City of Abilene
City Council Agenda

Shane Price, Mayor Pro-tem
Lynn Beard, Deputy Mayor Pro-tem
Jay Patterson, Council Member
Benjamin Bailey, 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 July 9, 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 Shane Price

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Service Awards:**

- Heather Carter - 20 Years - Library
- Alyssa Crow - 20 Years - Library

3. **Proclamation:**

- Parks & Recreation Month

4. **Recognition:**

- Development Corporation of Abilene

CONSENT AGENDA AND PUBLIC COMMENTS

All items listed in the Consent Agenda are considered routine by the City Council and will be enacted by

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

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

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

5. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Meeting Held on June 23, 2026, and the Regular Meeting Held on June 25, 2026 ***(Shawna Atkinson)***
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Teinert Construction for the Emergency Repairs to the Park Training Room ***(Lesli Andrews)***
7. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2641 Traffic Signal Improvements Antilley Rd. at Directors Pw. to Willis Electric Co., LP ***(Max Johnson)***
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing Staff to Enter Into an Advanced Funding Agreement (AFA) with Texas Department of Transportation (TxDOT) for the North 3rd and North Willis Signal Improvement Project ***(Max Johnson)***
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Extending the Terms of a Chapter 380 Agreement with Sanford Construction LLC for 918, 922, 926, and 930 Minda St. ***(Tim Littlejohn)***
10. **Ordinance (First Reading) CUP-2026-10:** Receive a Report, Hold a Discussion, and Take Action on a Request from the Owner to Apply a Conditional Use Permit to Allow a Daycare Operation – Center-Based within Multi-Family (MF). Located at 3050 Old Anson Road. ***(Tim Littlejohn)***
11. **Ordinance (First Reading) Z-2026-35:** Receive a Report, Hold a Discussion, and Take Action on a Request from the Owner to Change the Zoning of Approximately 24.48 Acres from Agricultural Open (AO) to Multi-Family (MF). Located at the north-east intersection of East Lake Road and Musgrave Boulevard. ***(Tim Littlejohn)***
12. **Ordinance (First Reading) Z-2026-37:** Receive a Report, Hold a Discussion, and Take Action on a Request from the Owner to Change the Zoning of Approximately 6.97 Acres from General Retail (GR) to Multi-Family (MF). Located at 2202 Union Lane. ***(Tim Littlejohn)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

13. **Ordinance (Final Reading) CUP-2026-08:** 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 Approximately 1.49 Acres Zoned General Commercial (GC) To Allow for Contractor Services. Located At 411 East South 11th Street. ***(Tim Littlejohn)***
14. **Ordinance (Final Reading) Z-2026-28:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately

0.36 Acres from Residential Single-Family (RS-6) to General Commercial (GC) Zoning. Located at 1358, 1366, and 1374 Barrow Street. ***(Tim Littlejohn)***

15. **Ordinance (Final Reading) Z-2026-30:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Amend the Terms and Conditions of a Planned Development District (PDD-149). Specifically, to Allow Residential Medium Density (MD) and Patio Home (PH) Uses. Located at 3626 Vogel Avenue. ***(Tim Littlejohn)***

16. **Ordinance (Final Reading) Z-2026-32:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 25.0 Acres from Agricultural Open (AO) to Planned Development District (PDD-201). Located at 6926 Military Drive. ***(Tim Littlejohn)***

17. **Ordinance (Final Reading) Z-2026-33:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.48 Acres from Heavy Commercial (HC) to Residential Single-Family (RS-6) Zoning. Located at 801 N 13th Street and 1226 Mesquite Street. ***(Tim Littlejohn)***

18. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Execute a Professional Services Contract with HDR Engineering, Inc. for PFAS Preliminary Design Services ***(Matthew Dane)***

19. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Authorize an Application for Financial Assistance from the Texas Water Development Board Water Supply and Infrastructure Grant (WSIG) Program ***(Matthew Dane)***

20. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Execute a Professional Services Contract with Kimley-Horn and Associates, Inc. for Integrated Infrastructure Management Plan Program Management Services (Phase 1 — Program Setup) ***(Matthew Dane)***

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
2. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
3. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
4. 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
5. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
6. PFAS Litigation
7. 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
8. 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
9. Patricia Anderson v. City of Abilene; Cause No. 51867-A, IN the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024
10. 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
11. 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
12. 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
13. 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
14. 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
15. 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
16. Joseph Jarrell Turner v. H Haught, Case No. 1:25-CV-00201-BU; In the United States District Court, Northern District of Texas, Abilene Division; filed October 16, 2025
17. Samantha Henry a/k/a Samantha Kae Henry-Davis v. Chris Milliorn, et al.; Civil Action No. 1:25-cv-00003, In the United States District Court, Northern District of Texas, Abilene Division, filed January 6, 2025
18. Donald Schultz v. Abilene Police Department; Case Number SC26-11800J11, In The Justice Court, Precinct 1, Place 1, Taylor County, Texas; filed June 18, 2026
19. Brandon Jeffrey Gurganus v. City of Abilene; Cause No. 13925-D, In the 350th Judicial District Court, Taylor County, Texas; filed June 15, 2026

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)
1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards & Commissions May be Discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

REGULAR AGENDA

22. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene, Inc.'s Economic Development Plan ***(Misty Mayo)***

23. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Budget for the Development Corporation of Abilene, Inc. ***(Misty Mayo)***

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 2nd day of July, 2026, at 3:30 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary

CITY COUNCIL MEMORANDUM
7/9/2026

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

ITEM: **5. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Meeting Held on June 23, 2026, and the Regular Meeting Held on June 25, 2026 *(Shawna Atkinson)***

GENERAL INFORMATION
Approval of the Minutes from the Special Meeting Held on June 23, 2026, and the Regular Meeting Held on June 25, 2026

FUNDING/FISCAL IMPACT
None

STAFF AND/OR BOARD RECOMMENDATION
Approval of the Minutes

ATTACHMENTS:
1. 06-25-2026 Minutes - Regular - Morning

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 7/7/2026

CITY COUNCIL MEETING
June 25, 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 June 25, 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 Shane Price, Deputy Mayor Pro-tem Lynn Beard, and Councilmembers Benjamin Bailey, Miguel Espinoza and Travis Craver. Councilmember Jay Patterson was absent. Also present were City Manager Emily Crawford, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Deputy Mayor Pro-tem Lynn Beard 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

- Recognition – Communications Department TAMIO Awards

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-12. Items 5, 7 and 10 were pulled for individual consideration.

Item(s) pulled for individual consideration:

- Item 5 – Mayor Pro-tem Price
- Item 7 – Councilmember Craver
- Item 10 – Mayor Pro-tem Price

PUBLIC COMMENTS

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

- Marta Hollowell
- Tammy Fogle
- Diane Bradley

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

Deputy Mayor Pro-tem Beard moved to approve the consent agenda, now consisting of items 3, 4 and 6, 8-9 and 11-12. Mayor Pro-tem Price seconded the motion. Motion carried.

AYES (6): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers, Bailey, Espinoza and Craver
NAYS (0): None
ABSENT (1): Councilmember Patterson

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 11, 2026

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding a Bid to Extreme Exteriors for the Development of an Arboretum and Picnic Area at Kirby Lake Park
[ASSIGNED RESOLUTION NO. 125-2026]

6. Resolution: Receive a Report, Hold a Discussion and Take Action Authorizing the Submission of a Subapplication to the Texas Water Development Board for Federal Emergency Management Agency FY2024 Flood Mitigation Assistance Grant Funding and Designating the City Manager as the Authorized Official
[ASSIGNED RESOLUTION NO. 127-2026]

8. Ordinance (First Reading) CUP-2026-08: Receive a Report, Hold a Discussion, and Take Action on a Request from The Owner, To Apply a Conditional Use Permit to Approximately 1.49 Acres Zoned General Commercial (GC) To Allow for Contractor Services. Located At 411 East South 11th Street

9. Ordinance (First Reading) Z-2026-28: Receive a Report, Hold a Discussion, and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.36 Acres from Residential Single-Family (RS-6) to General Commercial (GC) Zoning. Located at 1358, 1366, and 1374 Barrow Street.

11. Ordinance (First Reading) Z-2026-32: Receive a Report, Hold a Discussion, and Take Action on a Request from the Owner to Change the Zoning of Approximately 25.0 Acres from Agricultural Open (AO) to Planned Development District (PDD-201). Located at 6926 Military Drive.

12. Ordinance (First Reading) Z-2026-33: Receive a Report, Hold a Discussion, and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.48 Acres from Heavy Commercial (HC) to Residential Single-Family (RS-6) Zoning. Located at 801 N 13th Street and 1226 Mesquite Street.

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

5. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2637 Workzone Project S10B to Bontke Brothers Construction Co., Inc.
[ASSIGNED RESOLUTION NO. 126-2026]

Having pulled the item, Mayor Pro-tem Price just wanted to clarify that the Street Maintenance budget is not being reduced, as media outlets have been reporting.

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

- Tammy Fogle

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

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

AYES (6): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Bailey, Espinoza and Craver
NAYS (0): None
ABSENT (1): Councilmember Patterson

7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Amendment No. 2 to the Professional Services Contract with Hazen and Sawyer for the HWTP Microfiltration Backwash Piping Improvements Project
[ASSIGNED RESOLUTION NO. 128-2026]

Having pulled the item, Councilmember Craver had questions in regards to the design gaps that were found, and asked how those gaps could have been addressed better in the beginning of the process.

Matthew Dane, Director of Water Utilities, presented the item and answered Councilmember Craver's questions.

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

AYES (5): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Bailey and Espinoza
NAYS (1): Councilmember Craver
ABSENT (1): Councilmember Patterson

10. Ordinance (First Reading) Z-2026-30: Receive a Report, Hold a Discussion, and Take Action on a Request from the Owner to Amend the Terms and Conditions of a Planned Development District (PDD-149). Specifically, to Allow Residential Medium Density (MD) and Patio Home (PH) Uses. Located at 3626 Vogel Avenue.

Having pulled the item, Mayor Pro-tem Price wanted to point out that the redline copy of the ordinance that is in the packet is the old version, and that it needs to be updated before the second reading.

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

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

AYES (6): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Bailey, Espinoza and Craver
NAYS (0): None
ABSENT (1): Councilmember Patterson

REGULAR AGENDA

13. Ordinance (Final Reading) Z-2026-29: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.48 Acres from Residential Medium Density (MD) to College University (CU) Zoning. Located at 1801 Lincoln Drive.
[ASSIGNED ORDINANCE NO. 54-2026]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced location from Residential Medium Density (MD) to College University (CU).

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

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

AYES (6): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Bailey, Espinoza and Craver
NAYS (0): None
ABSENT (1): Councilmember Patterson

14. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-285, "Increased Speed Limits" of the Abilene Municipal Code
[ASSIGNED ORDINANCE NO. 55-2026]

Max Johnson, Director of Public Works, presented the item. Adoption of the item would amend Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-285, "Increased Speed Limits" of the Abilene Municipal Code at various locations.

Mayor Hurt opened the public hearing. The following addressed the council:

- Tammy Fogle

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

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

AYES (6): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Bailey, Espinoza and Craver
NAYS (0): None
ABSENT (1): Councilmember Patterson

15. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Ordinance Authorizing the Issuance of City of Abilene, Texas, General Obligation Bonds, Series 2026 (AMT); Establishing Procedures and Delegating Authority for the Sale and Delivery of the Bonds; Providing an Effective Date; and Enacting Other Provisions Relating to the Subject
[ASSIGNED ORDINANCE NO. 56-2026]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would approve the issuance of General Obligation Bonds, Series 2026 (AMT) for the Airport Terminal Project. George Williford with Hilltop Securities was also available to answer Council's questions.

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

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

AYES (6): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Bailey, Espinoza and Craver
NAYS (0): None
ABSENT (1): Councilmember Patterson

16. Presentation:

Mari Cockerell, Director of Communications, presented the item and went over the implementation of the new SeeClick Fix app. She explained that the app is now the City of Abilene app, but the old app will also work should someone not download the new one. The MyABI app will be discontinued, however. This new app will have better reporting tools and users will be able to only see Abilene reports versus all reports in SeeClickFix. She gave a brief look inside the new app and spoke about the large number of downloads already.

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:29 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:

17.A.551.071 (Consultation with Attorney)

1. City of Dallas et al, v. Disney DTC LLC, Cause No DC-22-09128
2. Foco Capital LLC v. City of Abilene, Cause No 29,758B
3. Samantha Henry a/k/a Samantha Kae Henry-Davis v. Chris Milliorn et all. Civil Action No 1:25-cv-00003
4. Legal Update Regarding Cedar Ridge Reservoir & Fort Stockton Groundwater Projects

The Executive Session ended at 11:05 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 11:05 a.m.

Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

CITY COUNCIL MEMORANDUM
7/9/2026

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

ITEM: **6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Teinert Construction for the Emergency Repairs to the Park Training Room *(Lesli Andrews)***

GENERAL INFORMATION

On May 28, 2026 the City of Abilene Park Training room was struck by a vehicle, damaging the exterior and interior load-bearing walls. The City of Abilene has filed a claim with the driver's insurance as well as the City's insurance company. The City of Abilene entered into a contract with Teinert Construction on June 18, 2026. Due to unforeseen damage to City property, this is an emergency contract and competitive bidding is not required. Demo and repairs will be made to the exterior wall and door, interior wall and doors, flooring, and ceiling grid.

This item includes an "Owners Allowance" in the amount of $15,000 for work directed in writing by the City. The Owner's Allowance is for work required and may be used in the event of additional (or less) work than expected.

FUNDING/FISCAL IMPACT

The demo and repair of the Park Training room is $170,000. The City has filed a claim on the driver's insurance as well as with the City's insurance. The City will be responsible for the deductible and balance not reimbursed by either insurance. The funds will come from the Minor Improvement Project funds.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval.

ATTACHMENTS:

1. 26_7_9 Resolution Teinert Repair Park Training Room
2. Teinert-Parks 6182026
3. 26_6_22 Armory Damage Pic 1
4. 26_6_22 Armory Damage Pic 2
5. 26_6_22 Armory Damage Pic 3
6. 26_6_22 Armory Damage Pic 4
7. 26_6_22 Armory Damage Pic 5
8. 26_7_9 Presentation Teinert Repair of Park Training Room

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 ALLOCATE FUNDING TO THE CONTRACT WITH TEINERT CONSTRUCTION FOR THE REPAIR OF THE PARK TRAINING ROOM.

WHEREAS, on May 28, 2026 the City of Abilene Park Training room was struck by a vehicle, damaging the exterior and interior load-bearing walls; and

WHEREAS, the City of Abilene has filed a claim with the driver's insurance as well as the City's insurance company, TML; and

WHEREAS, the City of Abilene entered into a contract with Teinert Construction on June 18, 2026; and

WHEREAS, this is an emergency contract and competitive bidding is not required; and

WHEREAS, demo and repairs will be made to the exterior wall and door, interior wall and doors, flooring, and ceiling grid.

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

Part 1: The City Manager is hereby authorized to allocate $170,000 to the contract with Teinert Construction for the repair of the Park Training room.

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

ADOPTED this 9th day of July 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CONSTRUCTION CONTRACT
(Short Form)

This Contract, dated the 18 day of June, 2026, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and Teinert Construction ("Contractor"), a Company organized under the laws of the State of Texas.

I. TERMS

In consideration of $170,000, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

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

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

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

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

II. PAYMENT

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

III. DURATION

Contractor must complete all required work within 60 calendar days after the effective date of this Contract.

IV. ASSIGNMENT

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

V. STATUS OF CONTRACTOR

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

VI. AMENDMENT OR MODIFICATION

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

VII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

(iv) all other costs and expenses of litigation.

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

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

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

B. Indemnity

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

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

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

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

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

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS

CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

VIII. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this Contract.

2. Provide for thirty (30) days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

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

Type	Amount
X1. Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
__X_2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
__X_3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___4. Professional Liability	$500,000 combined single limit (per occurrence)
___5. See Addendum for Special Coverages and/or revisions	
___6. No Insurance Required	

IX. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

X. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XI. INDEBTEDNESS TO CITY

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

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

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

XII. EQUAL EMPLOYMENT OPPORTUNITY

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

XIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIV. SALES TAX

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

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. PAYMENT AND PERFORMANCE BONDS

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

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

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

XVII. SEVERABILITY AND WAIVER

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

XVII. NOTICES

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

ATTN: Lesli Andrews
P.O. Box 60
Abilene, Texas 79604-0060

or to Contractor at:

ATTN: JD Coffee, Teinert
935 Pine, Street
Abilene, Texas 79601

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

XVII. COUNTERPARTS

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

XVIII. STATUTORY VERIFICATIONS

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

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

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

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

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

XIX. SECTIONS AND OTHER HEADINGS

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

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

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

CITY OF ABILENE

By: _____

Name:

Title:

CONTRACTOR

By: _____

Name: Jerrod Kerr

Title: Executive Vice President

ATTEST:

_____

City Secretary

Federal Tax ID#:

APPROVED:

By: _____

City Attorney

Corporate Seal if applicable

ATTACHMENT A

Scope of Work

Emergency demo and repair the Parks Training Room located in Parks Division offices in Rose Park off South 9th Street. The building was hit by a car. This includes demolition, masonry, structural steel, roofing, doors, frames, hardware, acoustical tile, painting, and electrical.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ___

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

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

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

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

OPTION 2 ___

Payment is in a lump sum amount of $Click or tap here to enter text. upon completion of the work and written acceptance by the City.

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

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

OPTION 3 __X_

Payment is a fixed fee amount of $170,000 payable per pay app upon completion of the work and written acceptance by the City.

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, 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)






POLICE



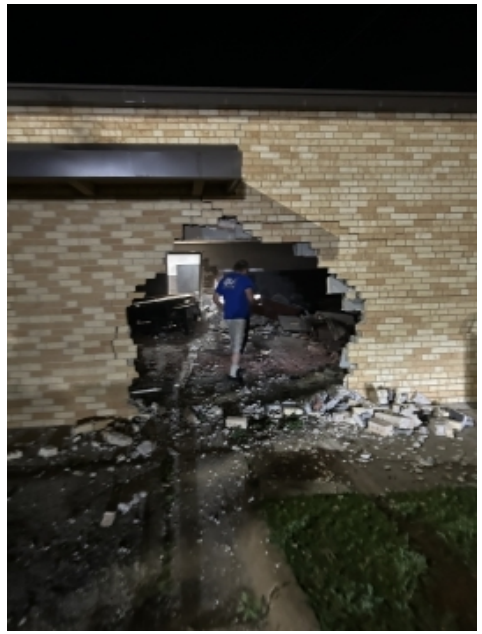

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Contract Teinert Construction Repair of Park Training Room

CITY OF ABILENE TEXAS

General Information:

- On May 28, 2026 the City of Abilene Park Training room was struck by a vehicle, damaging the exterior and interior load-bearing walls.
- The City of Abilene has filed a claim with the driver's insurance company as well as the City's insurance company, TML.
- On June 18, 2026 the City entered into an emergency contract with Teinert Construction.
- Request is to authorize the City Manager to allocate $170,000 to the contract with Teinert Construction for the repair of the Park Training room.





CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
7/9/2026

TO: **Emily Crawford, City Manager**
FROM: **Max Johnson, Director of Public Works**

ITEM: **7. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2641 Traffic Signal Improvements Antilley Rd. at Directors Pw. to Willis Electric Co., LP *(Max Johnson)***

GENERAL INFORMATION
This construction contract involves the alteration of existing signal and pedestrian infrastructure located at the intersection of Antilley Road and Directors Parkway. These upgrades include flashing yellow arrows, the addition of signal backplates, and improved pedestrian facilities. This project includes a contingency of $18,000.00.

FUNDING/FISCAL IMPACT
Funding for this project will be through the Street Maintenance Fee Funds.

STAFF AND/OR BOARD RECOMMENDATION
Staff recommends awarding the bid to the best value bidder, Willis Electric Co., LP, of Abilene Texas, with a base bid amount of $167,810.00.

ATTACHMENTS:
1. Antilley & Directors Signal Resolution - 7-1-2026
2. Antilley & Directors Contract Willis
3. CB2641TAB
4. SCOPE OF PROJECT
5. PROJECT LOCATION MAP
6. Antilley & Directors Signals Presentation 7-1-2026

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF ABILENE, TEXAS, AWARDING BID TO WILLIS ELECTRIC CO., LP, ABILENE, TEXAS

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids of Traffic Signal Improvements – Antilley Road at Directors Parkway; and

WHEREAS, the project involves the improvement of the traffic signals located at the intersection of Antilley Road and Directors Parkway; and

WHEREAS, the project will include installation of flashing yellow arrows, pedestrian signal upgrades, and curb ramps; and

WHEREAS, the City of Abilene has utilized the "Best Value" competitive bidding method in determining the award of the contract; and,

WHEREAS, the following bids were received and opened on June 23, 2026:

Willis Electric Co., LP, Abilene, Texas	$167,810.00
American Traffic Construction LLC, Ft Worth, Texas	$177,811.46

WHEREAS, Willis Electric Co., LP, Abilene, Texas submitted the best value bid in the amount of $167,810.00 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Willis Electric Co., LP, Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of $167,810.00.

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

ADOPTED this 9th day of July, 2026.

ATTEST:

_____
Shawna Atkins, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 9th day of July, 2026 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Willis Electric Co., LP of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

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

TRAFFIC SIGNAL IMPROVEMENTS ANTILLEY RD. AT DIRECTORS PW.

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 $ 167,810.00 .

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

(i) injury or damage to any property or right

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

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

(iv) all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Willis Electric Co., LP

Signature

Weston Willis

Name - Typed or Printed

Partner

Title - Typed or Printed

Business Address:

4242 Sayles Blvd.
Abilene, TX 79605

325-698-3444

Business Phone No.

41-2035799

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

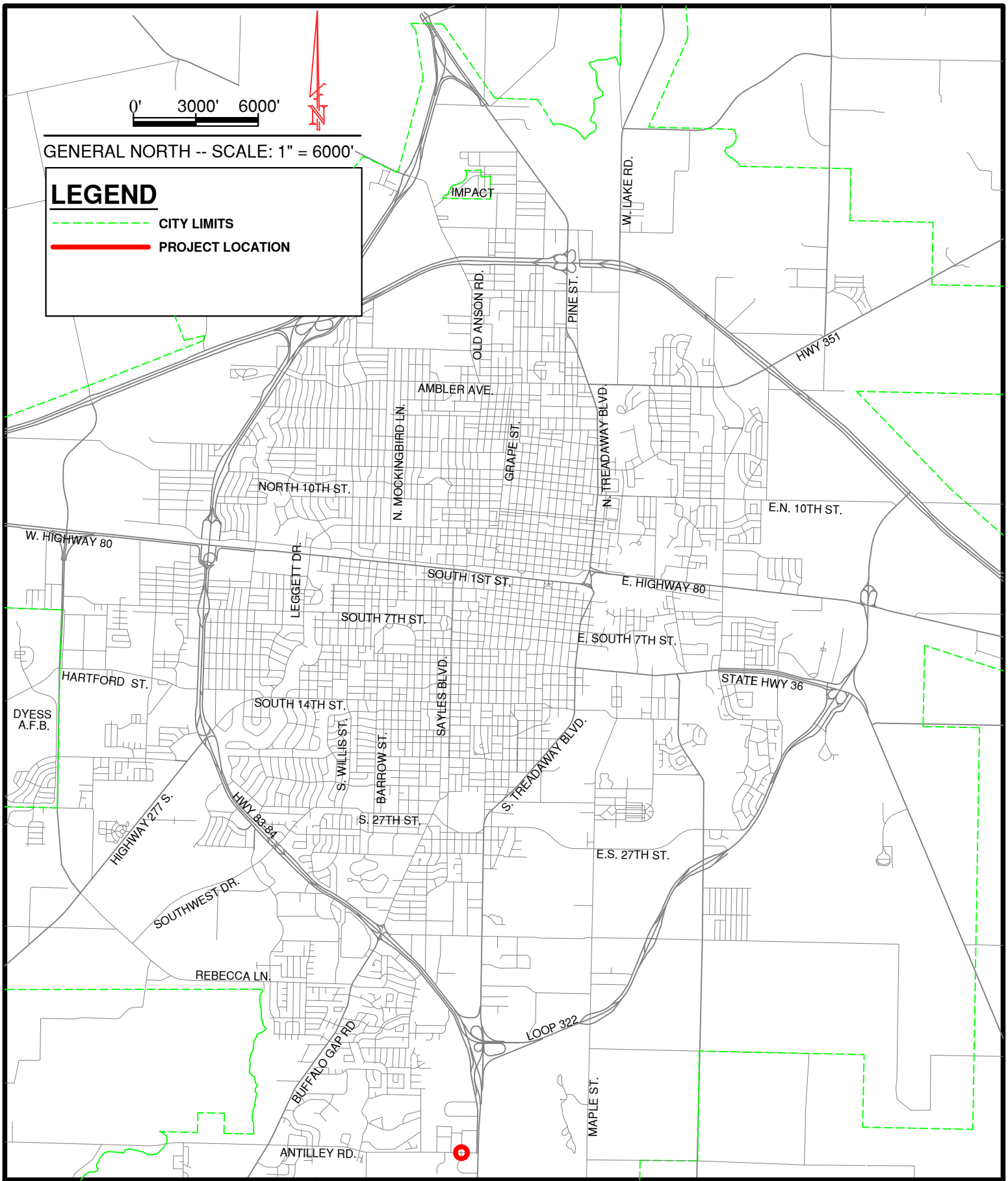
DEPARTMENT: ENGINEERING
BID NO.: CB-2641
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JUNE 23, 2026

				WILLIS ELECTRIC CO., LP ABILENE, TX		AMERICAN TRAFFIC CONSTRUCTION LLC FT. WORTH, TX									
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**
1.	TRAFFIC SIGNAL IMPROVEMENTS – ANTILLEY RD AT DIRECTORS PKWY				167,810.00		177,811.46								
BASE BID					167,810.00		177,811.46								
DISCOUNT															
TOTAL BID					167,810.00		177,811.46								

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This construction contract involves the alteration of the existing signal located at Antilley Rd. and Directors Pwy. These upgrades include flashing yellow arrows, addition of signal backplates, and improved pedestrian facilities.



