
Battalion Chief III		$144,027.66	$144,224.16	$149,993.13	$149,993.13	$149,993.13	$5,965.47	4.14%
Battalion Chief III EMT		$146,897.60	$147,098.02	$152,981.94	$152,981.94	$152,981.94	$6,084.34	4.14%
Fire Marshall I		$135,762.64	$135,947.86	$141,385.78	$141,385.78	$141,385.78	$5,623.14	4.14%
Fire Marshall I EMT	1	$138,482.23	$138,671.16	$144,218.01	$144,218.01	$144,218.01	$5,735.78	4.14%
Fire Marshall II		$139,829.40	$140,020.17	$145,620.98	$145,620.98	$145,620.98	$5,791.58	4.14%
Fire Marshall II EMT		$142,635.19	$142,829.79	$148,542.98	$148,542.98	$148,542.98	$5,907.79	4.14%
Fire Marshall III		$144,027.66	$144,224.16	$149,993.13	$149,993.13	$149,993.13	$5,965.47	4.14%
Fire Marshall III EMT		$146,897.60	$147,098.02	$152,981.94	$152,981.94	$152,981.94	$6,084.34	4.14%
Total	211	$20,109,495.73				$20,801,767.49	3.44%	
Overtime		1,533,530.00				1,586,321.95		
		21,643,025.73				22,388,089.44		
Add: Benefits		4,912,966.84				5,082,096.30		
Total Cost		**26,555,992.57**				**27,470,185.74**		
Increase over prior year						*914,193.17*		

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Meet & Confer Agreement with the Abilene Professional Fire Fighters Association

March 26, 2026

CITY OF ABILENE TEXAS

Fire Meet & Confer

- The 2023 Meet and Confer Agreement between the City and the Abilene Fire Fighters Association is set to expire on April 1, 2026.

- Members from each party met on February 23, March 5, and March 16 to negotiate a new Agreement.

CITY OF ABILENE TEXAS

Fire Meet & Confer

- Multiple proposals were offered by the City, including extending the Agreement through September 30, 2026, to allow sufficient time to negotiate a new Agreement to take effect on October 1, 2026.
- Peer Cities remained the same as in prior Agreements.
- The Fire Fighters negotiating team was only willing to renew the 2023 Agreement.
- To present an Agreement to the City Council prior to April 1, the City Manager agreed.

CITY OF ABILENE TEXAS

Fire Meet & Confer

Proposed 2027 Agreement Terms:

- Base salaries will increase to the average of the City's peer cities plus 4%, or if already at average plus 4%, then the firefighter will receive a 2% increase
- Peer cities are not allowed to be determined by the City Council (Change from 2023 Agreement)
- 4-year term (2026 - 2030)

CITY OF ABILENE TEXAS

Fire Meet & Confer

Fiscal Impact:

- $914,193 for Salaries + Benefits
- Avg. Increase $3,281 per FF
- 3.12% - 4.14% Increase
- Tax Rate 1.01 cents

CITY OF ABILENE TEXAS

Fire Meet & Confer

2027 Pay Rates:

- Probationary FF - $69,002.39
- FF 1 EMT - $78,818.85
- FF 3 EMT - $85,207.79
- FF 5 EMT - $92,130.97
- FF 8 EMT - $99,610.16
- Lieutenant EMT - $112,699.28 - $119,569.00
- Captain EMT - $124,826.38 - $132,428.69
- Battalion Chief/Fire Marshal EMT – $144,218.01 - $148,542.98

**Does not include certification pay.*

CITY OF ABILENE TEXAS

Fire Meet & Confer

Firefighters – Pay History				
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6 year average raise	5.83%			
6 year total raises	34.96%			

CITY OF ABILENE TEXAS

Fire Meet & Confer

Questions

CITY OF ABILENE TEXAS