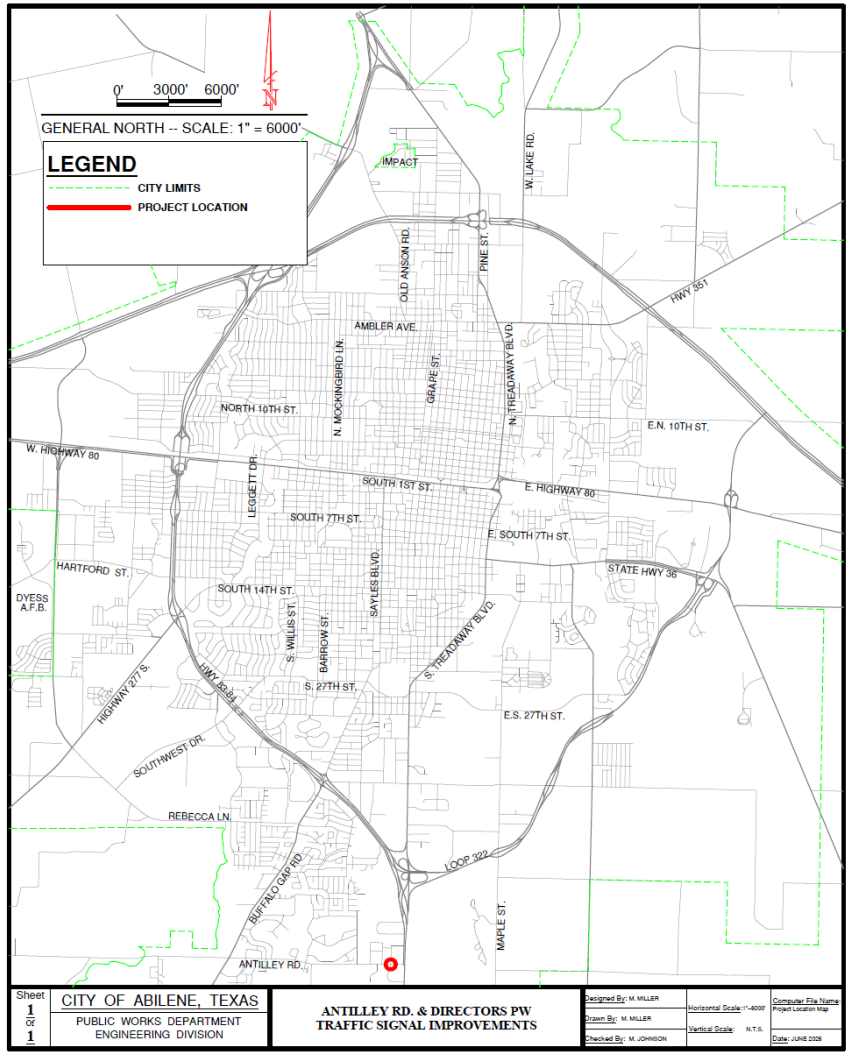
Sheet 1 Of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	**ANTILLEY RD. & DIRECTORS PW TRAFFIC SIGNAL IMPROVEMENTS**	Designed By: M. MILLER Drawn By: M. MILLER Checked By: M. JOHNSON	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: JUNE 2026

Bid Award of CB-2641
Traffic Signal Improvements
Antilley Road at Directors Parkway

(Max Johnson)

CITY OF ABILENE TEXAS

Bid Award of CB-2641 Traffic Signal Improvements Antilley Road at Directors Parkway



Limits

Intersection of Antilley Road at Directors Parkway

CITY OF ABILENE TEXAS

Bid Award of CB-2641 Traffic Signal Improvements Antilley Road at Directors Parkway

- Project includes:
    - Alteration of existing signal located at Antilley Road and Directors Parkway -- upgrades include flashing yellow arrows, addition of signal backplates, and improved pedestrian facilities.
- Project advertised June 7 and June 14, 2026; bids opened June 23, 2026; two (2) bids received.
- Project allowance: $18,000.00.
- Staff recommends awarding the bid to the best value bidder, Willis Electric Co., LP with a base bid of $167,810.00.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
7/9/2026

TO: **Emily Crawford, City Manager**
FROM: **Max Johnson, Director of Public Works**

ITEM: **8. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing Staff to Enter Into an Advanced Funding Agreement (AFA) with Texas Department of Transportation (TxDOT) for the North 3rd and North Willis Signal Improvement Project *(Max Johnson)***

GENERAL INFORMATION

This agenda item allows the City of Abilene to enter into an Advance Funding Agreement (AFA) for the North 3rd and North Willis Signal Improvements Project, a Highway Safety Improvement Project (HSIP) with TxDOT. This effort includes traffic signal improvements and supporting infrastructure. The AFA allows for the construction of traffic signal upgrades with minimal cost to the City of Abilene. In previous years, TxDOT required local cities to contribute matching funds (up to 20% of project costs). With the latest TxDOT HSIP projects, no matching funds are required; however, there are some administrative costs for which TxDOT is not permitted to fund. These costs include engineering design services, minimal direct State administrative fees, and any project cost overruns. The maximum obligated amount for construction funding for this project has been set at $637,844.00 which is covered entirely by this TxDOT HSIP grant.

FUNDING/FISCAL IMPACT

The City's contribution to TxDOT for this project is estimated to be $6,321.00 plus project overruns, if any. If approved, funding for the City's contribution to this project will come from general funds, specifically from Public Works budget.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval of this item in order to proceed with the Advance Funding Agreement.

ATTACHMENTS:

1. N. 3rd & Willis HSIP Resolution - 7-1-2026
2. PROJECT LOCATION MAP
3. N. 3rd & Willis AFA Presentation 7-1-2026

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCED FUNDING AGREEMENT (AFA) BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) AND THE CITY OF ABILENE TO PARTICIPATE IN THE INSTALLATION OF TRAFFIC SIGNAL IMPROVEMENTS AT NORTH 3RD AND NORTH WILLIS STREET THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) ADMINISTERED BY TxDOT.

WHEREAS, the HSIP is administered by TxDOT to achieve the goal of a significant reduction in fatalities and serious injuries on Texas roadways, including both on-system and off-system roads.; and

WHEREAS, a project to install traffic signal improvements is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **116997.** Dated **August 21, 2025;** and

WHEREAS, the usual fund participation ratio for projects on such program is 90 percent federal, 0 percent state and 10 percent Local Government. This safety project qualified for increased federal funding to 100 percent; and

WHEREAS, the estimated local match fund participation requirement on the approved HSIP project is **$0**. However, the City of Abilene is responsible for design of the project, an administration fee to TxDOT of **$6,321**, and any overages that may occur on the project.

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

PART 1: That the City of Abilene confirms its agreement with the State to secure all funding for the approved highway safety improvement project, that all requirements of TAC 43 will be implemented, and the City Manager, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, is hereby authorized and directed to execute and attest on behalf of the City of Abilene, and agreement to contribute funds for the above referenced project, referenced by the date of July 9, 2026.

PART 2: That the sum of Six Thousand-Three Hundred-Twenty-One Dollars and Zero Cents ($6,321.00), which represents the administration fee to TxDOT, is hereby appropriated and the City Manager is hereby authorized and direct to pay the sum indicated from the funds available in the budget accounts.

ADOPTED: this 9th day of July, 2026.

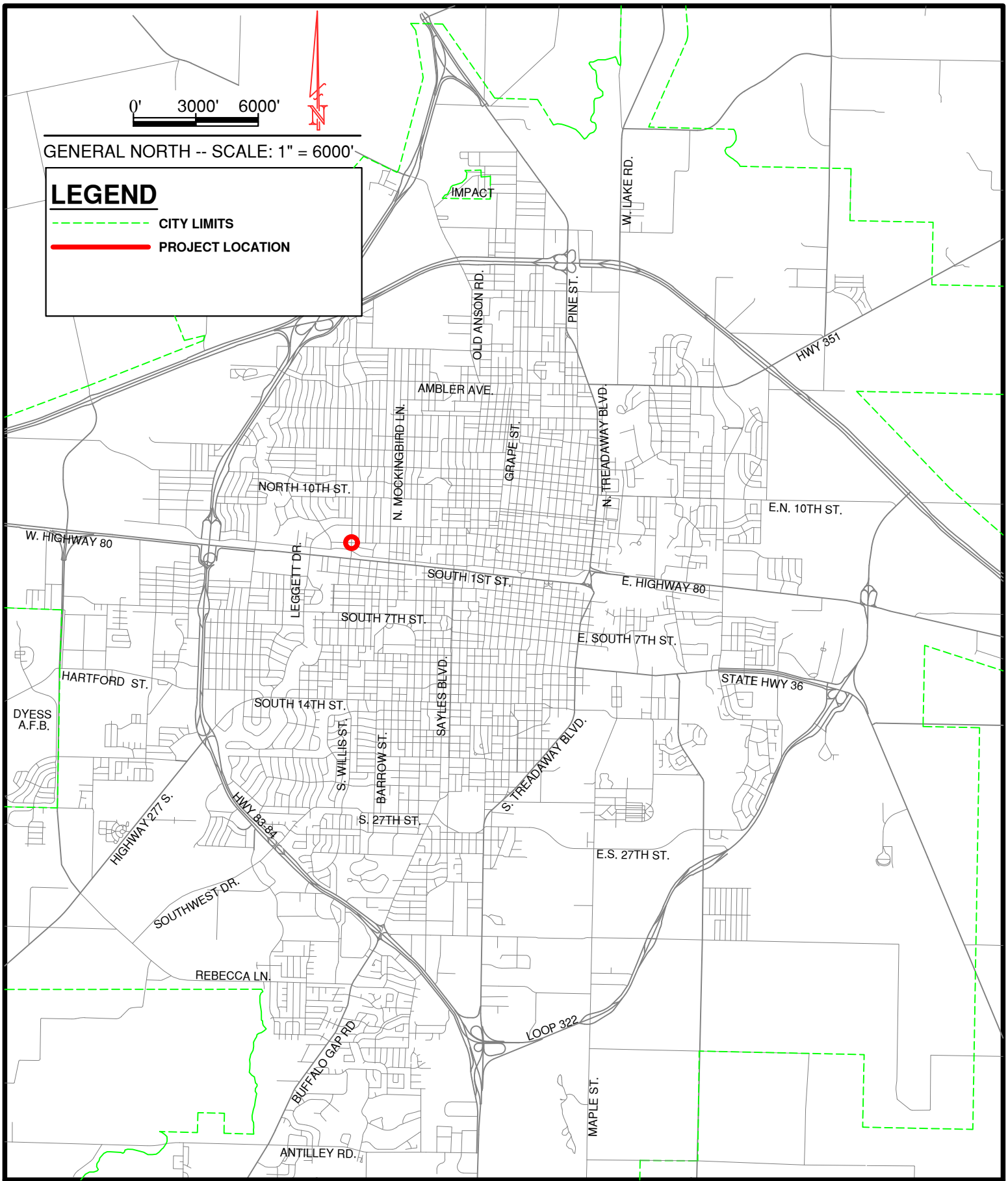
ATTEST:

_____
Shawna Atkins, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney



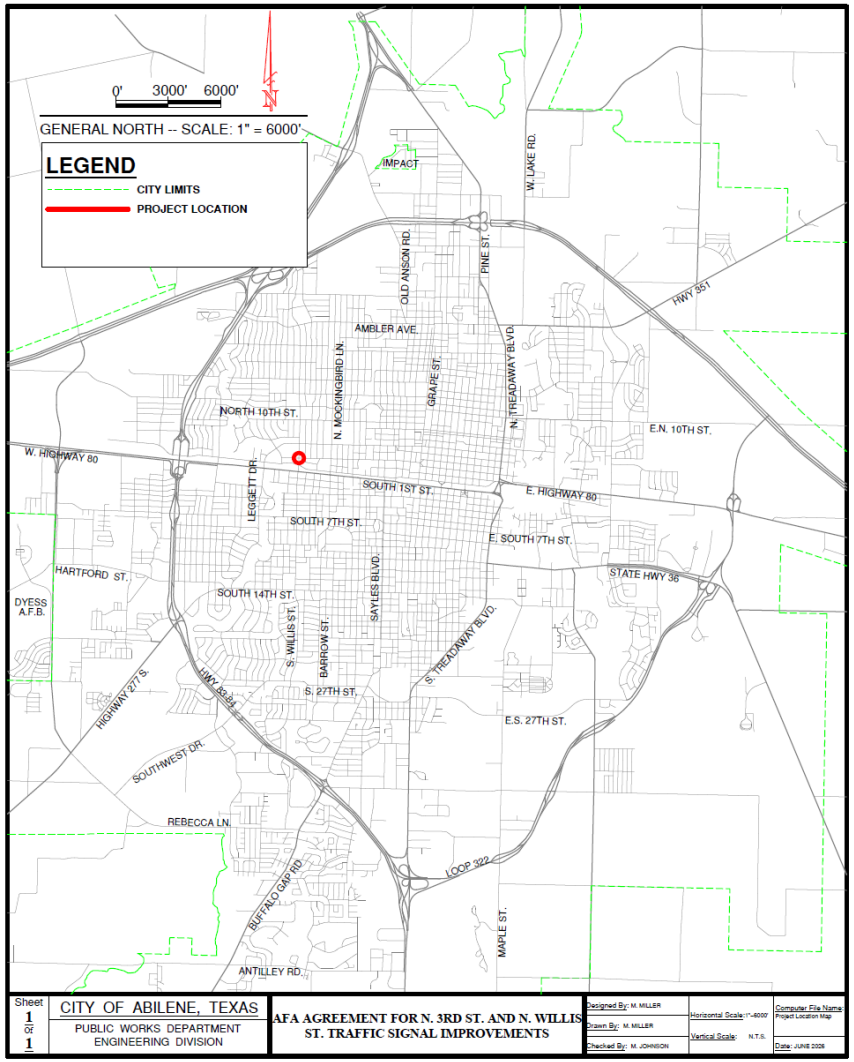
Sheet 1 Of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	AFA AGREEMENT FOR N. 3RD ST. AND N. WILLIS ST. TRAFFIC SIGNAL IMPROVEMENTS	Designed By: M. MILLER Drawn By: M. MILLER Checked By: M. JOHNSON	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.
			Computer File Name: Project Location Map Date: JUNE 2026	

AFA Agreement with TxDOT for North 3rd and North Willis Street Signal Improvement Project CSJ# 0908-33-118

(Max Johnson)

CITY OF ABILENE TEXAS

AFA Agreement with TxDOT for North 3rd and North Willis Street Signal Improvement Project CSJ# 0908-33-118



Intersection

North 3rd Street and North Willis Street

CITY OF ABILENE TEXAS

AFA Agreement with TxDOT for North 3rd and North Willis Street Signal Improvement Project CSJ# 0908-33-118

- Agreement between the City of Abilene and the Texas Department of Transportation (TxDOT) consists of improvement of traffic signals at the intersection of North 3rd Street and North Willis Street
- This agenda item is a commitment by the City of Abilene to enter into an Advance Funding Agreement (AFA) with TxDOT.
- The AFA agreement allows for improvement of traffic signal facilities at little to no cost of construction to the City of Abilene. The City's contribution is limited to engineering design costs, direct state costs, and any construction overruns that may be incurred.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
7/9/2026

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

ITEM: **9. Resolution: Receive a Report, Hold a Discussion and Take Action on Extending the Terms of a Chapter 380 Agreement with Sanford Construction LLC for 918, 922, 926, and 930 Minda St. *(Tim Littlejohn)***

GENERAL INFORMATION
Sanford Construction LLC. is looking to extend the terms of their Ch.380 agreement for 918, 922, 926, and 930 Minda St. in order to finish the new single family builds as part of the Rebuild Abi program.

FUNDING/FISCAL IMPACT
N/A

STAFF AND/OR BOARD RECOMMENDATION
Approval

ATTACHMENTS:
1. Resolution Amend Sanford Construction 380 Agreement (1)
2. Amendment_to_Sanford_Construction,_LLC-918_Minda
3. Amendment_to_Sanford_Construction,_LLC-922_Minda
4. Amendment_to_Sanford_Construction,_LLC-926_Minda
5. Amendment_to_Sanford_Construction,_LLC-930_Minda
6. 268-2024_-_Approving_Ch._380_Agreements_Between_Sanford_Construction_-_918-930 Minda St
7. Sanford Construction Extension Presentation

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 7/7/2026

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING AN AMENDMENT TO THE CHAPTER 380 AGREEMENT BETWEEN THE CITY OF ABILENE AND SANFORD CONSTRUCTION, LLC REGARDING 918, 922, 926, AND 930 MINDA ST.

WHEREAS, on November 21, 2024, the City of Abilene and Sanford Construction, LLC ("Developer") entered into a Chapter 380 Economic Development Agreement ("Agreement") as part of the Rebuild ABI program; and

WHEREAS, the term of the Agreement is the earlier of 18 months or until each party has completed their respective obligations; and

WHEREAS, the Developer has requested an extension of the term of the Agreement for an additional 6 months; and

WHEREAS, the Developer intends to complete the project located at 918, 922, 926, and 930 Minda St., in Abilene, Taylor County, Texas (the "Project Area") within this requested additional amount of time.

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

PART 1: That the City of Abilene approves the amendment to the Chapter 380 Economic Development Agreement with Sanford Construction LLC. to extend the term an additional 6 months for a total of 24 months.

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

ADOPTED on the 9th day of July, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Docusign Envelope ID: 73156761-542B-8C5B-82CA-D955A91E275B

FIRST AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE, TEXAS AND
Sanford Construction, LLC

As part of the Rebuild ABI program, on November 21, 2024, the City of Abilene, Texas ("City") and Sanford Construction, LLC ("Developer") entered into a Chapter 380 Economic Development Agreement ("Agreement"), wherein Developer is making improvements to 918 Minda Street, Abilene, Texas. City and Developer hereby agree to amend the terms of the Agreement as follows:

"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) twenty four (24) months from the Effective Date ("Term")."

No other terms of the Agreement are amended hereby.

AGREED THIS __9th_____ DAY OF _____July_____, 2026.

CITY OF ABILENE, TEXAS DEVELOPER

BY:_____ BY: Signed by: Bo Sanford F444B2115B7E437_____
City Manager (signature)

____Bo Sanford, Principal_____
(printed name and title)

Attest:

_____
City Secretary

Approved:

_____
City Attorney

Docusign Envelope ID: 73156761-542B-8C5B-82CA-D955A91E275B

FIRST AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE, TEXAS AND
Sanford Construction, LLC

As part of the Rebuild ABI program, on November 21, 2024, the City of Abilene, Texas ("City") and Sanford Construction, LLC ("Developer") entered into a Chapter 380 Economic Development Agreement ("Agreement"), wherein Developer is making improvements to 922 Minda Street, Abilene, Texas. City and Developer hereby agree to amend the terms of the Agreement as follows:

"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) twenty four (24) months from the Effective Date ("Term")."

No other terms of the Agreement are amended hereby.

AGREED THIS __9th_____ DAY OF _____July_____, 2026.

CITY OF ABILENE, TEXAS DEVELOPER

BY:_____ BY: Signed by: Bo Sanford F444B2115B7E437...
City Manager (signature)

____Bo Sanford, Principal_____
(printed name and title)

Attest:

_____
City Secretary

Approved:

_____
City Attorney

Docusign Envelope ID: 73156761-542B-8C5B-82CA-D955A91E275B

FIRST AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE, TEXAS AND
Sanford Construction, LLC

As part of the Rebuild ABI program, on November 21, 2024, the City of Abilene, Texas ("City") and Sanford Construction, LLC ("Developer") entered into a Chapter 380 Economic Development Agreement ("Agreement"), wherein Developer is making improvements to 926 Minda Street, Abilene, Texas. City and Developer hereby agree to amend the terms of the Agreement as follows:

"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) twenty four (24) months from the Effective Date ("Term")."

No other terms of the Agreement are amended hereby.

AGREED THIS __9th_____ DAY OF _____July_____, 2026.

CITY OF ABILENE, TEXAS DEVELOPER

BY:_____ BY: Signed by: Bo Sanford F444B2115B7E437...
City Manager (signature)

____Bo Sanford, Principal_____
(printed name and title)

Attest:

_____
City Secretary

Approved:

_____
City Attorney

Docusign Envelope ID: 73156761-542B-8C5B-82CA-D955A91E275B

FIRST AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE, TEXAS AND
Sanford Construction, LLC

As part of the Rebuild ABI program, on November 21, 2024, the City of Abilene, Texas ("City") and Sanford Construction, LLC ("Developer") entered into a Chapter 380 Economic Development Agreement ("Agreement"), wherein Developer is making improvements to 930 Minda Street, Abilene, Texas. City and Developer hereby agree to amend the terms of the Agreement as follows:

"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) twenty four (24) months from the Effective Date ("Term")."

No other terms of the Agreement are amended hereby.

AGREED THIS __9th_____ DAY OF _____July_____, 2026.

CITY OF ABILENE, TEXAS

BY:_____
City Manager

DEVELOPER

Signed by:
Bo Sanford
F444B2115B7E437...

BY:_____
(signature)

____Bo Sanford, Principal_____
(printed name and title)

Attest:

_____
City Secretary

Approved:

_____
City Attorney

Docusign Envelope ID: 0145E8E6-44B2-47E8-94B1-44A880EDEE47

Docusign Envelope ID: CFE35E32-4AF6-46F6-8E9B-FA278C0A9462

NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND Sanford Construction, LLC

This Economic Development Agreement ("Agreement") is effective as of the _21st__day of _____November_____, 2024 ("Effective Date"), by and between Sanford Construction, LLC ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 918 Minda St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

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Docusign Envelope ID: CFE35E32-4AF6-46F6-8E9B-FA278C0A9462

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 Sanford Construction, 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.

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Docusign Envelope ID: CFE35E32-4AF6-46F6-8E9B-FA278C0A9462

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 (4) 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 member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.

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

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

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

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Docusign Envelope ID: CFE35E32-4AF6-46F6-8E9B-FA278C0A9462

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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Docusign Envelope ID: CFE35E32-4AF6-46F6-8E9B-FA278C0A9462

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.

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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.

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Docusign Envelope ID: 0145E8E6-44B2-47E8-94B1-44A880EDEE47

Sanford Construction

SC-1103241 #1
FOUNDATION PLAN
Square footage: 1250
scale: 1/4" = 1'-0"

Docusign Envelope ID: 0145E8E6-44B2-47E8-94B1-44A880EDEE47

Docusign Envelope ID: CFE35E32-4AF6-46F6-8E9B-FA278C0A9462

AGREED:

DEVELOPER

Sanford Construction, LLC
901 Industrial Blvd.
Abilene, TX 79602
325.669.9831
sanconllc1@gmail.com

Signed by:
By (signature): Ira Wayne Sanford Jr
F444B2115B7E437...

Name (printed): Ira Wayne Sanford

Title: Principal

CITY OF ABILENE

DocuSigned by:
Robert Hanna
E27DZ00B84444EA...
City Manager

ATTEST:
DocuSigned by:
Shawna Atkinson
C9A687226196428...
City Secretary

APPROVED AS TO FORM:

DocuSigned by:
Stanley Smith
D47F7C82A7BE450...
City Attorney

DS

Docusign Envelope ID: 0145E8E6-44B2-47E8-94B1-44A880EDEE47

Docusign Envelope ID: CFE35E32-4AF6-46F6-8E9B-FA278C0A9462

NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND Sanford Construction, LLC

This Economic Development Agreement ("Agreement") is effective as of the _21st__day of _____November_____, 2024 ("Effective Date"), by and between Sanford Construction, LLC ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 922 Minda St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

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Docusign Envelope ID: CFE35E32-4AF6-46F6-8E9B-FA278C0A9462

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 Sanford Construction, 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.

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Docusign Envelope ID: CFE35E32-4AF6-46F6-8E9B-FA278C0A9462

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 (4) 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 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 inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

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Sanford Construction

SC-110324-191
FOUNDATION PLAN
Square Footage: 1250
Scale: 1/4" = 1'-0"

Docusign Envelope ID: 0145E8E6-44B2-47E8-94B1-44A880EDEE47

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AGREED:

DEVELOPER

Sanford Construction, LLC
901 Industrial Blvd.
Abilene, TX 79602
325.669.9831
sanconllc1@gmail.com

By (signature): Signed by: Ira Wayne Sanford Jr
F444B2115B7E437...

Name (printed): Ira Wayne Sanford

Title: Principal

CITY OF ABILENE

DocuSigned by:
Robert Hanna
E27D700B84444EA...
City Manager

ATTEST:
DocuSigned by:
Shawna Atkinson
C9A687226196428...
City Secretary

APPROVED AS TO FORM:

DocuSigned by:
Stanley Smith
D47F7C82A7BE450...
City Attorney

DS

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NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND

Sanford Construction, LLC

This Economic Development Agreement ("Agreement") is effective as of the _21st__day of _____November_____, 2024 ("Effective Date"), by and between Sanford Construction, LLC ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 926 Minda St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

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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.

2.02. **Developer** means Sanford Construction, LLC its successors or assigns.

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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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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 (4) 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 inprovements 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 member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.

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

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

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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.

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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.

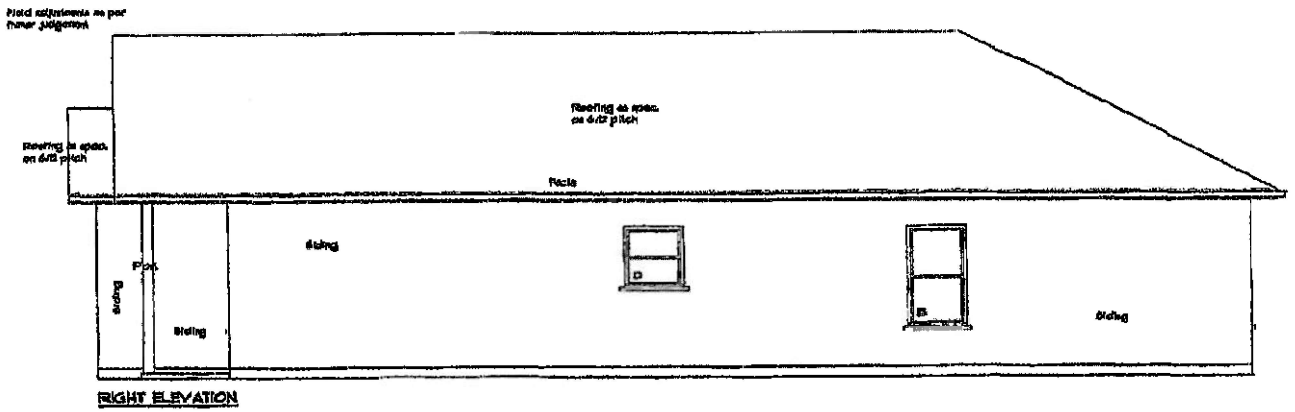
8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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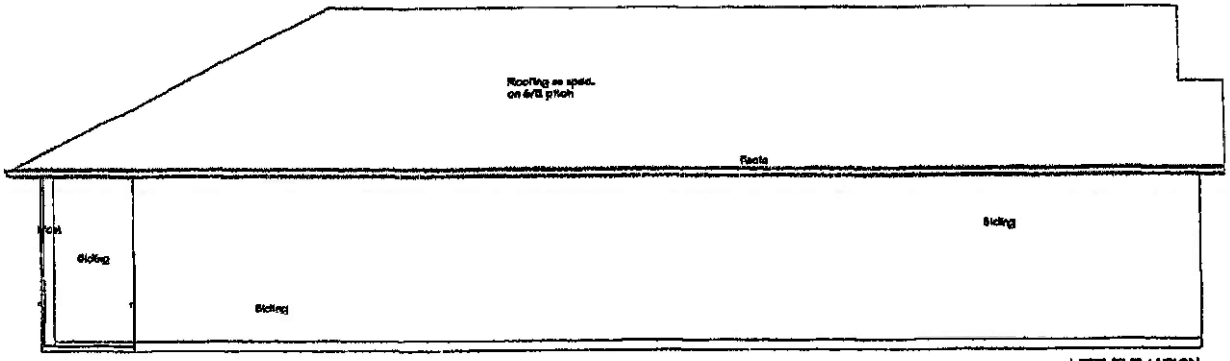
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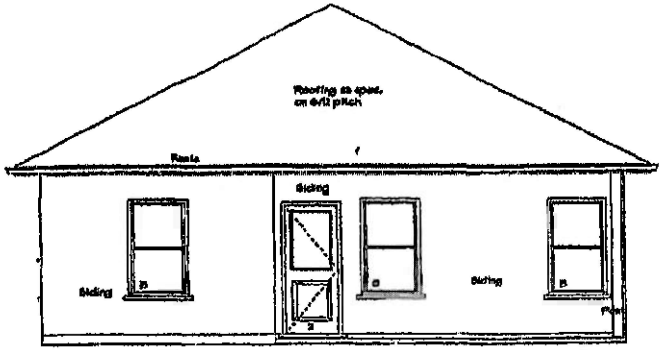
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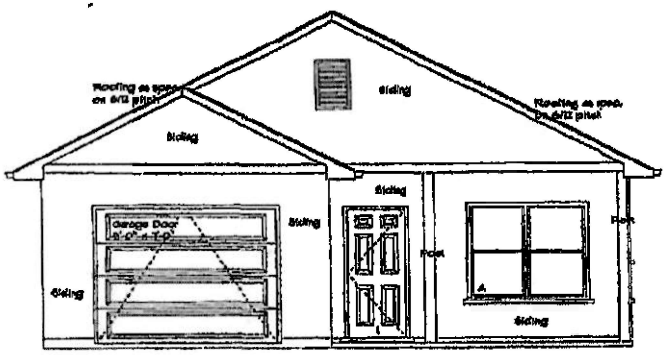
RIGHT ELEVATION



LEFT ELEVATION



REAR ELEVATION



FRONT ELEVATION

Sanford Construction

SC-110324-1 #1

ELEVATION PLAN

Square footage: 280

SCALE: 1/4" = 1'-0"

Docusign Envelope ID: 0145E8E6-44B2-47E8-94B1-44A880EDEE47

Sanford Construction

SC-110324-191
FOUNDATION PLAN
Square Footage: 1250
Scale: 1/4" = 1'-0"

Total Slab 1718
Living Area 1250
Garage 344
Porches 191

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AGREED:

DEVELOPER

Sanford Construction, LLC
901 Industrial Blvd.
Abilene, TX 79602
325.669.9831
sanconllc1@gmail.com

By (signature): Signed by: Ira Wayne Sanford Jr

Name (printed): Ira Wayne Sanford

Title: Principal

CITY OF ABILENE

DocuSigned by: Robert Hanna

City Manager

ATTEST: DocuSigned by: Shawna Atkinson

City Secretary

APPROVED AS TO FORM:

DocuSigned by: Stanley Smith

City Attorney

DS

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Sanford Construction, LLC

This Economic Development Agreement ("Agreement") is effective as of the _21st__day of _____November_____, 2024 ("Effective Date"), by and between Sanford Construction, LLC ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple ownership of 930 Minda St. in Abilene, Taylor County, Texas (the "Project Area"); and

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

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

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

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

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

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

Docusign Envelope ID: 0145E8E6-44B2-47E8-94B1-44A880EDEE47

Docusign Envelope ID: CFE35E32-4AF6-46F6-8E9B-FA278C0A9462

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 Sanford Construction, 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.

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Docusign Envelope ID: CFE35E32-4AF6-46F6-8E9B-FA278C0A9462

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 (4) 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 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: 0145E8E6-44B2-47E8-94B1-44A880EDEE47

Docusign Envelope ID: CFE35E32-4AF6-46F6-8E9B-FA278C0A9462

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: 0145E8E6-44B2-47E8-94B1-44A880EDEE47

Docusign Envelope ID: CFE35E32-4AF6-46F6-8E9B-FA278C0A9462

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.

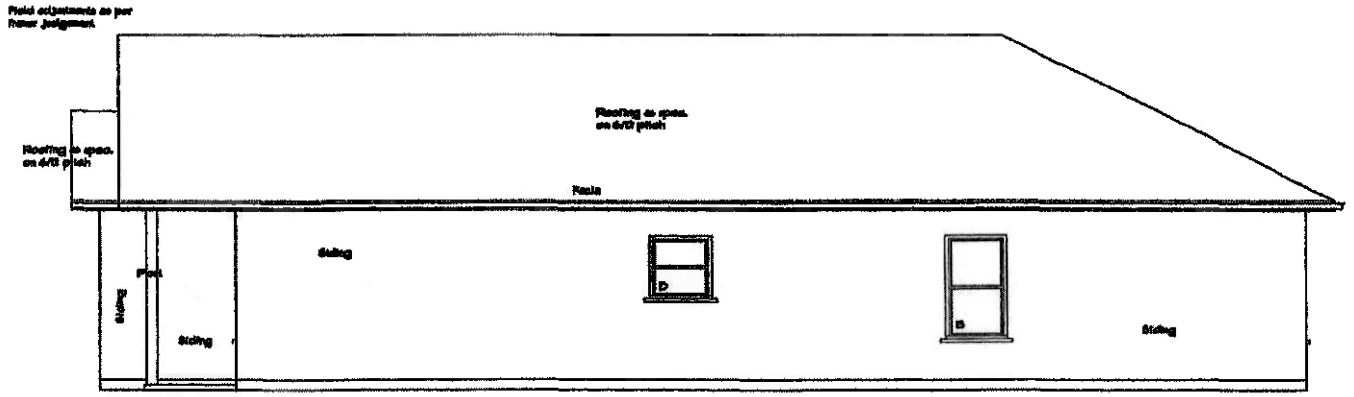
8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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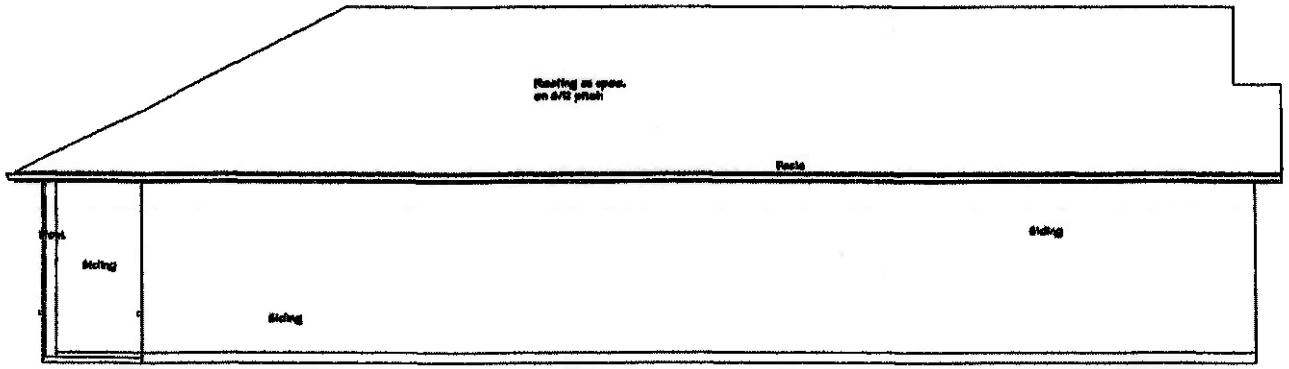
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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]

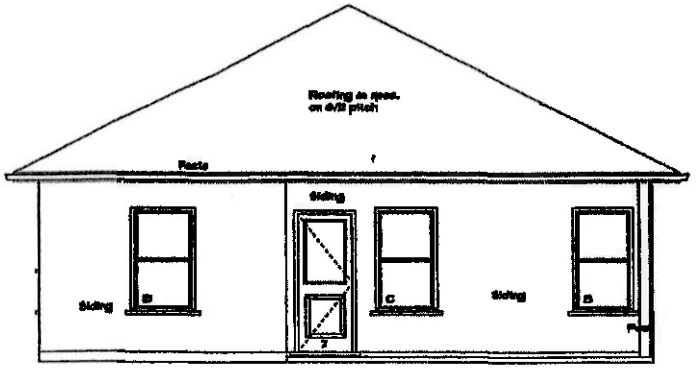
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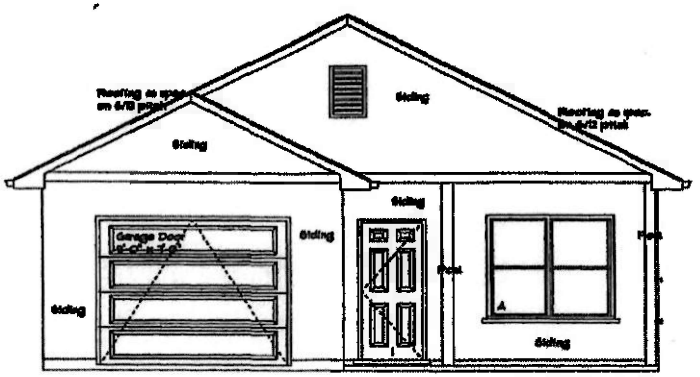
RIGHT ELEVATION



LEFT ELEVATION



REAR ELEVATION



FRONT ELEVATION

Sanford Construction

SC-110324-1 #1

ELEVATION PLAN

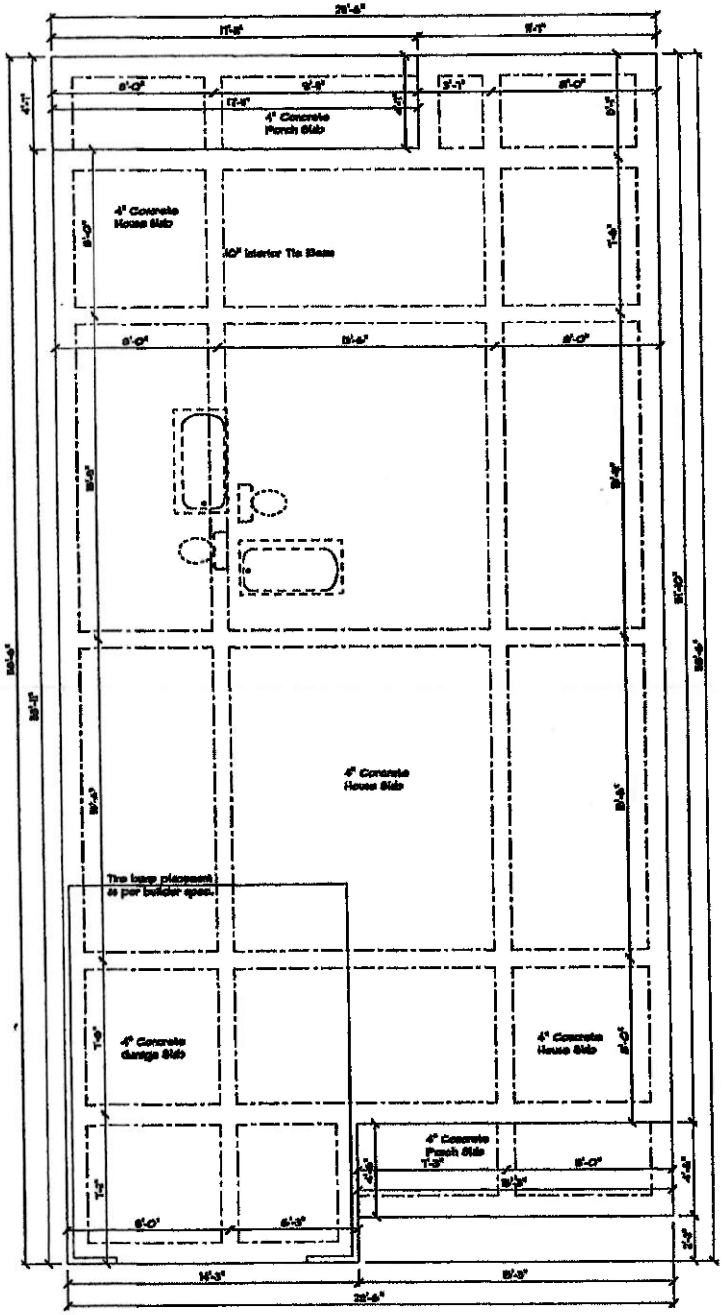
Square footage: 1250

SCALE: 1/4" = 1'-0"

Docusign Envelope ID: 0145E8E6-44B2-47E8-94B1-44A880EDEE47

INTERIOR MEMBER

Total Slab: 738
Living Area: 550
Garage: 344
Porches: 84



Sanford Construction

SC-110324-1 [R]

FOUNDATION PLAN

Square Footage: 1260

SCALE: 1/4" = 1'-0"

Docusign Envelope ID: 0145E8E6-44B2-47E8-94B1-44A880EDEE47

Docusign Envelope ID: CFE35E32-4AF6-46F6-8E9B-FA278C0A9462

AGREED:

DEVELOPER

Sanford Construction, LLC
901 Industrial Blvd.
Abilene, TX 79602
325.669.9831
sanconllc1@gmail.com

Signed by:
By (signature): Ira Wayne Sanford Jr
F4448211597E437...

Name (printed): Ira Wayne Sanford

Title: Principal

CITY OF ABILENE

DocuSigned by:
Robert Hanna
E27D700B84444EA...
City Manager

ATTEST:
DocuSigned by:
Shawna Atkinson
C0A6872264964 28...
City Secretary

APPROVED AS TO FORM:

DocuSigned by:
Stanley Smith
D47F7C82A7BE450...
City Attorney

DS

City Council Meeting

Economic Development Agreement Extension

CITY OF ABILENE TEXAS

- Sanford Construction is proposing to build 4 newly constructed affordable home located at 918, 922, 926 and 930 Minda Street.
- 3 bedroom, 2 bathroom,and 1 car garage
- Estimated sales price will not be above $203,000
- He is asking for a 6 month extension to the adopted Resolution in order to wrap up the project.

CITY OF ABILENE TEXAS

QUESTIONS

CITY COUNCIL MEMORANDUM
7/9/2026

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

ITEM: **10. Ordinance (First Reading) CUP-2026-10: Receive a Report, Hold a Discussion, and Take Action on a Request from the Owner to Apply a Conditional Use Permit to Allow a Daycare Operation – Center-Based within Multi-Family (MF). Located at 3050 Old Anson Road. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City limits in 1957 and developed in 2006 as a daycare. The non-conforming status expired after the daycare closed in 2019 due to a malfunction with the fire suppression system.

The owner intends to have a tenant to operate the daycare facility.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends **approval** of the Conditional Use Permit subject to the Plan of Operation.

ATTACHMENTS:

1. Ordinance (11)
2. Staff Report
3. Concept Plan
4. Plan of Operation
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 APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 9th day of July, 2026.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of June, 2026, the same being more than fifteen (15) days prior to a public hearing held in t he Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 23rd day of July, 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 23rd day of July, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to allow Daycare Operation – Center-Based within Multi-Family (MF) zoning subject to the following conditions:

- Plan of Operation (Exhibit B)

Legal description being Lots 101 and 102, Block A, Anson Park Addition

Located at 3050 Old Anson Road.

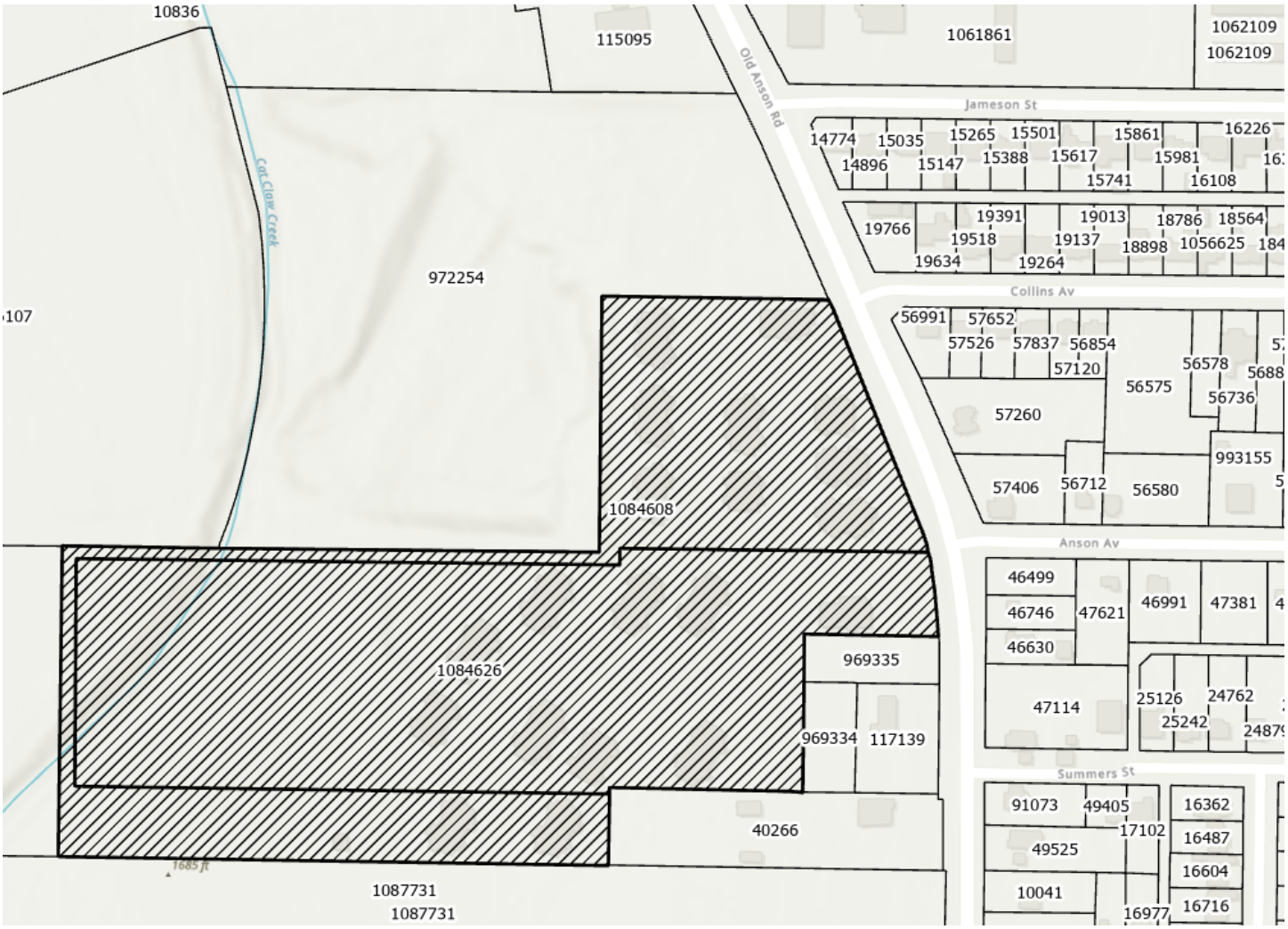


EXHIBIT B

Day-care Operation – Center-based
Hours of Operation: 5:00AM to 7:00PM
Days of Operation: Monday to Friday

END

ZONING CASE CUP-2026-10 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 7, 2026
City Council 1st Read: July 9, 2026
City Council 2nd Read: July 23, 2026

Applicant
Anson Park Apartments LLC

Owner
Anson Park Apartments LLC

Case Manager
Adam Holland – Planner

Request
A Conditional Use Permit to allow Daycare Operation – Center-Based within Multi-Family (MF) zoning.

Location
The subject property is located at 3050 Old Anson Road. Legal description being Lots 101 and 102, Block A, Anson Park Addition, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City limits in 1957. The property was developed in 2006 and at that time a daycare was permitted by right in the equivalent to MF zoning. The previous daycare located at the northeast corner of the property flooded in 2019 due to a malfunction with the fire suppression system. The owner would like to reopen the daycare and allow hours from 5 A.M. to 7 P.M. Monday-Friday. The owner intends to have a tenant to operate the facility.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	HC	Commercial
East	RS-6	Single-Family Residential
South	AO/MF	Single/multi-family residential
West	AO/HC	Vacant

Criteria Assessment
Staff has reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval of the Land Development Code. These factors are identified and addressed below:

1. **The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**
   The proposed request is consistent with the Comprehensive Plan.

2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
   The proposed use is consistent with the requirements in MF zoning.

3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**
   The proposed use is compatible with surrounding developments and staff does not believe the use will create adverse impacts.

4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
   The proposed use is located on an arterial street and is compatible with the surrounding multi-family and commercial uses. Staff does not believe the use will be hazardous or conflict with the existing and anticipated 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.**
   The proposed use does not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site.

6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
   The applicant will be using the existing structure. There are not any proposed additions at this time. There should be no adverse effects on the neighboring properties.

7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**
   The proposed use is compatible with the surrounding uses at this location.

P&Z Recommendation
The Planning and Zoning Commission recommends approval subject to the Plan of Operation.

Attachments

- Plan of Operation
- Concept Plan
- PowerPoint Presentation

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on June 18, 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:

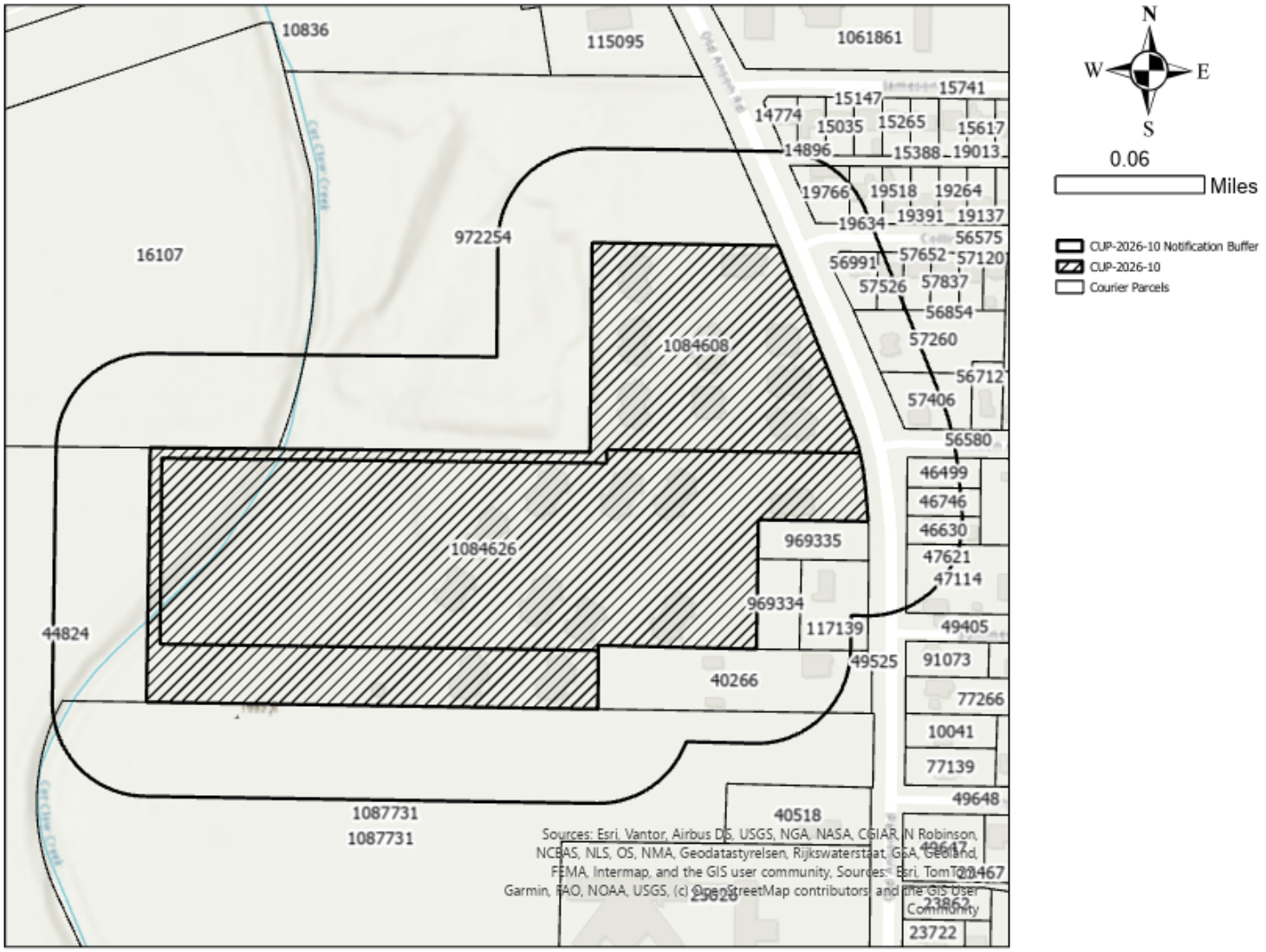
PROPERTY OWNER Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
3101 STAMFORD LLC	1087731	2322 OAKLAND DR	
3101 STAMFORD LLC	1087731	2242 OAKLAND DR	
BISON ASSET MANAGEMENT LLC	972254	3102 OLD ANSON RD	
CASTELLANOS ARTURO R REYES	46499	2941 OLD ANSON RD	
CHARLIE THYNE INC &	56991	2109 COLLINS AV	
DULANEY DALLAS DAVID &	47114	2901 OLD ANSON RD	
GONZALEZ JOE ANGEL	14774	2141 JAMESON ST	
HAMED FAUD	969335	2910 OLD ANSON RD	
HAMED FAUD	969334		
HOWISON DAVID & DENISE	117139	2836 OLD ANSON RD	
JIMENEZ LUIS & MELCHORA I	57406	2256 ANSON AV	
JUAREZ EDWARD C & ELIZABETH D	57526	2101 COLLINS AV	
JWDW PROPERTIES II LLC	1084626	2934 OLD ANSON RD	
JWDW PROPERTIES II LLC	1084608		
LINN RANDY B	57260	3001 OLD ANSON RD	
MARTINEZ JUAN MANUAL ET AL	46746	2933 OLD ANSON RD	
PADILLA ELISA MARIELA	57652	2065 COLLINS AV	
RAMEY KENNETH D	19634	2110 COLLINS AV	
RAMEY KENNETH D	19766	2118 COLLINS AV	
ROE CALEB CARSON	46630	2925 OLD ANSON RD	
SPARKS REALTY INVESTMENTS LLC	16107	2309 W STAMFORD ST	
SPARKS REALTY INVESTMENTS LLC	44824	3101 W STAMFORD ST	
STEWART SHENIKQUA D'NISE	14896	2133 JAMESON ST	
WESTBROOK GARY W & DEBRA K	40266	2828 OLD ANSON RD	

PROPERTY ID Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
GONZALEZ JOE ANGEL	14774	2141 JAMESON ST	
STEWART SHENIKQUA D'NISE	14896	2133 JAMESON ST	
SPARKS REALTY INVESTMENTS LLC	16107	2309 W STAMFORD ST	
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RAMEY KENNETH D	19766	2118 COLLINS AV	
WESTBROOK GARY W & DEBRA K	40266	2828 OLD ANSON RD	
SPARKS REALTY INVESTMENTS LLC	44824	3101 W STAMFORD ST	
CASTELLANOS ARTURO R REYES	46499	2941 OLD ANSON RD	
ROE CALEB CARSON	46630	2925 OLD ANSON RD	
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HAMED FAUD	969334		
HAMED FAUD	969335	2910 OLD ANSON RD	
BISON ASSET MANAGEMENT LLC	972254	3102 OLD ANSON RD	
JWDW PROPERTIES II LLC	1084608		
JWDW PROPERTIES II LLC	1084626	2934 OLD ANSON RD	
3101 STAMFORD LLC	1087731	2322 OAKLAND DR	
3101 STAMFORD LLC	1087731	2242 OAKLAND DR	

NOTIFICATION MAP



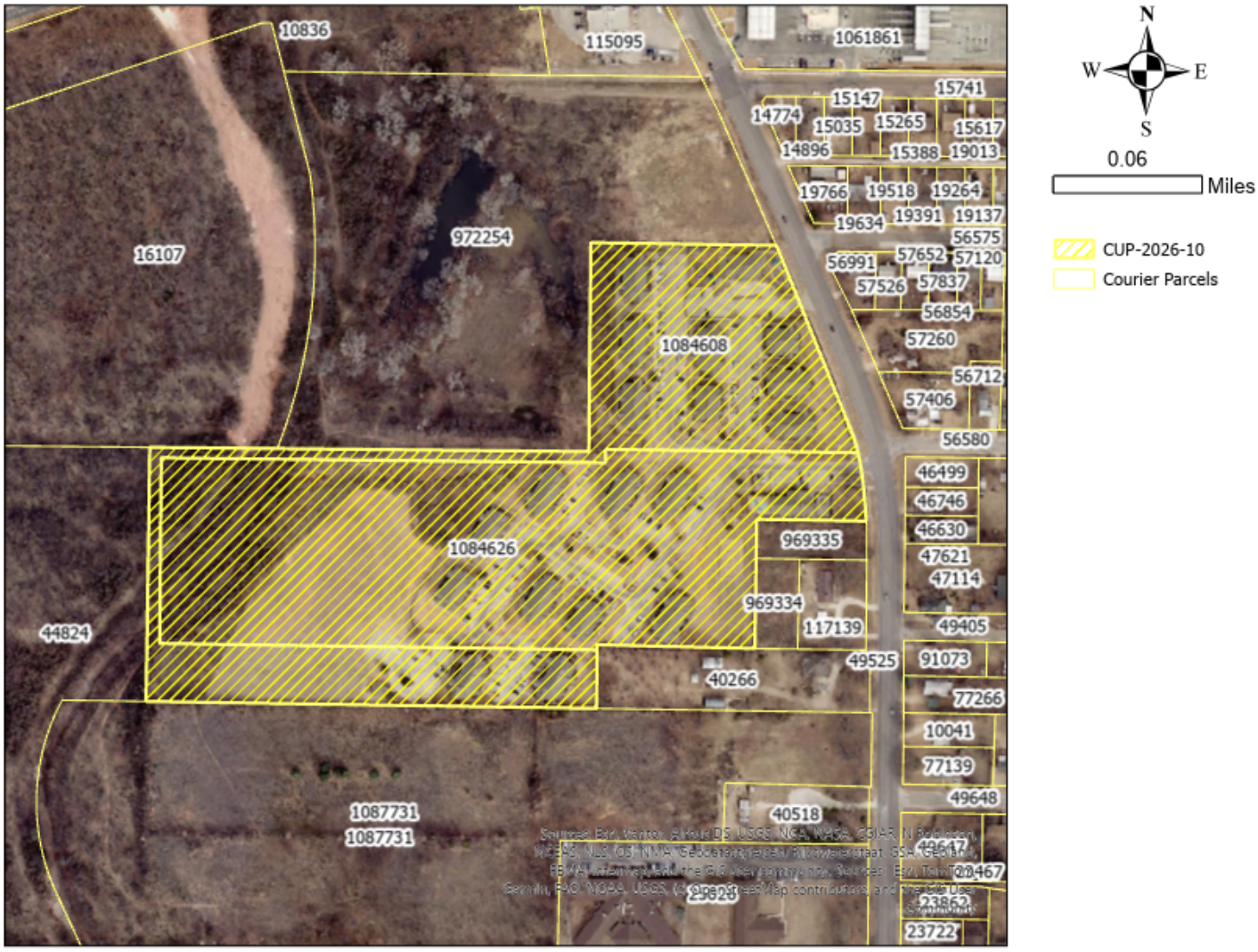
PLAN OF OPERATION

Proposed Use: Daycare Operation – Center-Based

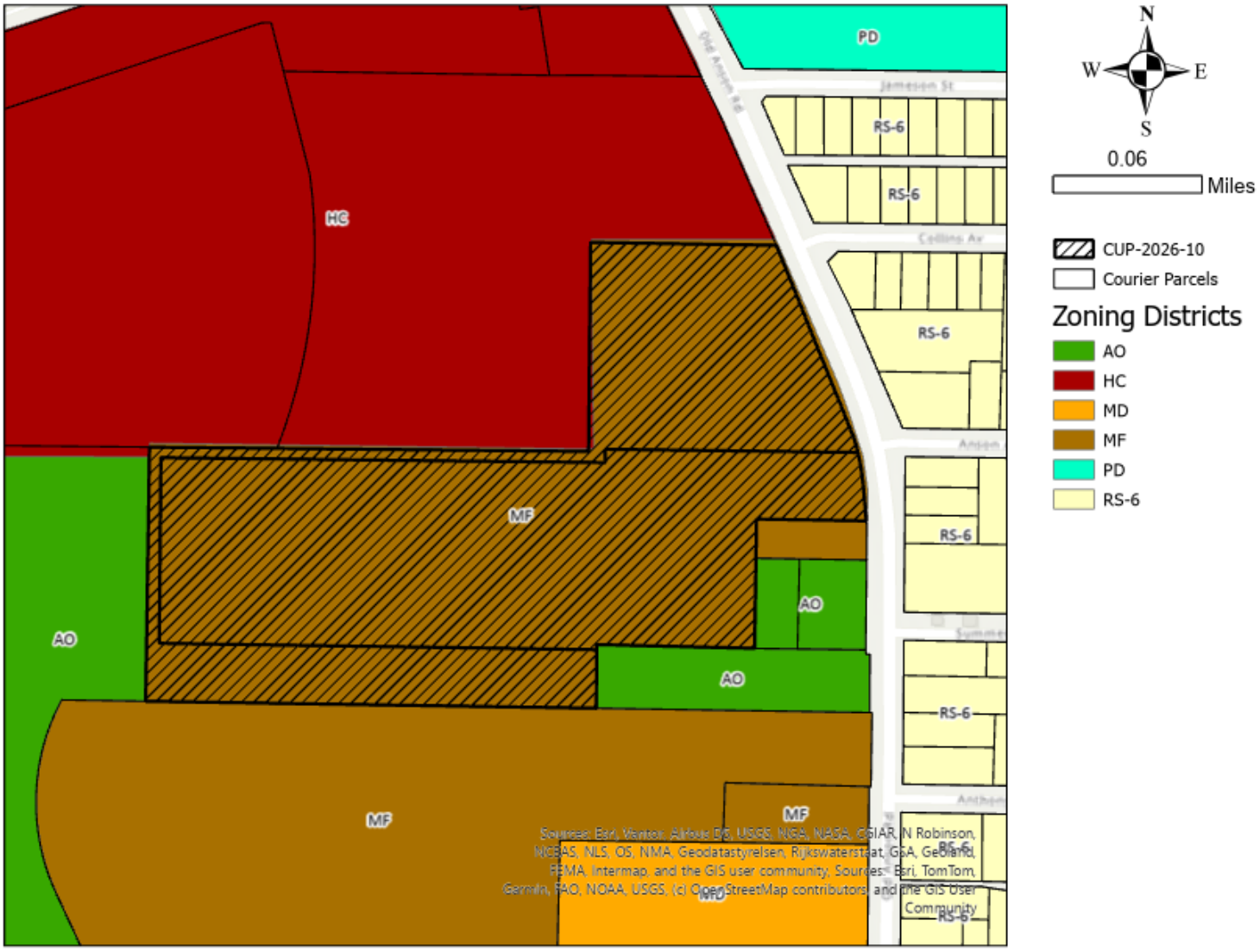
Hours of Operation: 5 A.M. to 7 P.M.

Days of Operation: Monday – Friday

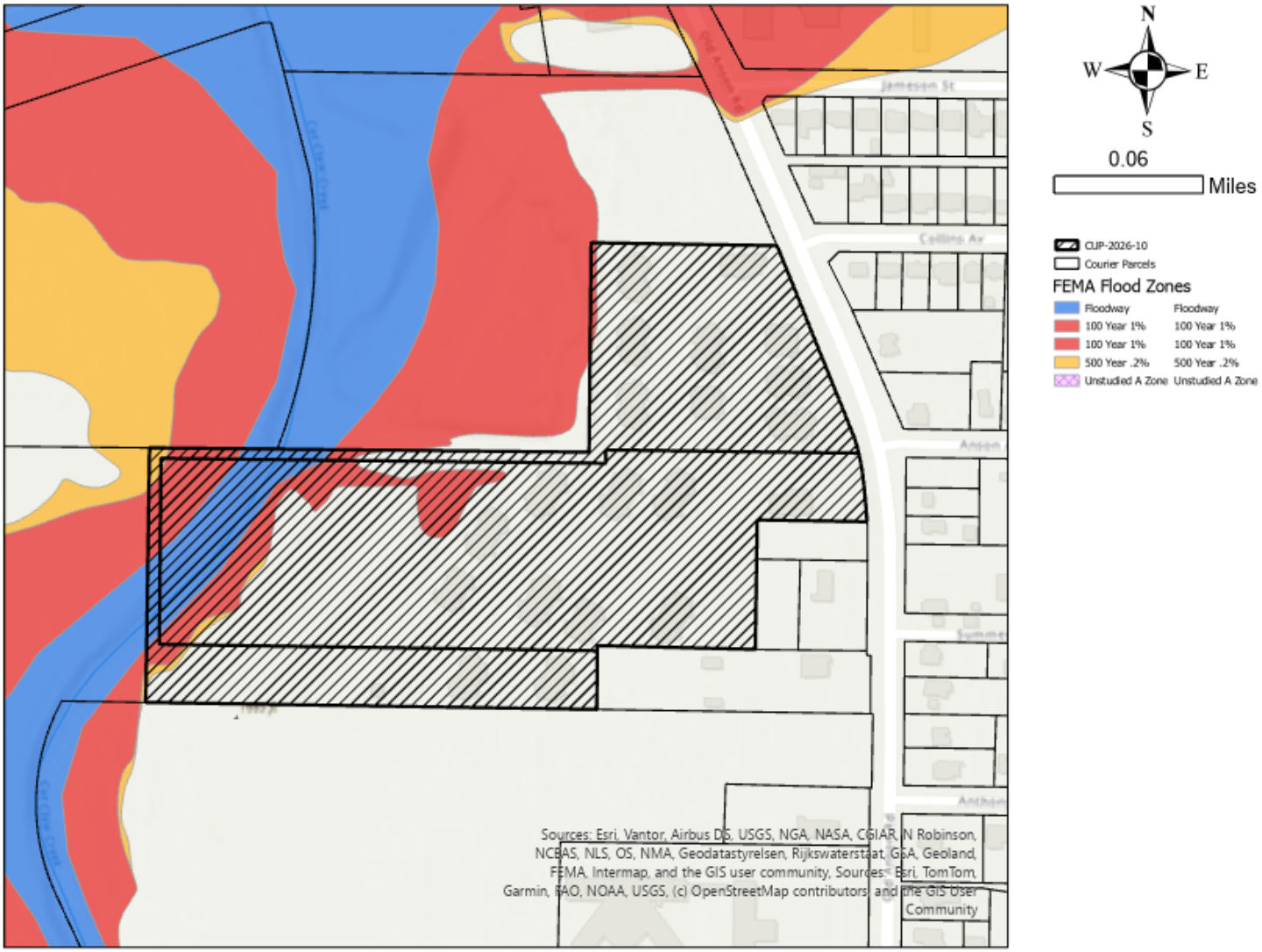
LOCATION MAP

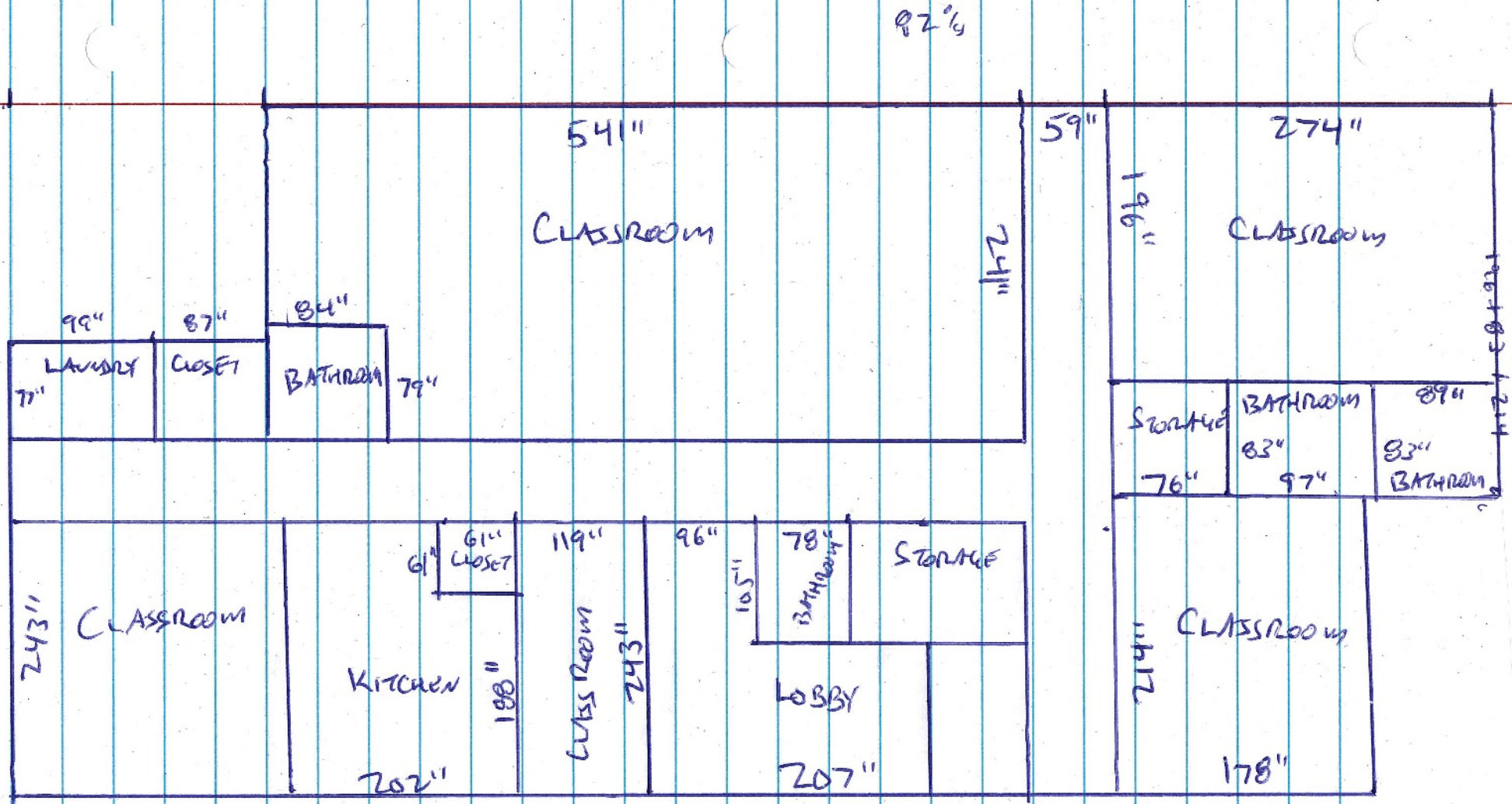


ZONING MAP


PD
Jamieson St
RS-6
RS-6
Collins Av
RS-6
HC
MF
AO
AO
AO
RS-6
RS-6
MF
MF
RS-6
RS-6
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
S
0.06
Miles
CUP-2026-10
Courier Parcels
Zoning Districts
AO
HC
MD
MF
PD
RS-6

FLOOD MAP


N
W
E
S
0.06
Miles
CUP-2026-10
Courier Parcels
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
Jamieson St
Ceiling Av
Anson
Anthon
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



2934 OLD ANSON RD
ABILENE, TX 79603
CHILD CARE CENTER

Comments List

Project Type: Conditional Use Permit | **ID** # 26-000181

Mark Hobscheid

Jun 03, 2026 at 3:46 PM ago

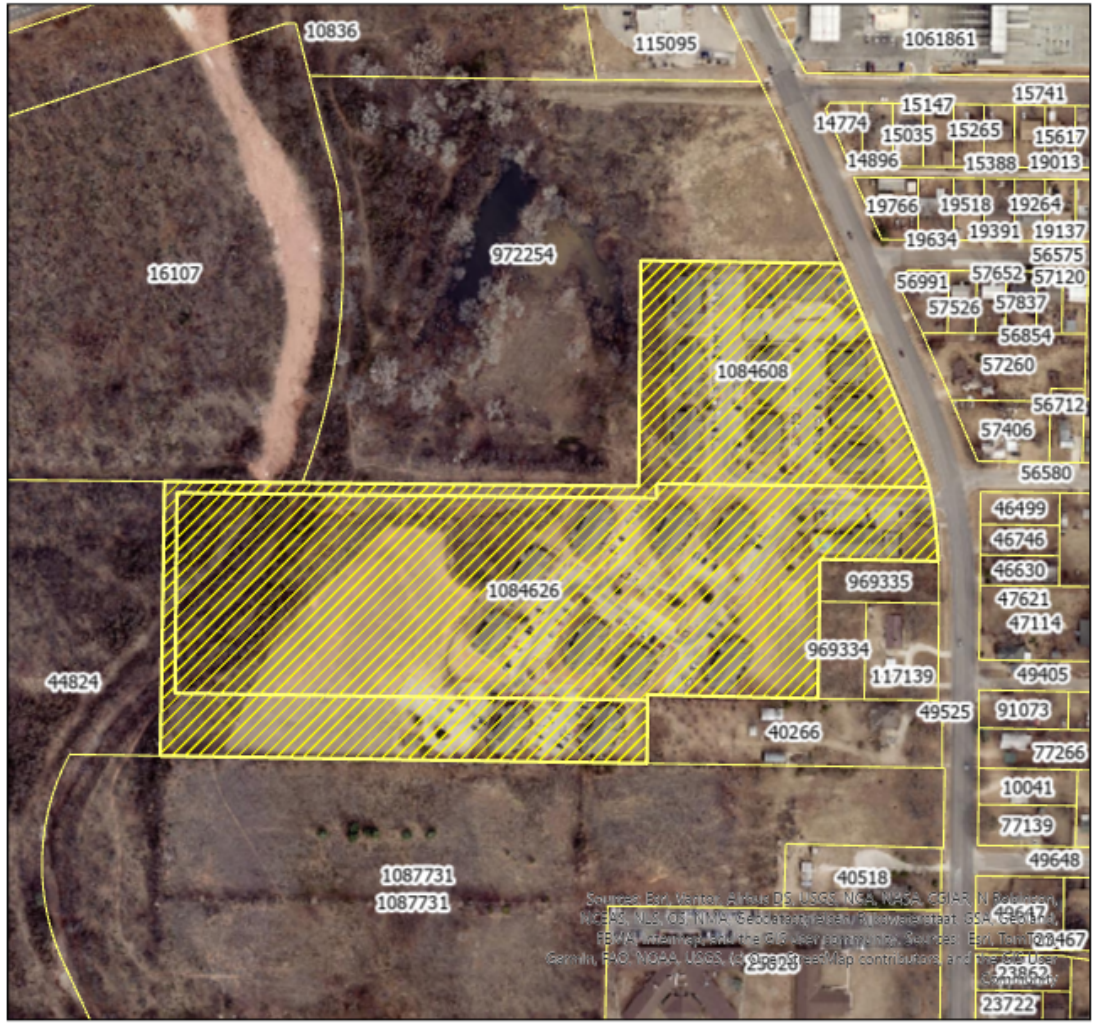
Hours of Operation of the Anson Park Child Care Center will be 5AM TO 7PM Monday thru Friday.

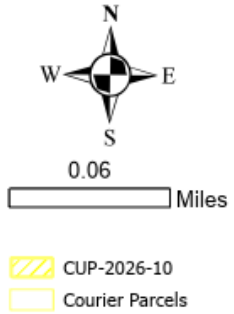
CONDITIONAL USE PERMIT

Case:	CUP-2026-10
Owner:	Anson Park Apartments LLC
Request:	A Conditional Use Permit to allow a day-care operation – center-based within Residential Multifamily (MF) zoning.
Location:	3050 Old Anson Rd.
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	July 7, 2026
Council Hearing:	July 9, 2026
	July 23, 2026

CITY OF ABILENE TEXAS

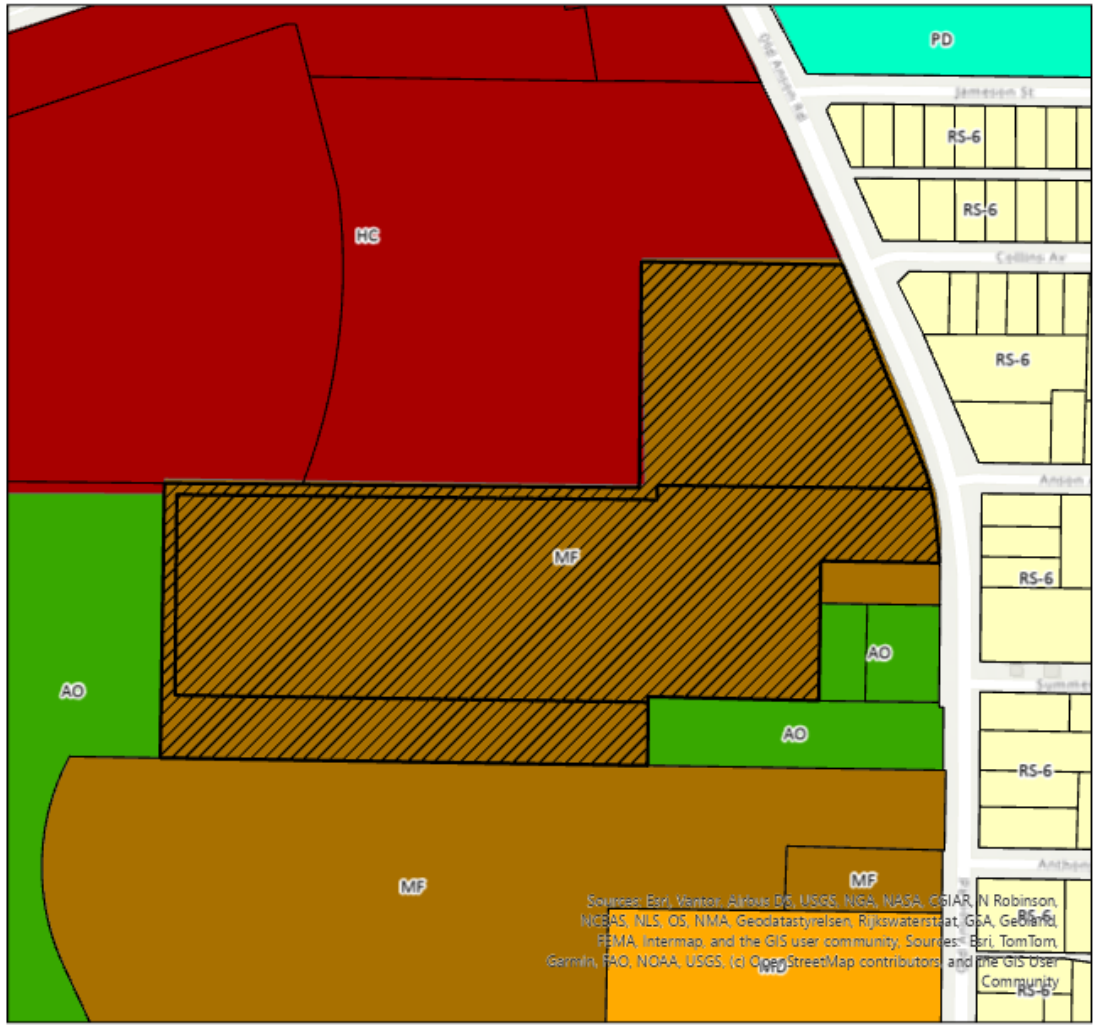
AERIAL LOCATION MAP





CITY OF ABILENE TEXAS

ZONING MAP



N
W E
S
0.06
Miles

CUP-2026-10
Courier Parcels

Zoning Districts
AO
HC
MD
MF
PD
RS-6

CITY OF ABILENE TEXAS

PROPERTY VIEWS









CITY OF ABILENE TEXAS

PLAN OF OPERATION

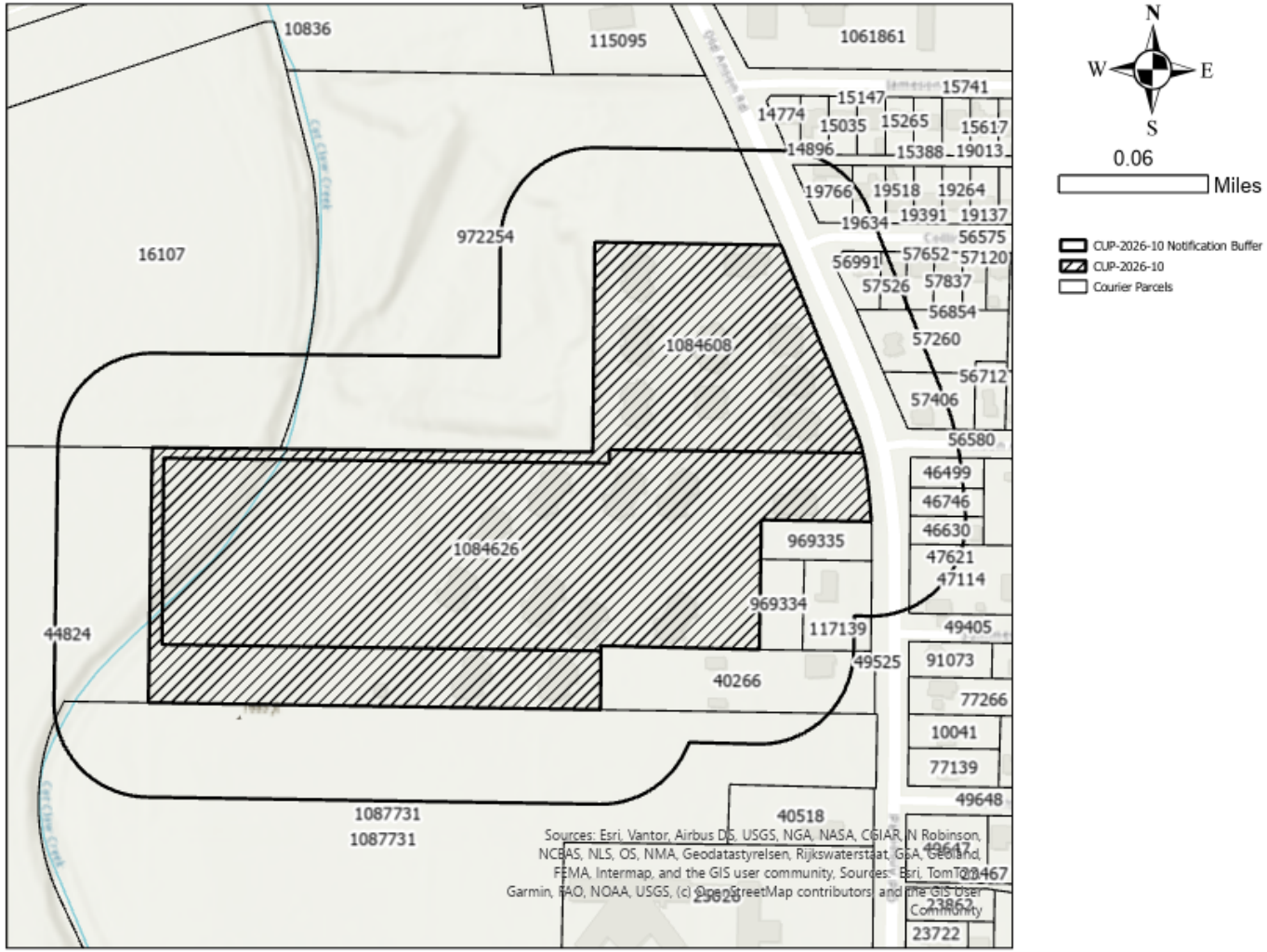
Proposed Use: Daycare Operation – Center-Based

Hours of Operation: 5 A.M. to 7 P.M.

Days of Operation: Monday – Friday

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0 - 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.

The Planning and Zoning Commission recommends **approval subject to the Plan of Operation.**

CITY OF ABILENE TEXAS

Questions?

CITY COUNCIL MEMORANDUM
7/9/2026

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

ITEM: **11. Ordinance (First Reading) Z-2026-35: Receive a Report, Hold a Discussion, and Take Action on a Request from the Owner to Change the Zoning of Approximately 24.48 Acres from Agricultural Open (AO) to Multi-Family (MF). Located at the north-east intersection of East Lake Road and Musgrave Boulevard. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City limits in 1980 and 1982 and has remained vacant and agriculturally zoned since. The applicant is requesting to change the zoning for a proposed multifamily development.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends **approval.**

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. 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 9th day of July, 2026.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of June 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 23rd day of July, 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 23rd day of July, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 24.48 acres from Agricultural Open (AO) to Multi-Family (MF).

Legal description as follows:

BEING a 24.483 acre tract of land out of the Southwest-Quarter of Section No. 25, Blind Asylum Lands, Abstract No. 1006, City of Abilene, Taylor County, Texas, and the Northwest-Quarter of Section No. 25, Blind Asylum Lands, Abstract No. 1007, City of Abilene, Taylor County, Texas, and being part of that certain 60.65 acre tract of land described as "TRACT TWO" in a Warranty Deed to HORNE RE - ABILENE, LLC, recorded in Volume 3308, Page 69, Official Public Records, Taylor County, Texas. Said 24.483 acre tract being more particularly described in metes and bounds as follows:

BEGINNING at a found 3/4 inch aluminum rod with aluminum cap stamped "JACOB & MARTIN" (henceforth being known as a FOUND ALUMINUM MONUMENT), the coordinates thereof being N=6,859,750.30', E=1,601,721.87', for the northwest corner of this described tract, same being the most northerly northwest corner of said 60.65 acre tract, and also being at the southwest corner of La Ventana Addition, as shown per plat recorded in Cabinet 4, Slide 62, Plat Records, Taylor County, Texas. Said point of beginning also being located on the northeasterly right-of-way line of East Lake Road (120 foot wide right-of-way) as described in an Amended Dedication of Right-Of-Way to the City of Abilene, recorded in Volume 3283, Page 53 of said Official Public Records;

THENCE N61°00'01"E along the northwest line of this described tract, same being the most northerly northwest line of said 60.65 acre tract, and also along the southeast line of said La Ventana Addition, for a distance of 1110.97 feet to a FOUND ALUMINUM MONUMENT for the most northerly north east corner of this described tract and said 60.65 acre tract, same being the southeast corner of said La Ventana Addition. Said point also being in a westerly line of that certain 785.47 acre tract of land described in a Special Warranty Deed With Vendor's Lien to Johnny Trotter, recorded in Instrument No. 2024-09102 of said Official Public Records;

THENCE S00°38'02"W along the most northerly east line of this described tract and said 60.65 acre tract, and along a westerly line of said 785.47 acre tract, for a distance of 451.82 feet to a FOUND ALUMINUM MONUMENT for an interior corner of this described tract and said 60.65 acre tract, same being an angle corner of said 785.47 acre tract;

THENCE S43°04'50"E along the northeast line of this described tract, same being the most northerly northeast line of said 60.65 acre tract, and also being a southwesterly line of said 785.47 acre tract, for a distance of 659.32 feet to a 4 inch diameter steel pipe fence corner post found for an the most easterly northeast corner of this described tract and said 60.65 acre tract, same being an interior corner of said 785.47 acre tract;

THENCE S00°24'26"W along the most southerly east line of this described tract and said 60.65 acre tract, same being a westerly line of said 785.47 acre tract, for a distance of 86.17 feet to a found 1/2 inch rebar rod with plastic cap stamped "SKG ENGINEERING", for the southeast corner of this described tract, from which a 3/8 inch rebar rod found at the southeast corner of said 60.65 acre tract, same being the southwest corner of said 785.47 acre tract, bears S00°24'26"W 1654.63 feet;

THENCE S46°59'15"W along the southeast line of this described tract, and over and across said 60.65 acre tract, for a distance of 765.37 feet to a found 1/2 inch rebar rod with plastic cap stamped "SKG ENGINEERING", for the southwest corner of this described tract, same being an interior corner of said 60.65 acre tract, and also being at a northeast corner of the northeasterly right-of-way line of said East Lake Road, from which a FOUND ALUMINUM MONUMENT at a southeast corner of the southwesterly right-of-way line of said East Lake Road, same being an interior corner of said 60.65 acre tract, bears S47°03'29"W 119.94 feet;

THENCE N43°00'16"W along the southwest line of this described tract and said 60.65 acre tract, same being the northeasterly right-of-way line of said East Lake Road, for a distance of 953.92 feet to a FOUND ALUMINUM MONUMENT at the beginning of a curve to the right;

THENCE along said curve to the right, and along the southwest line of this described tract and said 60.65 acre tract, same being the northeasterly right-of-way line of said East Lake Road, having a radius of 1080.00 feet, a delta angle of
13°51'05", and a long chord which bears N36°03'37"W 260.46 feet, and an arc distance of 261.09 feet to a FOUND ALUMINUM MONUMENT for corner at the end of said curve;

THENCE N29°06'26"W along the southwest line of this described tract and said 60.65 acre tract, same being the northeasterly right-of-way line of said East Lake Road, for a distance of 108.58 feet to the POINT OF BEGINNING, and containing 24.483 acres of land, more or less.

Located at the intersection of East Lake Road and Musgrave Boulevard.



END

ZONING CASE
Z-2026-35
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 7, 2026
City Council 1st Reading: July 9, 2026
City Council 2nd Reading: July 23, 2026

Applicant
Agent: Flat Creek Builders
Owner: Horne Re-Abilene

Case Manager
Adam Holland – Planner

Request
Change the zoning of approximately 24.48 acres from Agricultural Open (AO) to Residential Multifamily (MF).

Location
Located at the intersection of East Lake Road and Musgrave Boulevard. Legal description being 24.48 acres of the southwest quarter of Survey 25, Blind Asylum Lands, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City limits in 1980 and 1982 and has remained vacant and agriculturally zoned since. The applicant is requesting to change the zoning for a proposed multifamily development.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO/MF	Vacant/Multifamily
East	AO	Vacant/Agricultural
South	AO/MF	Vacant/Multifamily
West	AO	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 nearby 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 has access to adequate utilities.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

Planning and Zoning Commission Recommendation
P&Z recommends **approval.**

Attachments
- PowerPoint Presentation
- Ordinance

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on June 18, 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:

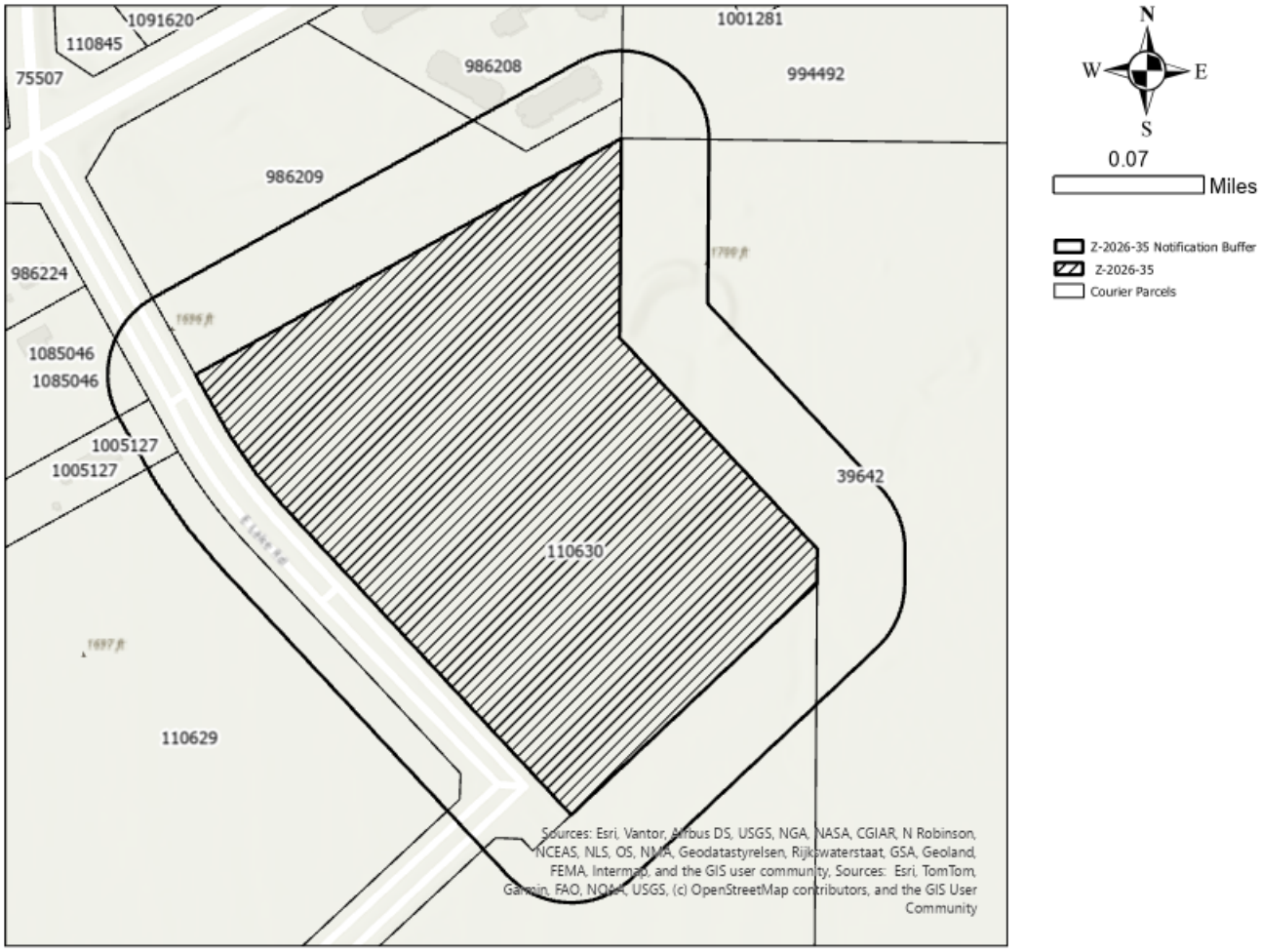
PROPERTY OWNER Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
HORNE RE-ABILENE LLC	110630		
TROTTER JOHNNY	39642		
GFC LEASING CORP LLC	1085046	2634 E LAKE RD	
GFC LEASING CORP LLC	1085046	2642 E LAKE RD	
BETTY ROSES HOLDINGS LLC	1005127	2588 E LAKE RD	
BETTY ROSES HOLDINGS LLC	1005127	2602 X E LAKE RD	
HORNE RE-ABILENE LLC	110629		Owner
LA VENTANA APARTMENTS LLC	986208	2109 HWY 351	
GO GROWTH ABILENE LLC	986209		
TROTTER JOHNNY	994492		

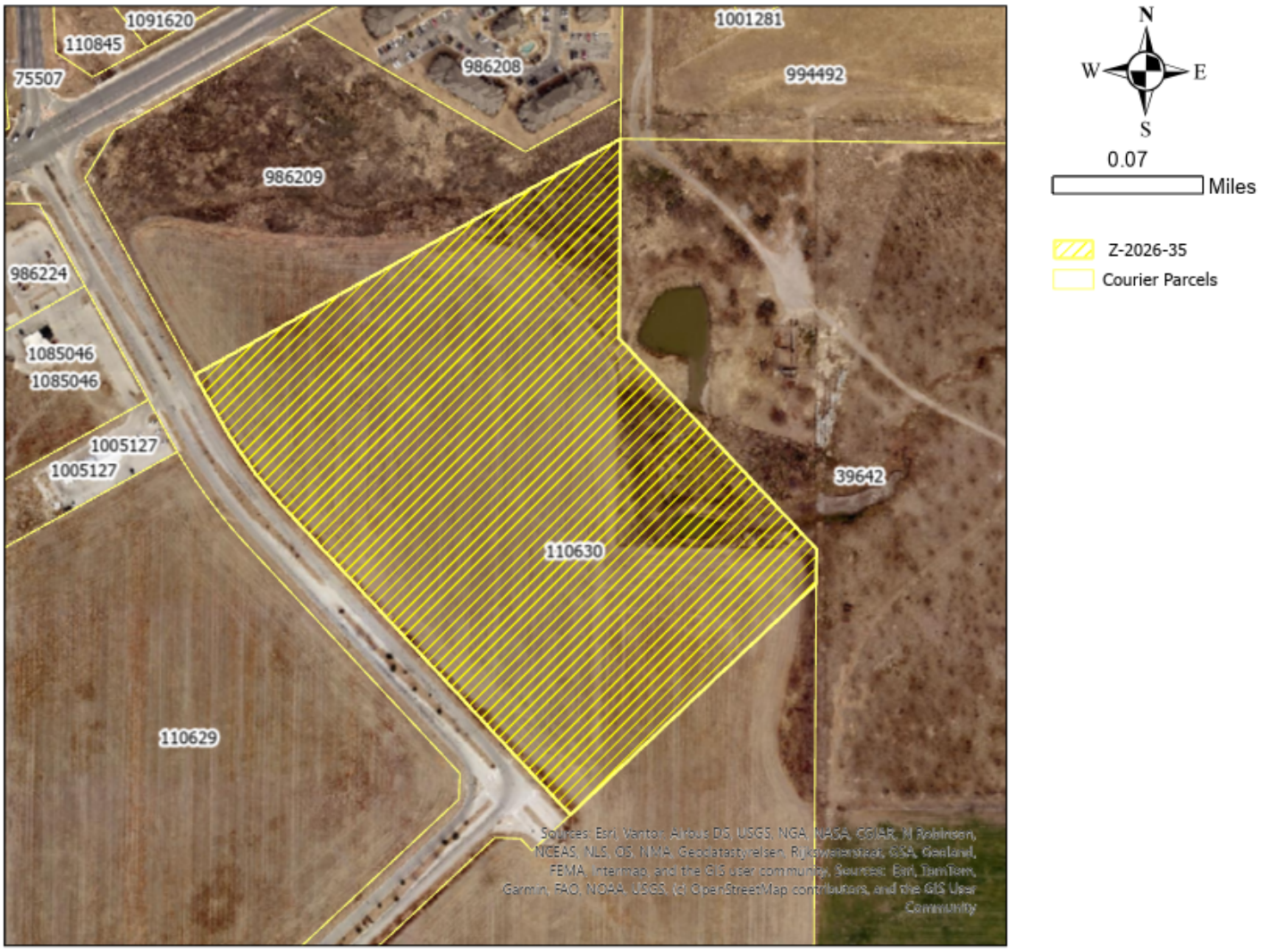
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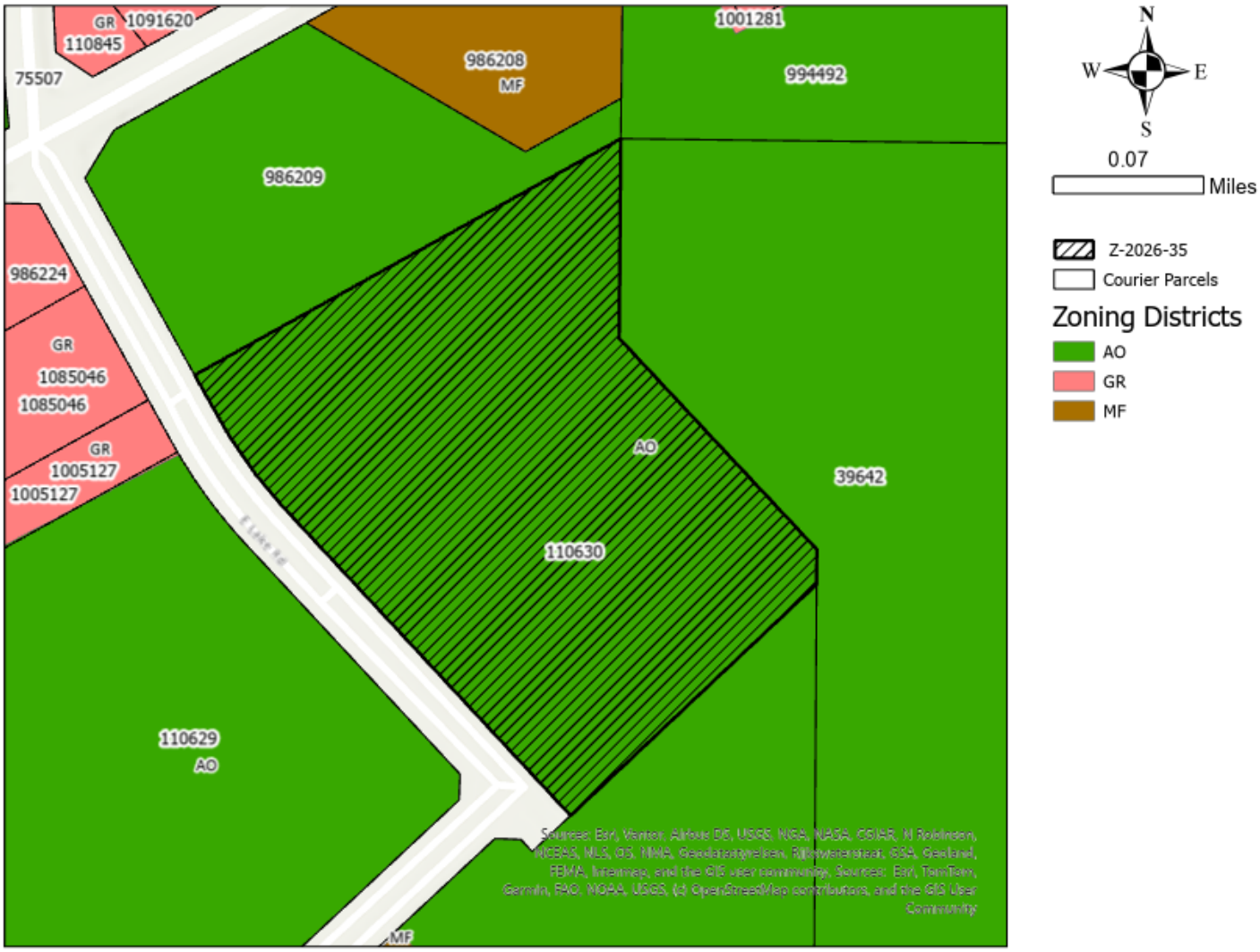
NOTIFICATION MAP



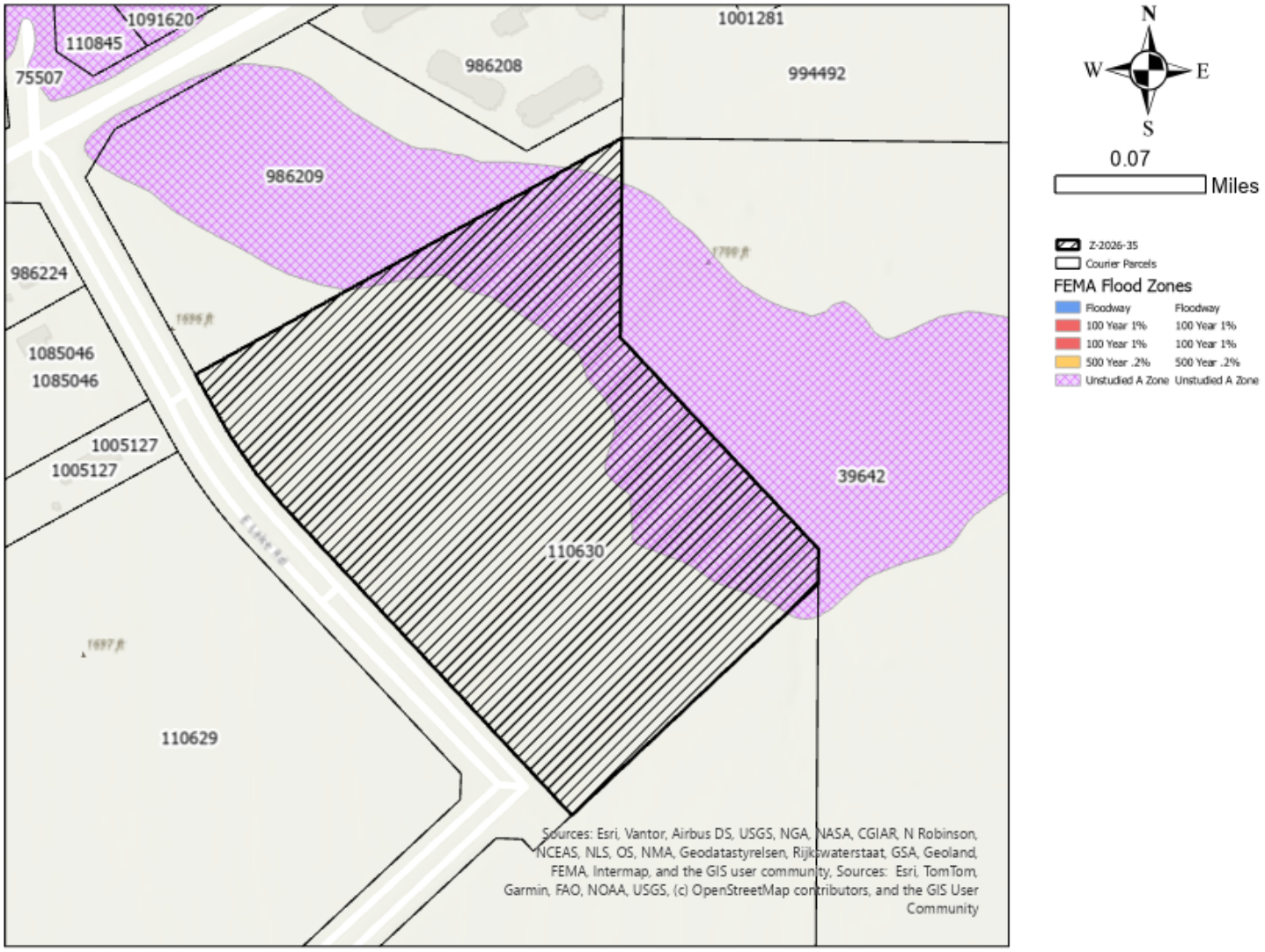
LOCATION MAP



ZONING MAP


GR
1091620
110845
75507
986208
MF
1001281
994492
986209
986224
GR
1085046
1085046
GR
1005127
1005127
AO
39642
110630
110629
AO
MF
N
W
E
S
0.07
Miles
Z-2026-35
Courier Parcels
Zoning Districts
AO
GR
MF

FLOOD MAP


1091620
110845
75507
986208
1001281
994492
986209
986224
1085046
1085046
1005127
1005127
39642
110630
110629
N
W
E
S
0.07
Miles
Z-2026-35
Courier Parcels
FEMA Flood Zones
Floodway
Floodway
100 Year 1%
100 Year 1%
100 Year 1%
100 Year 1%
500 Year .2%
500 Year .2%
Unstudied A Zone
Unstudied A Zone
Sources: Esri, 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

REZONE REQUEST

Case:	Z-2026-35
Owner:	Horne Re-Abilene
Applicant:	Flat Creek Builders
Request:	Change the zoning of approximately 24.48 acres from Agricultural Open (AO) to Multi-Family (MF).
Location:	The intersection of E Lake Rd and Musgrave Bl.
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	July 7, 2026
Council Hearing:	July 9, 2026 July 23, 2026

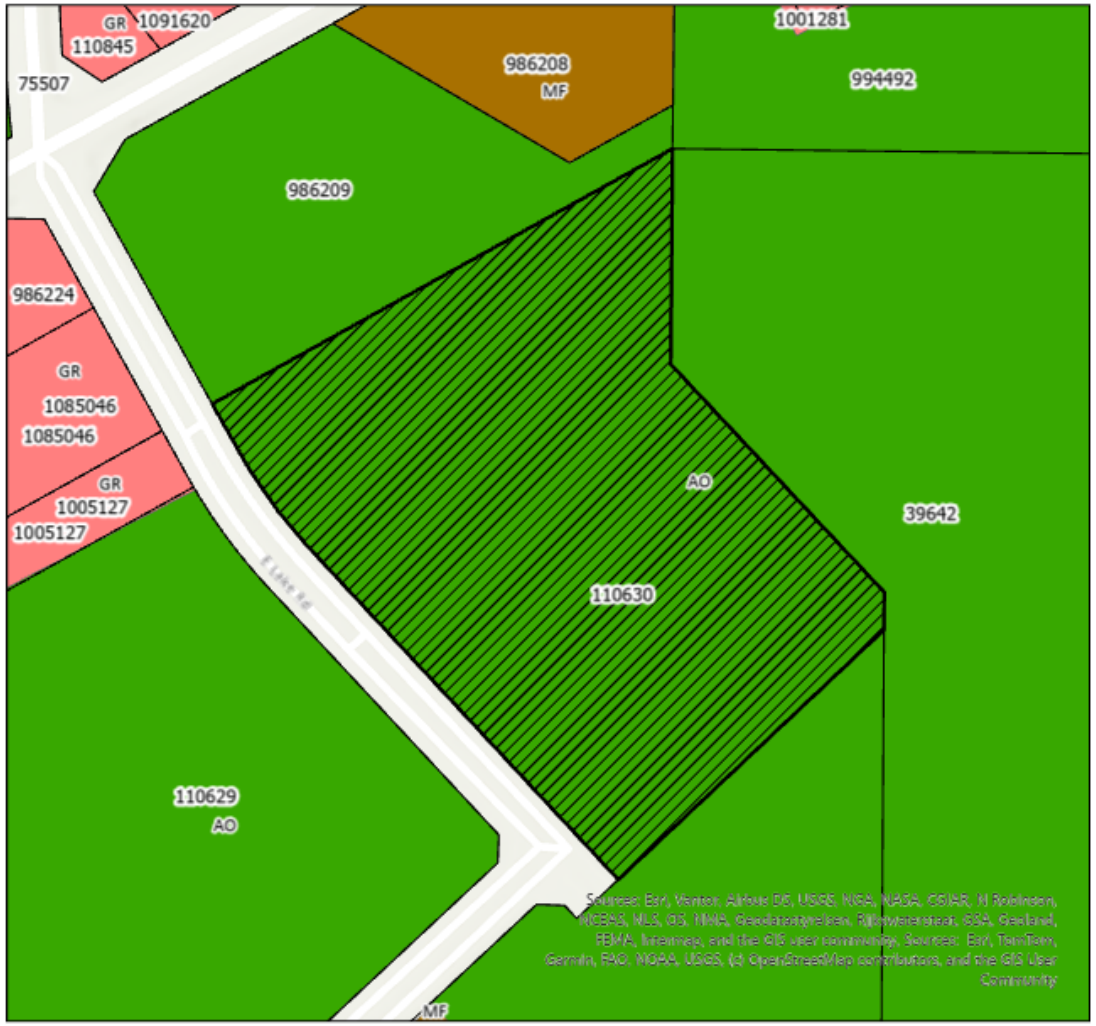
CITY OF ABILENE TEXAS

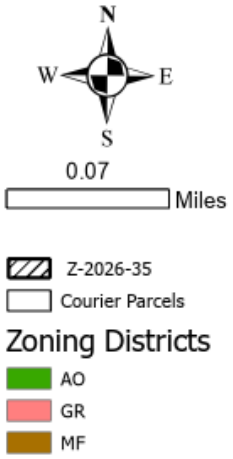
AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP





CITY OF ABILENE TEXAS

PROPERTY VIEWS

East Property



North Property



Subject Property



CITY OF ABILENE TEXAS

USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

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

CITY OF ABILENE TEXAS

USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

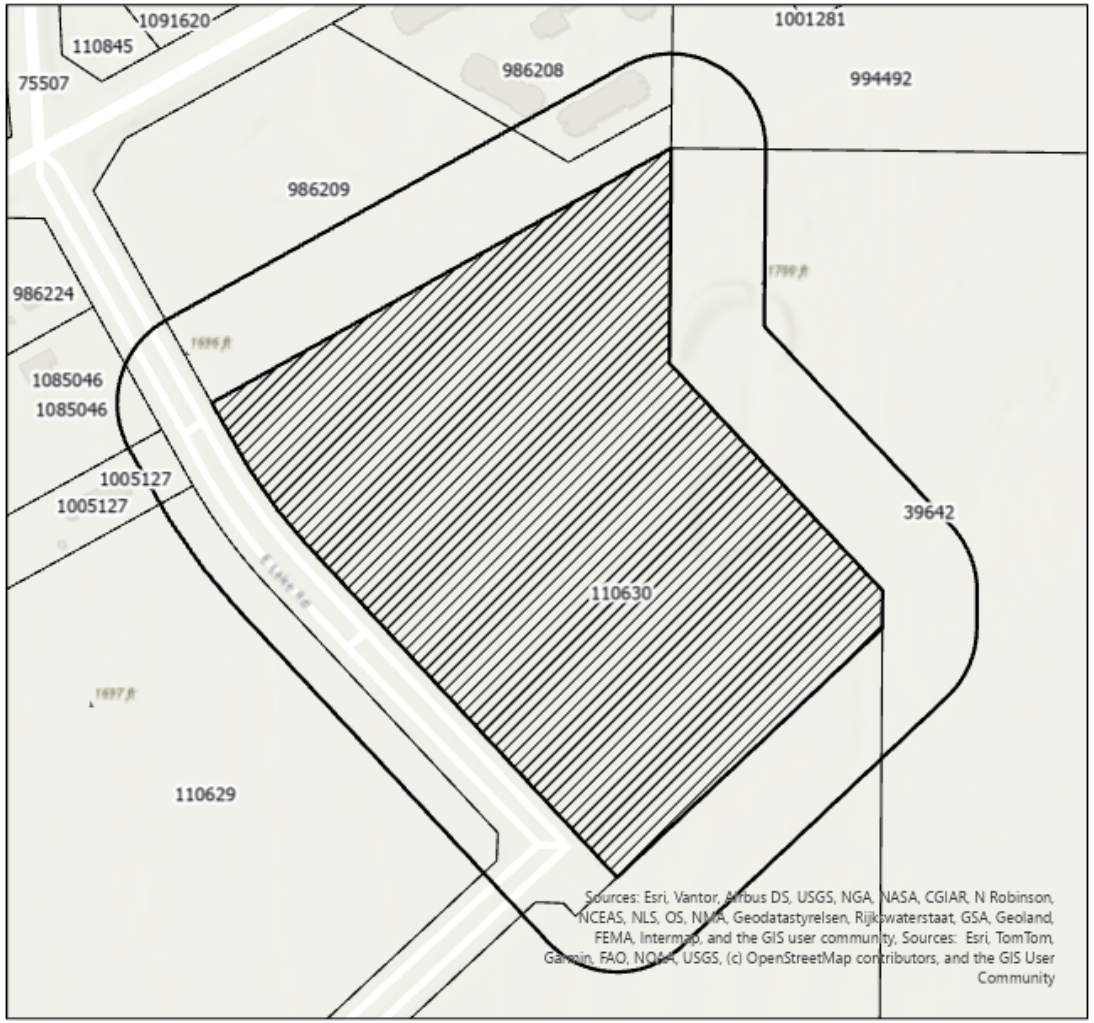
P	Petroleum or Gas Well
P	Urban Garden

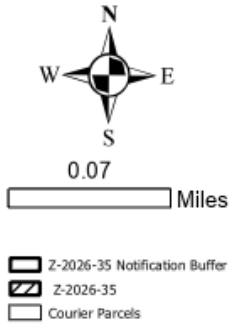
LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP





0 - 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.**

CITY OF ABILENE TEXAS

Questions?

CITY COUNCIL MEMORANDUM
7/9/2026

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

ITEM: **12. Ordinance (First Reading) Z-2026-37: Receive a Report, Hold a Discussion, and Take Action on a Request from the Owner to Change the Zoning of Approximately 6.97 Acres from General Retail (GR) to Multi-Family (MF). Located at 2202 Union Lane. *(Tim Littlejohn)***

GENERAL INFORMATION

The majority of the subject property was annexed into the City limits in 1980 and a portion was annexed in 1982. The applicant is requesting to change the zoning for a proposed multifamily development.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends **approval.**

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. 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 9th day of July, 2026.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of June 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 23rd day of July, 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 23rd day of July, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

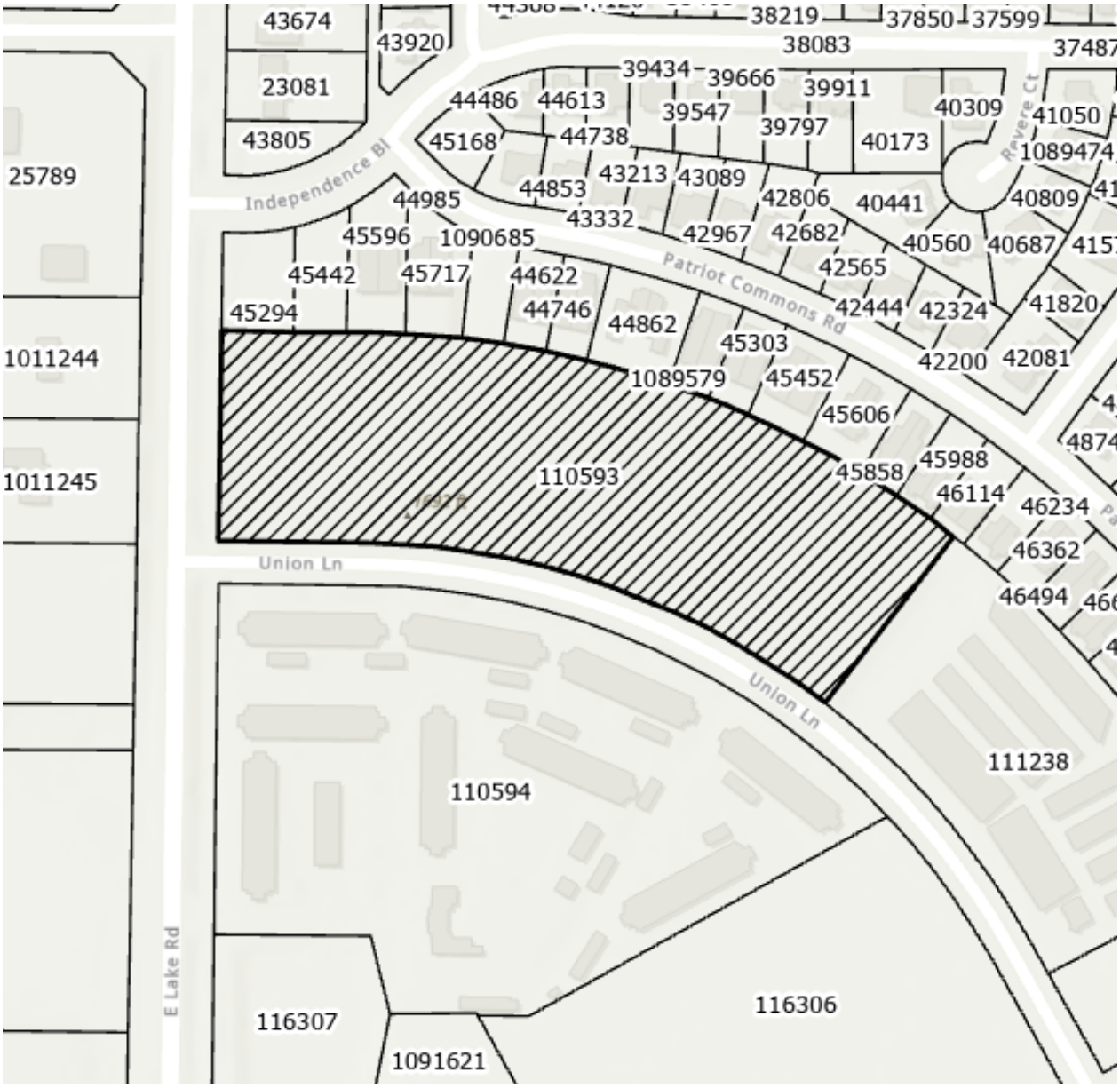
_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 6.97 acres from General Retail (GR) to Multi-Family (MF).
Legal description being Lots 102, Block F, Quail Valley Northeast, Section 1, Abilene, Taylor County, Texas.

Located at 2202 Union Lane.



END

ZONING CASE
Z-2026-37
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 7, 2026
City Council 1st Reading: July 9, 2026
City Council 2nd Reading: July 23, 2026

Applicant
Agent: Jacob & Martin
Owner: Gary Musgrave

Case Manager
Adam Holland – Planner

Request
Change the zoning of approximately 6.97 acres from General Retail (GR) to Multi-Family (MF).

Location
Located at 2202 Union Lane. Legal description being Lot 102, Block F, Quail Valley Northeast Section 1, Blind Asylum Lands, Abilene, Taylor County, Texas.

Background
The majority of the subject property was annexed into the City limits in 1980 and a portion was annexed in 1982. The property was initially platted in 1983 and replatted in 2006 to create the lot which currently exists. The applicant is requesting to change the zoning for a proposed multifamily development.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	MD	Duplexes
East	PD	Self-storage
South	GR	Multifamily
West	AO	Single-Family Residential

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 nearby 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 has access to utilities.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

Planning and Zoning Commission Recommendation
P&Z recommends **approval.**

Attachments

- PowerPoint Presentation

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on June 18, 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

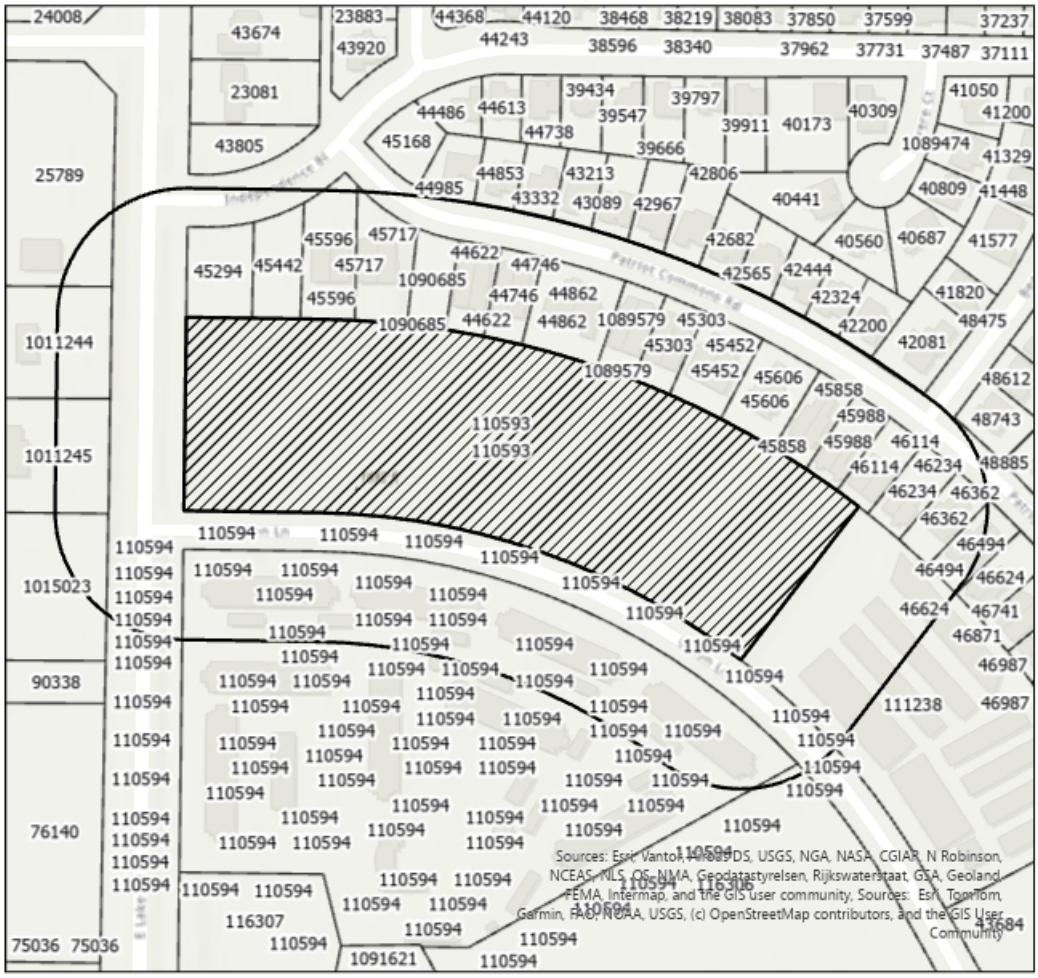
OWNER	PROP_ID	SITUS	RESPONSE
BEATY ALLEN	44985	2102 PATRIOT COMMONS RD	
BUSH LAURA	42565	2210 PATRIOT COMMONS RD	
COOKE ROY	44746	2111 PATRIOT COMMONS RD	
COOKE ROY DBA	44622	2101 PATRIOT COMMONS RD	
CRAWFORD FAMILY HISTORICAL	45606	2217 PATRIOT COMMONS RD	
DAVIS CRAIG L & KIMBERLY A	1089579	2133 PATRIOT COMMONS RD	
E LAKE ROAD APARTMENTS LLC	110594	2789 E LAKE RD	
GEIS JOYCE ANN	45442	2009 INDEPENDENCE BL	
GEIS JOYCE ANN	45294	2001 INDEPENDENCE BL	
GEIS JOYCE ANN	45596	2027 INDEPENDENCE BL	
GEIS JOYCE ANN	45717	2033 PATRIOT COMMONS RD	
GO GROWTH ABILENE LLC	110593	2202 UNION LN	
GO GROWTH ABILENE LLC	116306	2401 UNION LN	
GOMEZ RUBEN & CAROL	42081	3102 BEACON HILL RD	
GRIZZLE JASON	44862	2117 PATRIOT COMMONS RD	
GRIZZLE JASON	44862	2125 PATRIOT COMMONS RD	
JACKSON ZACHARY	42324	2226 PATRIOT COMMONS RD	
KASPER ROBERT BLAKE	1011244	2944 E LAKE RD	
LYON MARK & LYDIA	45988	2233 PATRIOT COMMONS RD	
LYON MARK & LYDIA	46234	2311 PATRIOT COMMONS RD	
LYON MARK & LYDIA	46494	2325 PATRIOT COMMONS RD	
LYON MARK & LYDIA	46114	2301 PATRIOT COMMONS RD	
LYON MARK & LYDIA	46362	2317 PATRIOT COMMONS RD	
LYON MARK & LYDIA	45858	2225 PATRIOT COMMONS RD	
MASSENGILL JERRY	45303	2141 PATRIOT COMMONS RD	

MITCHELL STEPHEN	42200	2234 PATRIOT COMMONS RD	
PAECHT JORDAN & ALICIA	1090685	2041 PATRIOT COMMONS RD	
REYNOLDS JARON	42444	2218 PATRIOT COMMONS RD	
ROBINSON WELTON F & SALLY E	25789	1749 HILLVIEW RD	
ROBLEDO JUANITA	42806	2150 PATRIOT COMMONS RD	
SCHLENTZ JACKIE LU HAUGHT	1015023		
SMITH ROBERT D	45452	2209 PATRIOT COMMONS RD	
STONE STEVEN BRADLEY &	42682	2202 PATRIOT COMMONS RD	
TEMPLE4HIM LLC	111238	2450 UNION LN	
WOFFORD CHRISTOPHER EUGENE	1011245	2850 E LAKE RD	

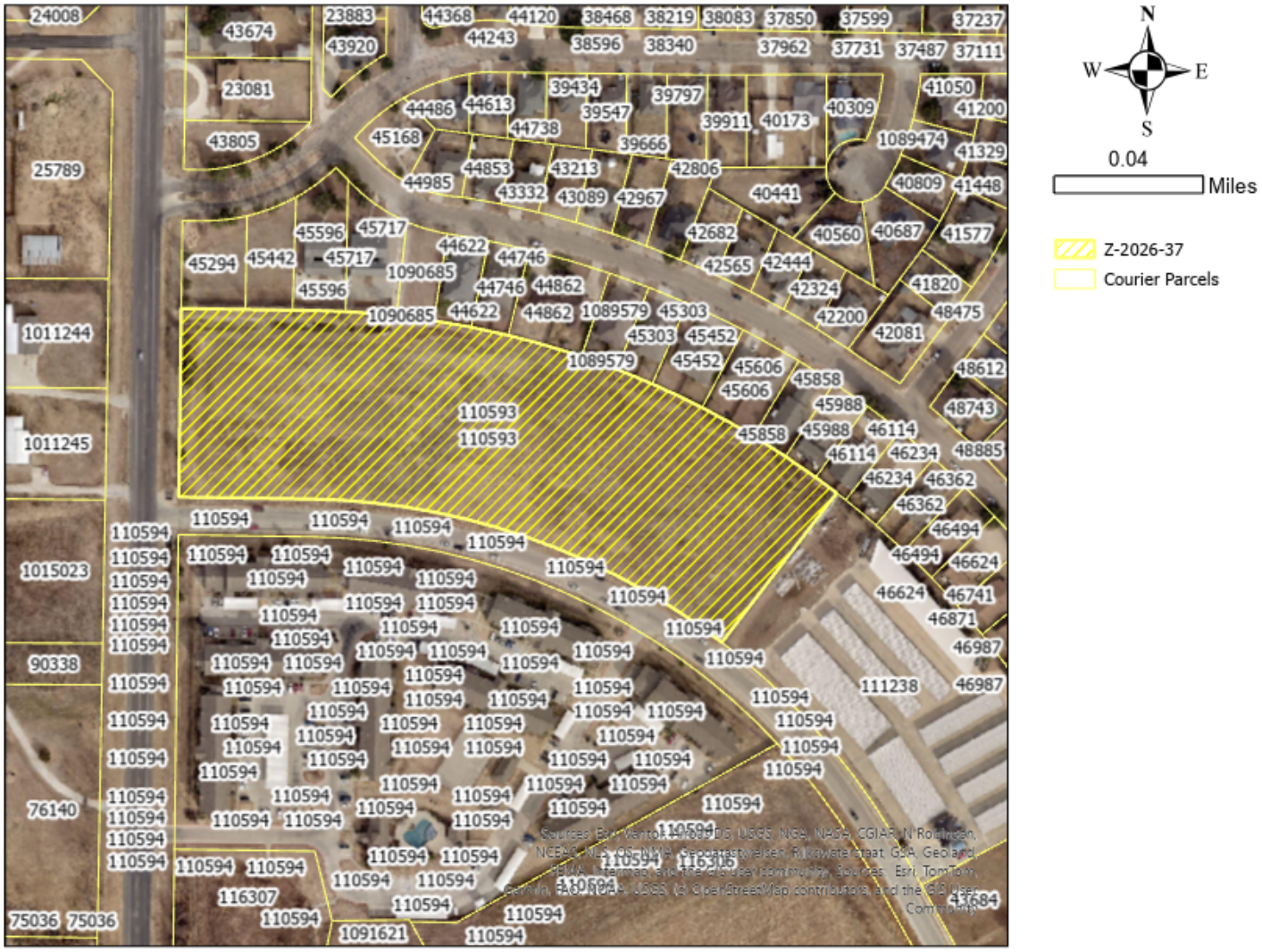
PROPERTY ID Legend: O - Opposed, F - In Favor

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REYNOLDS JARON	42444	2218 PATRIOT COMMONS RD	
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STONE STEVEN BRADLEY &	42682	2202 PATRIOT COMMONS RD	
ROBLEDO JUANITA	42806	2150 PATRIOT COMMONS RD	
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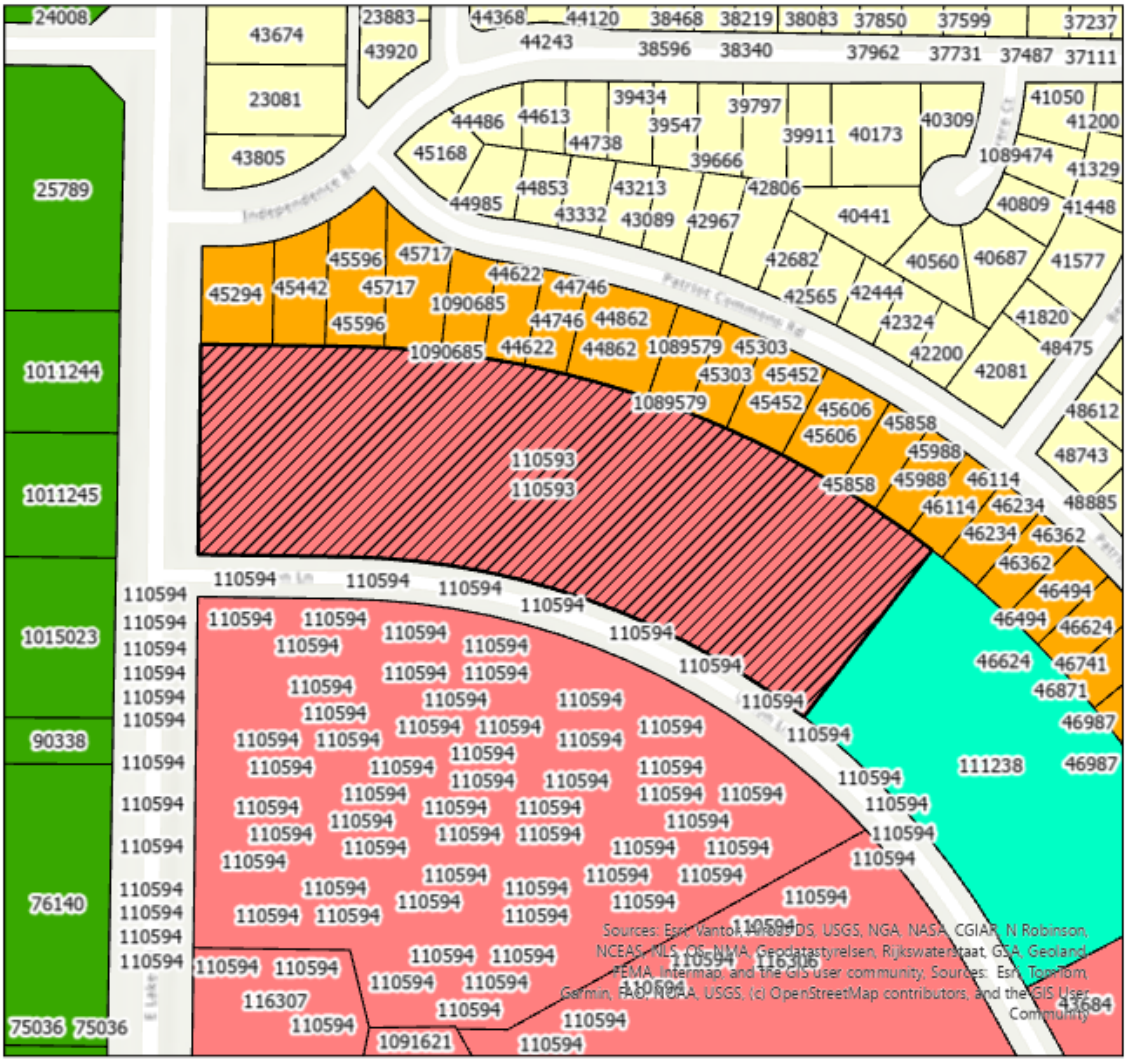
NOTIFICATION MAP



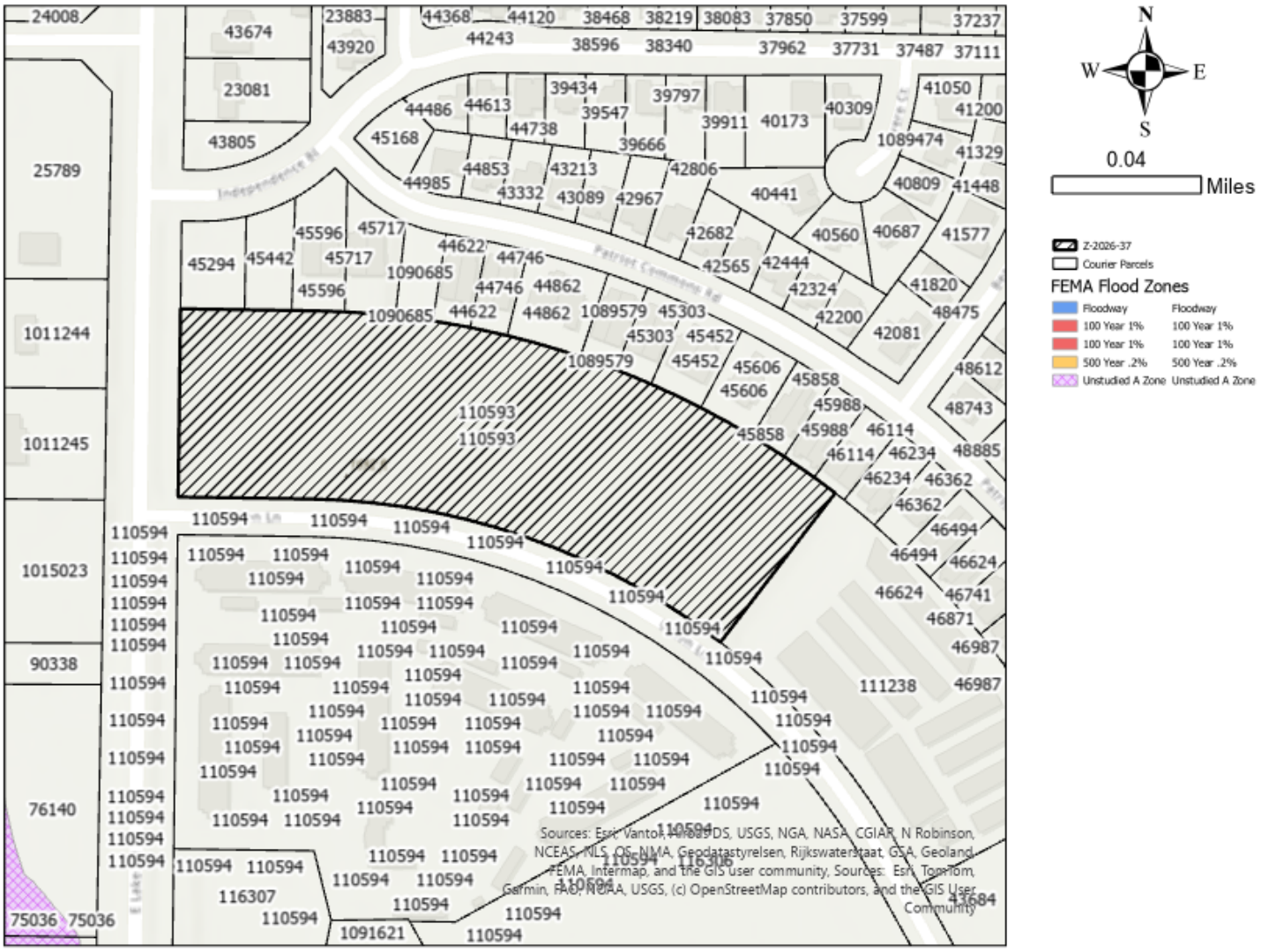
LOCATION MAP



ZONING MAP


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FLOOD MAP

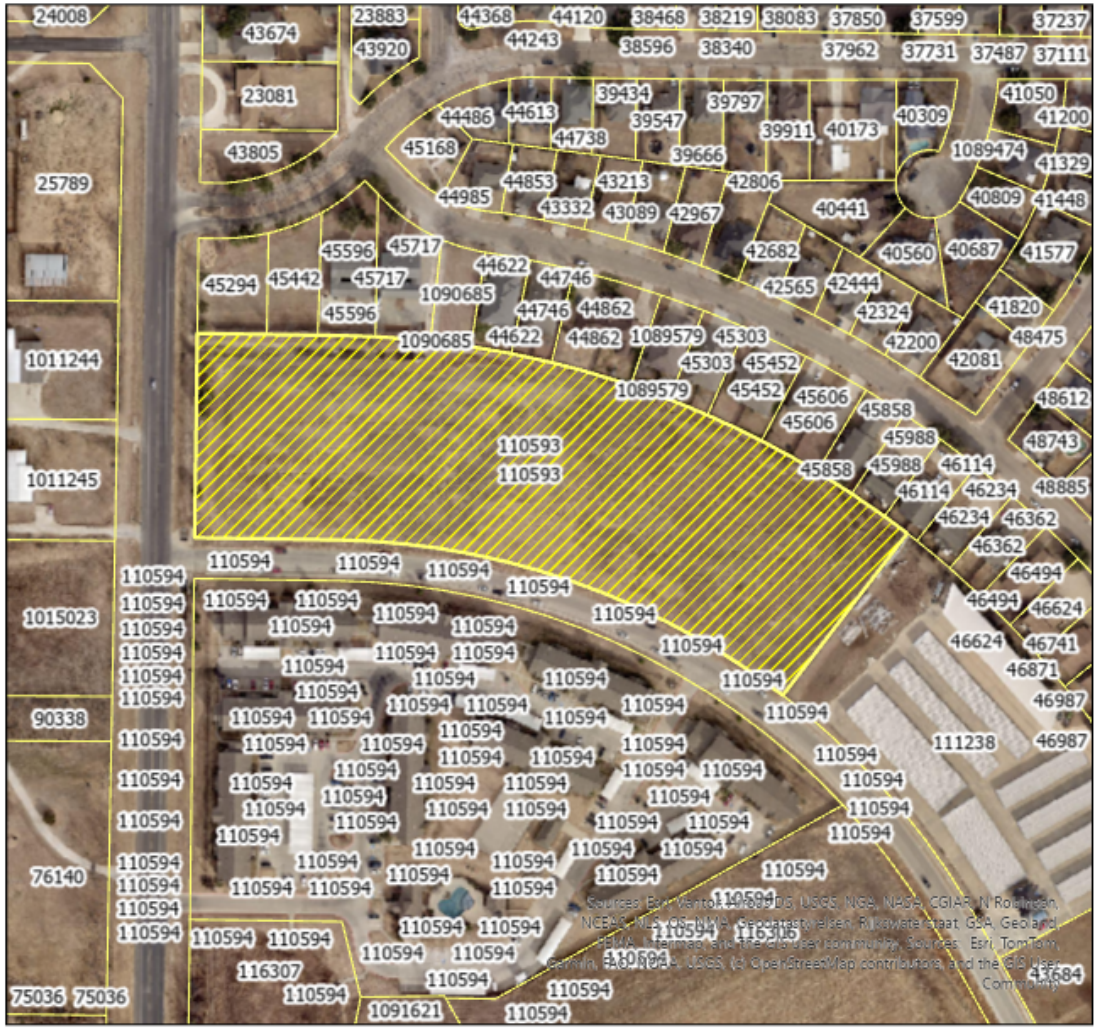

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Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap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

REZONE REQUEST

Case:	Z-2026-37
Owner:	Gary Musgrave
Applicant:	Jacob Martin
Request:	Change the zoning of approximately 6.97 acres from General Retail (GR) to Multi-Family (MF).
Location:	The intersection of E Lake Rd and Union Lane
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	July 7, 2026
Council Hearing:	July 9, 2026 July 23, 2026

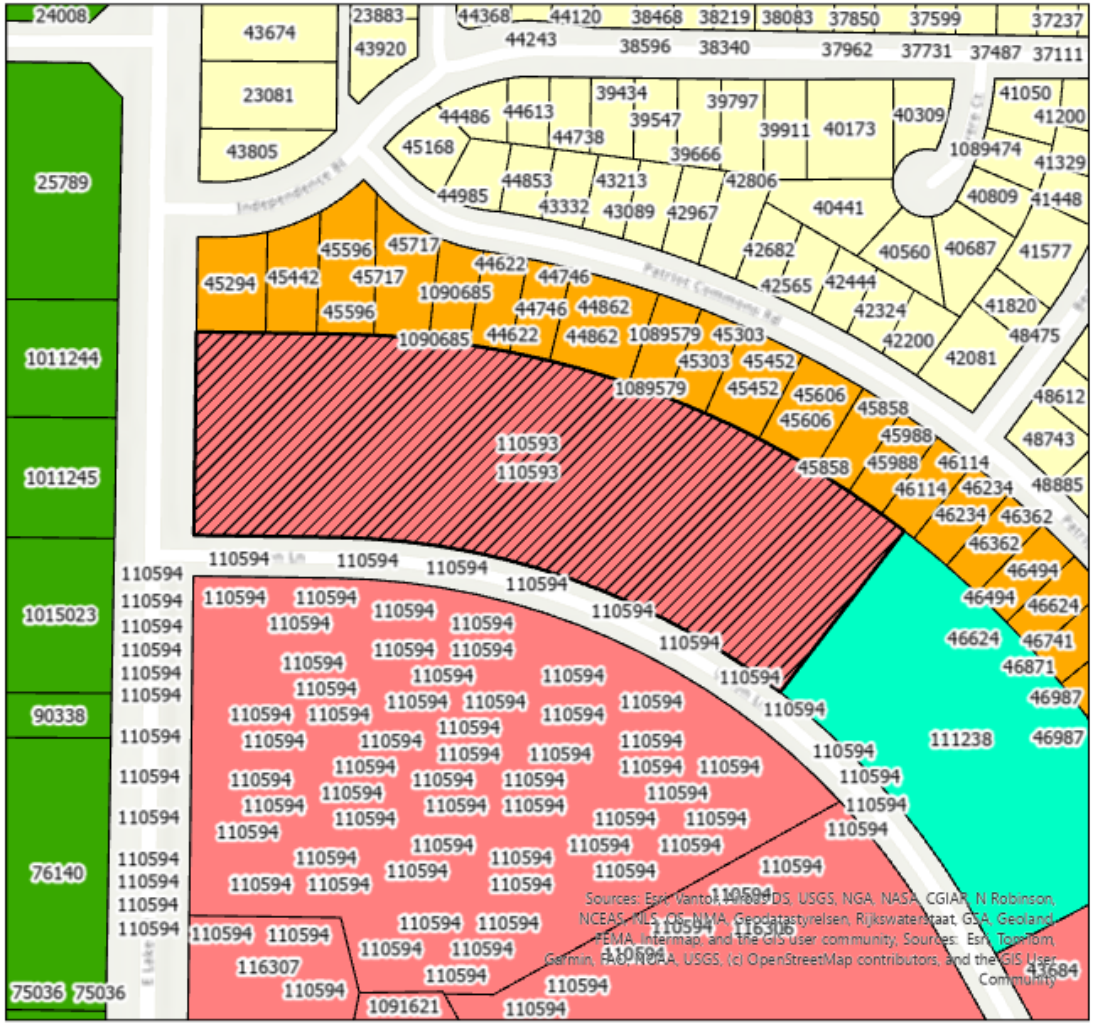
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP


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PROPERTY VIEWS









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

USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

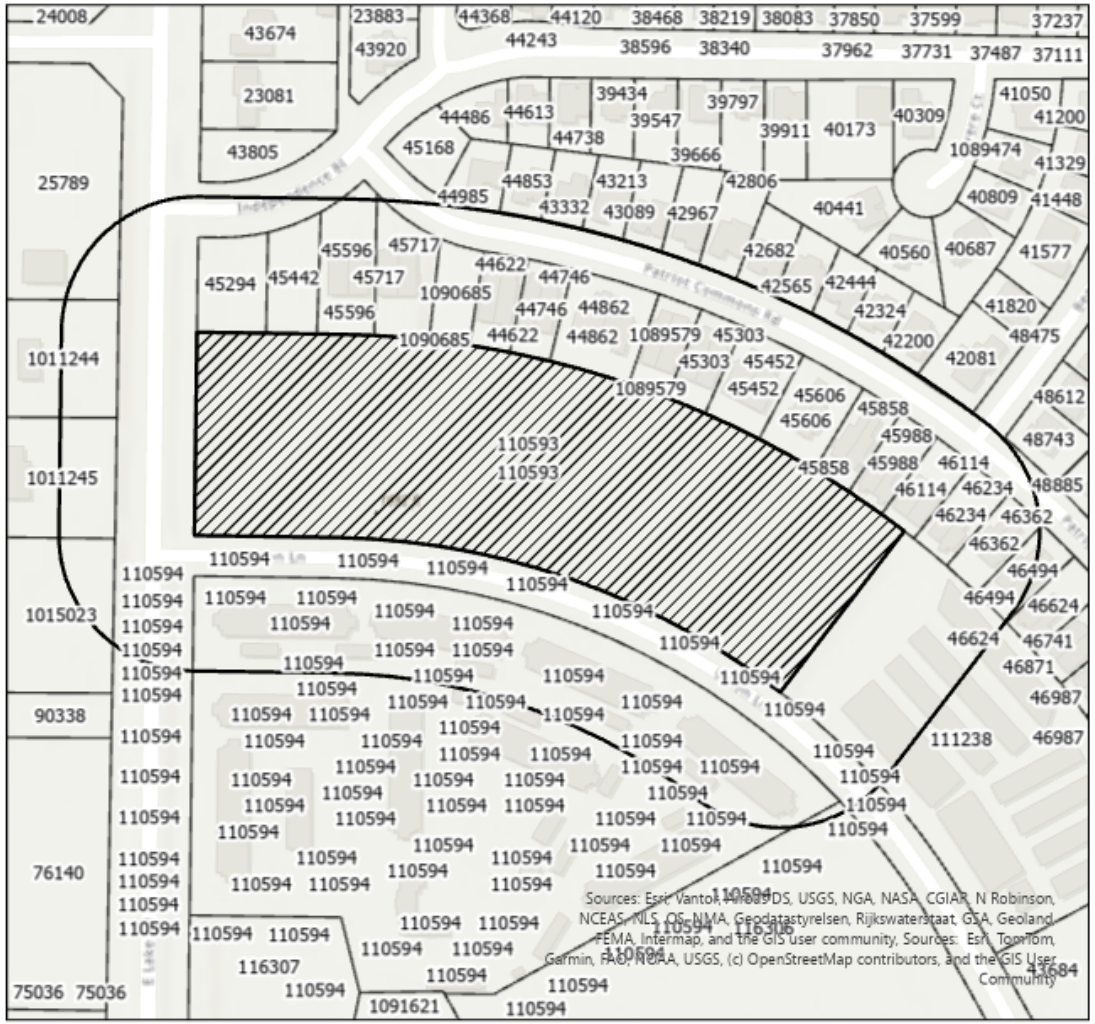
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P	Urban Garden

LEGEND

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C	**Permitted as a Conditional Use Permit, Requiring Approval by City Council**
TP	**Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment**

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP





0 - 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.**

CITY OF ABILENE TEXAS

Questions?

CITY COUNCIL MEMORANDUM
7/9/2026

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

ITEM: **13. Ordinance (Final Reading) CUP-2026-08: 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 Approximately 1.49 Acres Zoned General Commercial (GC) To Allow for Contractor Services. Located At 411 East South 11th Street. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City limits in 1957. The applicant is proposing to use the property for their business, Overhead Door Company of Abilene.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends **approval** of the Conditional Use Permit subject to the Plan of Operation by a vote of 5-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. CUP Plan of Operation
4. CUP 2026-08
5. Concept Plan
6. 449 ES 11th Street
7. 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 APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 25th day of June, 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 15th day of May, 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 July, 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 July, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to allow contractor services in General Commercial (GC) zoning subject to the following conditions:

- Plan of Operation (Exhibit B)

Legal description as follows:

BEING 1.49 ACRES AND BEING ALL OF LOT 1 AND THE WEST ½ OF LOT 2, BROWN-HALL-MEYER-FREDECK SUBDIVISION OF LOT 1, BLOCK 211 OF THE ORIGINAL TOWN OF ABILENE, TAYLOR COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 378, PLAT RECORDS OF TAYLOR COUNTY, TEXAS, AND 1.49 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR ON THE SOUTH SIDE OF EAST SOUTH 11TH STREET AT THE NORTHWEST CORNER OF SAID LOT 1;

THENCE S85°35'29"E 119.67 FEET ALONG THE SOUTH LINE OF SAID STREET AND THE NORTH LINE OF SAID LOTS 1 AND 2 TO A 1/2" REBAR ON THE NORTH LINE OF SAID LOT 2 AT THE NORTHEAST CORNER OF THIS TRACT;

THENCE S0°27'27"W 540.60 FEET TO A 3/8" REBAR ON THE SOUTH LINE OF SAID LOT 2 FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N 89°53'05"W 119.20 FEET ALONG THE SOUTH LINE OF SAID LOTS 1 AND 2 TO A 3/8" REBAR AT THE SOUTHWEST CORNER OF SAID LOT 1 FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N0°27'16"E 551.64 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE PLACE OF BEGINNING AND CONTAINING 1.49 ACRES OF LAND.

Located at 411 East South 11th Street.


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MARTIN ST
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ES 11TH ST
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Miles
CUP-2026-08
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

ORDINANCE NO. _____

EXHIBIT B

Residential and Commercial Sales and Repair of Garage Doors and Gates
Hours of Operation: 8:00AM to 5:00PM
Days of Operation: Monday to Friday
Inventory and Vehicles Kept in Building Behing Locked Gate
Installation and Repairs Completed on Customer Property

END

ZONING CASE CUP-2026-08 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: June 2, 2026
City Council 1st Read: June 25, 2026
City Council 2nd Read: July 9, 2026

Applicant
Winifred Campbell

Owner
Overhead Door Company of Abilene

Case Manager
Kera Valois – Planner

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

Location
The subject property is located at 411 ES 11th Street. Legal description being approximately 1.49 acres and being all of Lot 1 and the West ½ of Lot 2, Brown-Hall-Meyer-Fredeck Subdivision of Lot 1, Block 211 of the Original Town of Abilene, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City limits in 1957. The applicant is proposing to use the property for their business, Overhead Door Company of Abilene.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	GC	Commercial
East	GC	House/Abilene Pecan
South	AO	School
West	GC	Commercial

Criteria Assessment
Staff has reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval of the Land Development Code. These factors are identified and addressed below:

1. **The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**
   The proposed request is consistent with the Comprehensive Plan.

2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
   The proposed use is consistent with the requirements in General Commercial zoning.

3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**
   The proposed use is compatible with surrounding developments and staff does not believe the use will create adverse impacts.

4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
   The proposed use is located on an arterial street and is compatible with the surrounding General Commercial uses. Staff does not believe the use will be hazardous or conflict with the existing and anticipated 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.**
   The proposed use does not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site.

6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
   The applicant will be using the existing structure. There are not any proposed additions at this time. There should be no adverse effects on the neighboring properties.

7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**
   The proposed use is compatible with the surrounding uses at this location.

Planning & Zoning Recommendation
P&Z recommends **approval** of the Conditional Use Permit subject to the Plan of Operation.

Attachments

- Plan of Operation
- Concept Plan
- PowerPoint Presentation

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 15, 2026, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

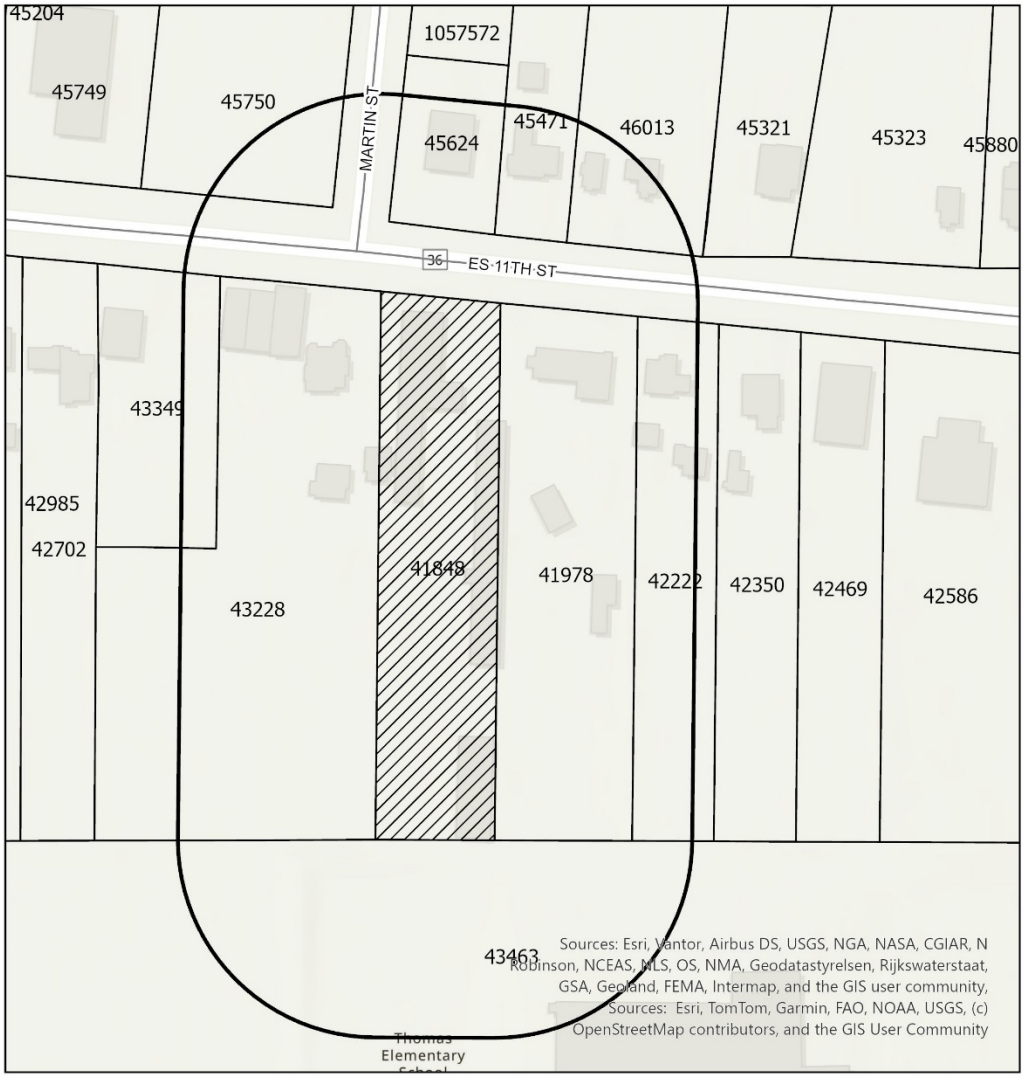
PROPERTY OWNER Legend: O - Opposed, F - In Favor

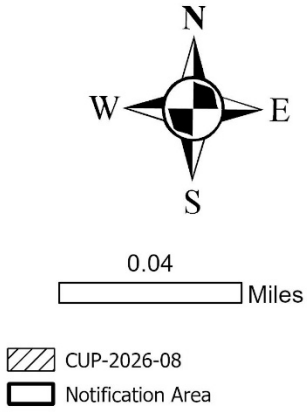
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE IND SCHOOL DIST	43463	1240 LAKESIDE DR	
AD 3 PROPERTY LLC	45750	358 ES 11TH ST	
BILLINGS CYNTHIA KAY	41978	449 ES 11TH ST	F
CHRISTIAN DORA SUE	45471	418 ES 11TH ST	
CHRISTIAN DORA SUE TRUST	46013	426 ES 11TH ST	
CHRISTIAN DORA SUE TRUST	46013	434 ES 11TH ST	
LATOUR COMMERCIAL PROPERTIES LLC	45624	402 ES 11TH ST	
MC PHAIL MIKE	43228	365 ES 11TH ST	
MC PHAIL MIKE	43228	401 A ES 11TH ST	
MC PHAIL MIKE	43228	401 B ES 11TH ST	
MC PHAIL MIKE	43228	363 ES 11TH ST	
MC PHAIL MIKE	43228	361 ES 11TH ST	
MC PHAIL MIKE	43228	401 ES 11TH ST	
MC PHAIL MIKE	43349	349 ES 11TH ST	
MC PHAIL MIKE	42222	457 ½ ES 11TH ST	
MC PHAIL MIKE	42222	457 ES 11TH ST	
OVERHEAD DOOR COMPANY OF ABILENE INC	41848	411 ES 11TH ST	Applicant

PROPERTY ID Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
OVERHEAD DOOR COMPANY OF ABILENE INC	41848	411 ES 11TH ST	Applicant
BILLINGS CYNTHIA KAY	41978	449 ES 11TH ST	F
MC PHAIL MIKE	42222	457 1/2 ES 11TH ST	
MC PHAIL MIKE	42222	457 ES 11TH ST	
MC PHAIL MIKE	43228	365 ES 11TH ST	
MC PHAIL MIKE	43228	401 A ES 11TH ST	
MC PHAIL MIKE	43228	401 B ES 11TH ST	
MC PHAIL MIKE	43228	363 ES 11TH ST	
MC PHAIL MIKE	43228	361 ES 11TH ST	
MC PHAIL MIKE	43228	401 ES 11TH ST	
MC PHAIL MIKE	43349	349 ES 11TH ST	
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CHRISTIAN DORA SUE TRUST	46013	426 ES 11TH ST	
CHRISTIAN DORA SUE TRUST	46013	434 ES 11TH ST	

NOTIFICATION MAP





CUP PLAN OF OPERATION

RESIDENTIAL AND COMMERCIAL SALES AND REPAIR OF GARAGE DOORS AND GATES

HOURS OF OPERATION : 8:00 A.M. – 5:00 PM

DAYS OF OPERATION : MONDAY-FRIDAY

INVENTORY AND VEHICLES KEPT IN BUILDING BEHIND LOCKED GATE

INSTALLATION AND REPAIRS COMPLETED ON CUSTOMER PROPERTY

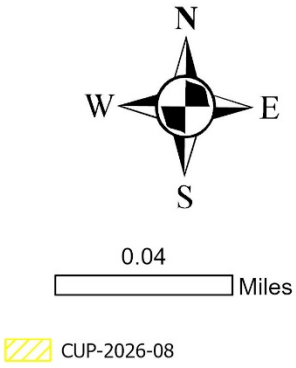
The Genuine. The Original.

OVERHEAD DOOR

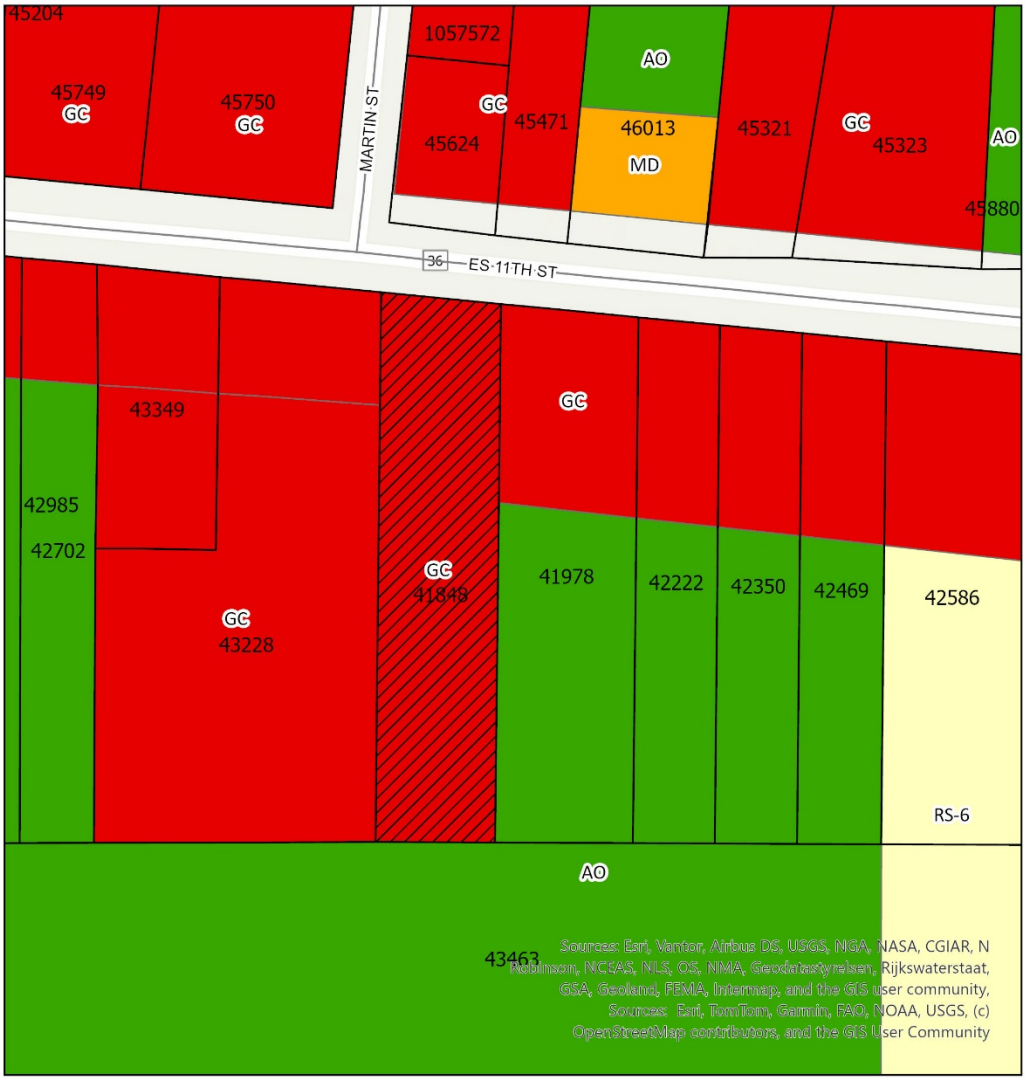
Overhead Door Company of Abilene
411 E. South 11th
Abilene, Tx 79602-4003
325-695-2070

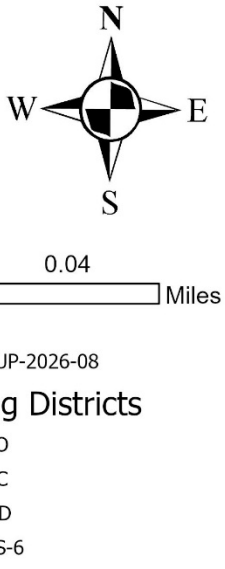
LOCATION MAP



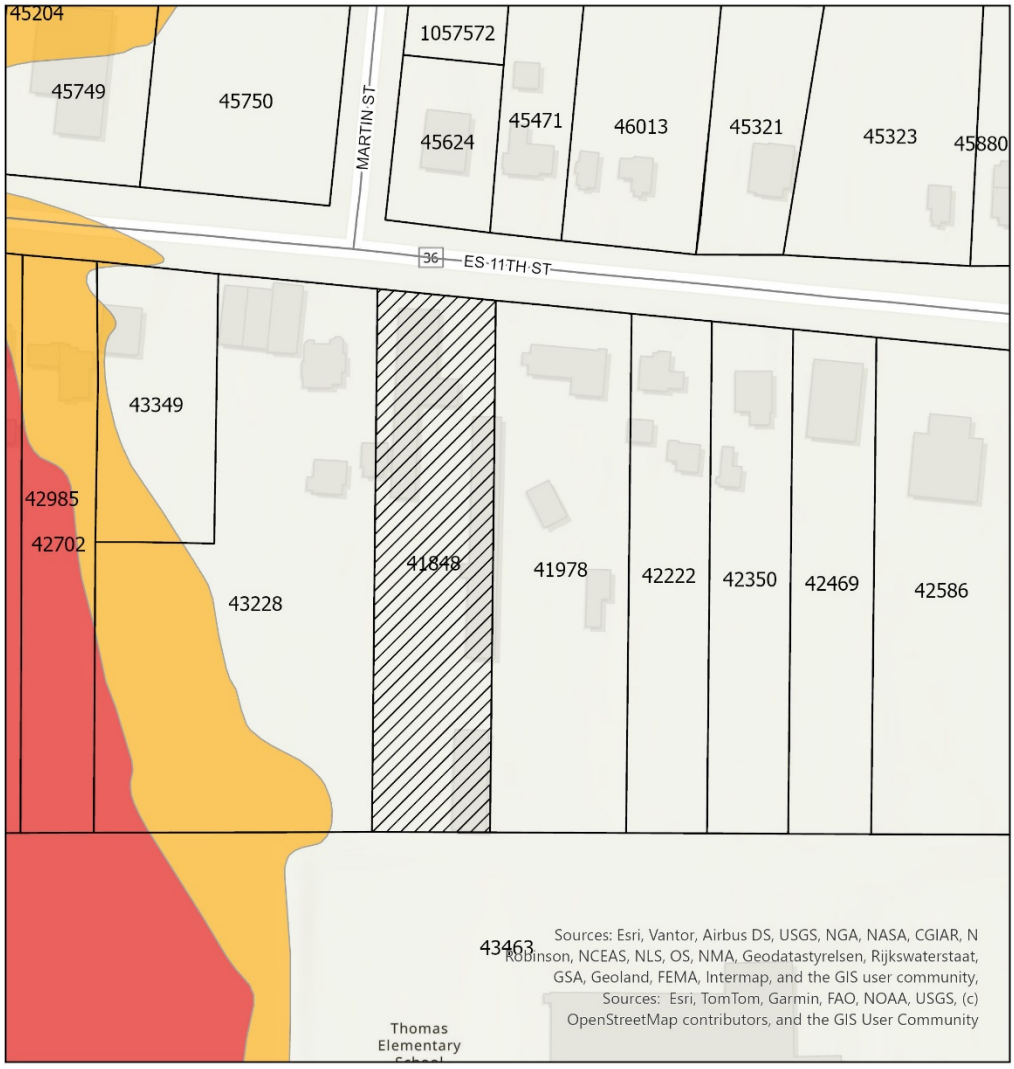


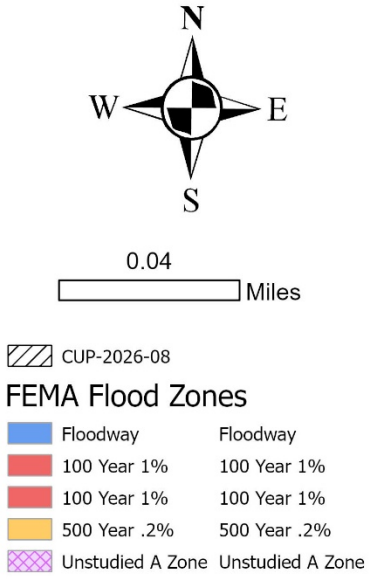
ZONING MAP


45204
45749
GC
45750
GC
MARTIN ST
1057572
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45624
45471
AO
46013
MD
45321
GC
45323
AO
45880
36
E 11TH ST
43349
GC
42985
42702
GC
43228
GC
41848
GC
41978
42222
42350
42469
42586
RS-6
AO
43463
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


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Miles
CUP-2026-08
Zoning Districts
AO
GC
MD
RS-6

FLOOD MAP


45204
45749
45750
MARTIN ST
1057572
45624
45471
46013
45321
45323
45880
36
ES 11TH ST
43349
42985
42702
43228
41848
41978
42222
42350
42469
42586
43463
Thomas Elementary
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


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Miles
CUP-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

CUP PLAN OF OPERATION

RESIDENTIAL AND COMMERCIAL SALES AND REPAIR OF GARAGE DOORS AND GATES

HOURS OF OPERATION : 8:00 A.M. – 5:00 PM

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INVENTORY AND VEHICLES KEPT IN BUILDING BEHIND LOCKED GATE

INSTALLATION AND REPAIRS COMPLETED ON CUSTOMER PROPERTY

The Genuine. The Original.

OVERHEAD DOOR®

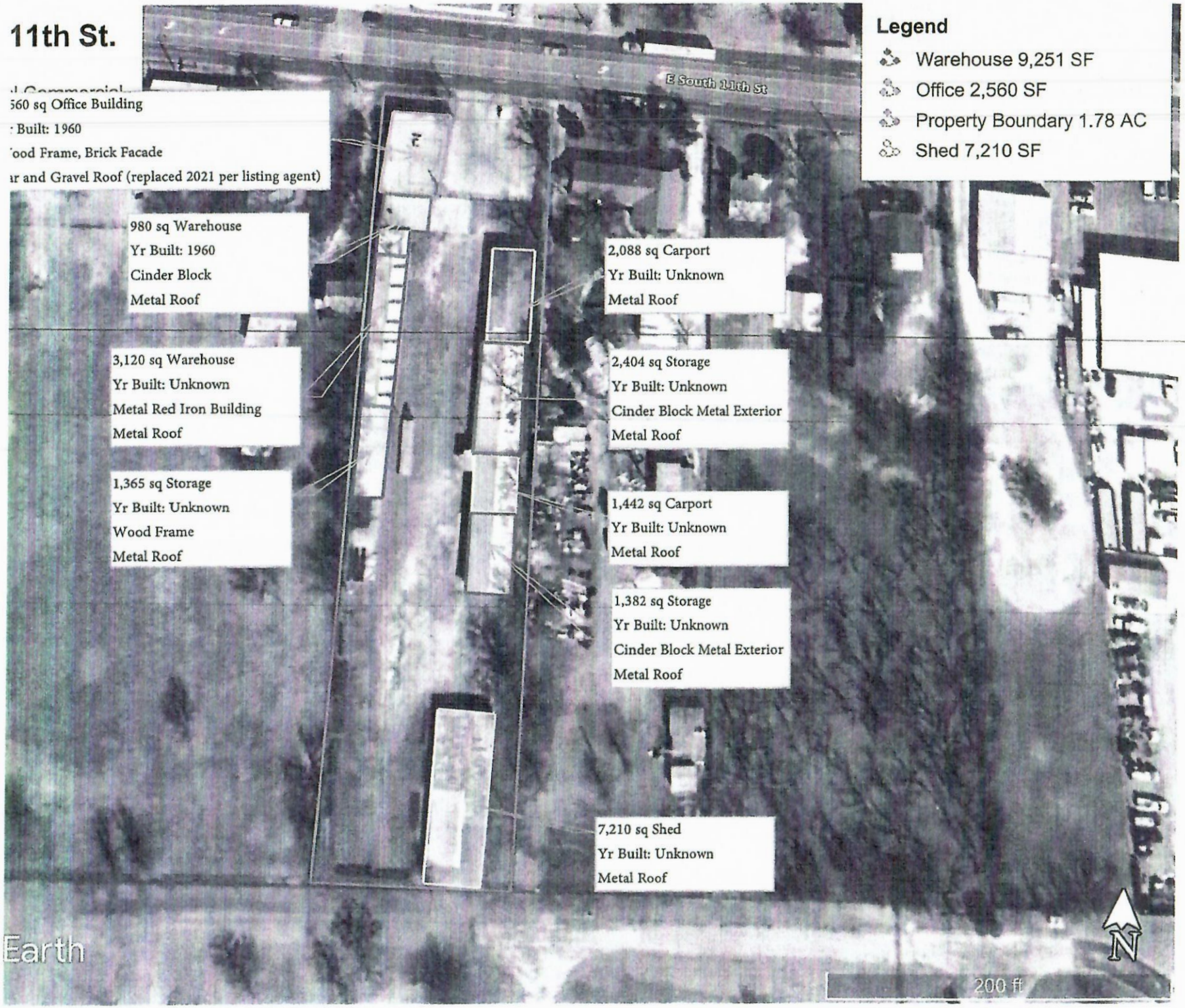
Overhead Door Company of Abilene
411 E. South 11th
Abilene, Tx 79602-4003
325-695-2070

WAIVER OF CONCEPT PLAN

A concept plan will not be required for CUP 2026-08, Staff does not feel it is relevant to the decision of this case.

Timothy A Littlejohn

Director of Planning and Development Services


11th St.
560 sq Office Building
Built: 1960
Wood Frame, Brick Facade
ar and Gravel Roof (replaced 2021 per listing agent)
980 sq Warehouse
Yr Built: 1960
Cinder Block
Metal Roof
3,120 sq Warehouse
Yr Built: Unknown
Metal Red Iron Building
Metal Roof
1,365 sq Storage
Yr Built: Unknown
Wood Frame
Metal Roof
2,088 sq Carport
Yr Built: Unknown
Metal Roof
2,404 sq Storage
Yr Built: Unknown
Cinder Block Metal Exterior
Metal Roof
1,442 sq Carport
Yr Built: Unknown
Metal Roof
1,382 sq Storage
Yr Built: Unknown
Cinder Block Metal Exterior
Metal Roof
7,210 sq Shed
Yr Built: Unknown
Metal Roof
E South 11th St
Legend
Warehouse 9,251 SF
Office 2,560 SF
Property Boundary 1.78 AC
Shed 7,210 SF
Earth
N
200 ft

CITY OF ABILENE TEXAS

BILLINGS CYNTHIA KAY
449 E SOUTH 11TH ST
ABILENE, TX 79602-4003

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number CUP-2026-08 **May 8, 2026**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **June 2, 2026, at 1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The owner or the owner's agent is requesting to apply a Conditional Use Permit to a property to allow Contractor Services in General Commercial (GC) Zoning. Located at 411 ES 11th St. Legal description being approximately 1.49 acres and being all of Lot 1 and the West ½ of Lot 2, Brown-Hall-Meyer-Fredeck Subdivision of Lot 1, Block 211 of the Original Town of Abilene, Abilene, Taylor County, Texas.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing, or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law.

The area highlighted on the map by striped lines is being considered for a zone change. The solid boundary line surrounding the highlighted area is a state mandated 200' notification area. You are receiving this letter because your address is located within this notification area.

If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for a final reading with a public hearing on **July 9, 2026, at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Kera Valois at 325-676-6493 or by email address planning@abilenetx.gov

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ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2026-08

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.

JUN 1 AM10:05

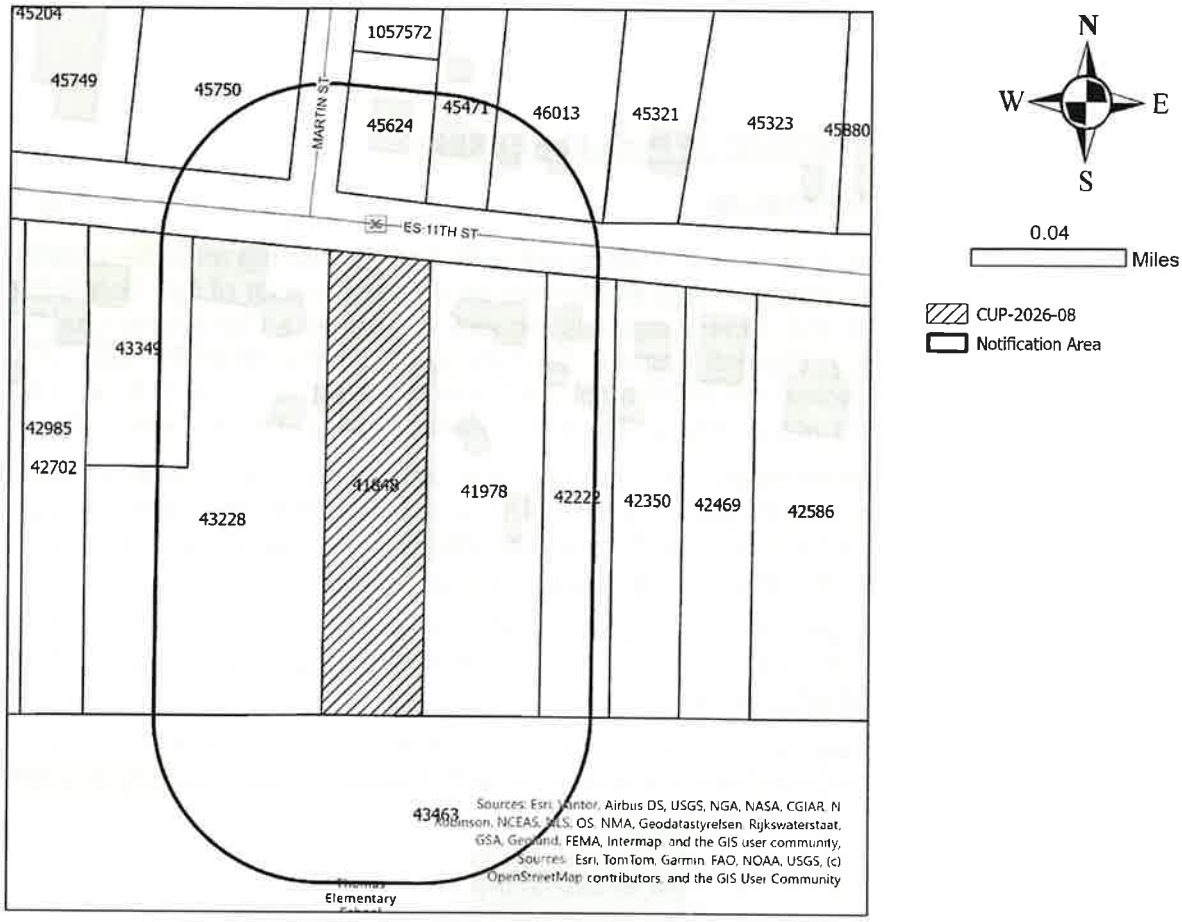
Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Property Zoning:	GC	Your Name:	BILLINGS CYNTHIA KAY	I am in favor ☑
Requestor's Proposed Zoning:	GC/CUP	Your Address:	449 ES 11TH ST	
Requestor's Parcel ID:	41848	Your Parcel ID:	41978	I am opposed ☐

Signature: Cynthia Kay Billings

CITY OF ABILENE TEXAS

CUP-2026-08



If opposed, please provide comments:

What you are doing is spot zoning. This does not lead to a harmonious use of the properties. They should all be consistant.

Randy Billings

CONDITIONAL USE PERMIT

Case:	CUP-2026-08
Applicant:	Winifred Campbell
Owner:	Overhead Door Company of Abilene
Request:	A Conditional Use Permit to allow contractor services within General Commercial (GC) zoning.
Location:	411 ES 11th Street
Notification:	1 in Favor, 0 in Opposition
Planning & Zoning:	June 2, 2026
Council Hearing:	June 25, 2026
	July 9, 2026

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

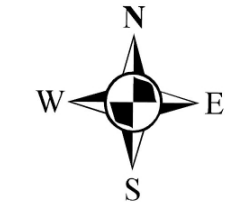




CITY OF ABILENE TEXAS

ZONING MAP





0.04 Miles

CUP-2026-08

Zoning Districts

- AO
- GC
- MD
- RS-6

CITY OF ABILENE TEXAS

USES IN GENERAL COMMERCIAL ZONING

RESIDENTIAL USES:

P	Hotel/Motel
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

P	Civic, Social, and Fraternal Organization
P	Cultural Facilities
P	Drive-in Theater
P	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)
P	Recreation and Commercial Entertainment – Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
P	Fire/Police Station
C	Homeless/Emergency Shelter
P	Hospital
P	Medical/Dental Laboratory
P	Post Office
C	Rehabilitation Facility
P	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Arts School
C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	Day-Care Operation - Center-Based
P	Educational and Scientific Research
P	School: Public/Private
P	Trade/Business School
P	University/College

SERVICE:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

TRADE – WHOLESALE USES:

C	Wholesaling and Storage (indoor)

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

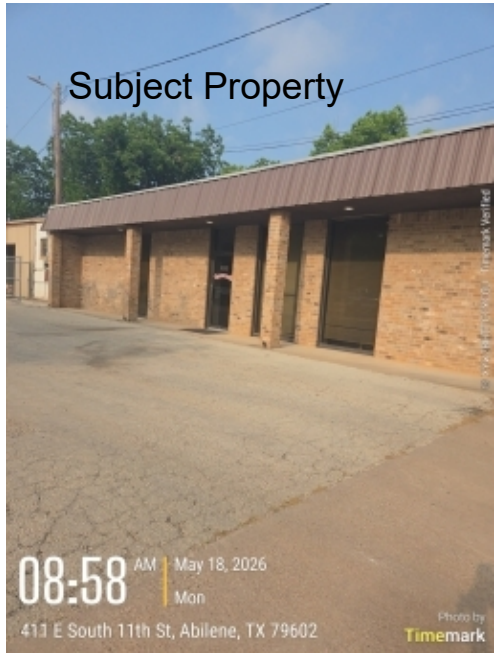
C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility

LEGEND

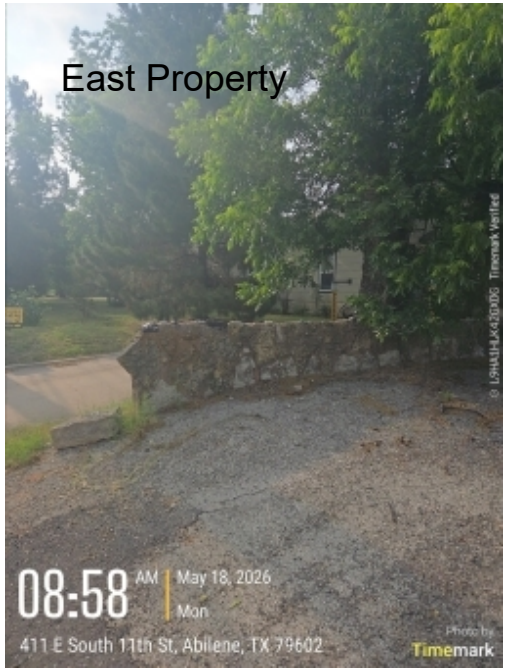
P	**Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)**
C	**Permitted as a Conditional Use Permit, Requiring Approval by City Council**
TP	**Permitted by Temporary Permit Only,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

CITY OF ABILENE TEXAS

PROPERTY VIEWS









CITY OF ABILENE TEXAS

PLAN OF OPERATION

CUP PLAN OF OPERATION

RESIDENTIAL AND COMMERCIAL SALES AND REPAIR OF GARAGE DOORS AND GATES

HOURS OF OPERATION : 8:00 A.M. – 5:00 PM

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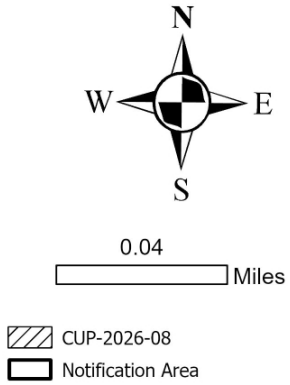
OVERHEAD DOOR

Overhead Door Company of Abilene
411 E. South 11th
Abilene, Tx 79602-4003
325-695-2070

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP





1 - 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 the Plan of Operation.**

CITY OF ABILENE TEXAS

Questions?

CITY COUNCIL MEMORANDUM
7/9/2026

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

ITEM: **14. Ordinance (Final Reading) Z-2026-28: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.36 Acres from Residential Single-Family (RS-6) to General Commercial (GC) Zoning. Located at 1358, 1366, and 1374 Barrow Street. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject properties were annexed into the City limits in 1947 and residentially developed in the 1950's. The properties have been used as residential since. Due to increased traffic volumes and commercial encroachment, the existing single-family residential use is no longer compatible with the surrounding environment.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 4-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report (11)
3. 1357 Sammons St - Favor
4. 3118 College Street
5. 3110 College Street
6. 1390 Barrow Street
7. 1358 Barrow St - Favor
8. 1365 Sammons St - Favor
9. 1365 Sammons St. 05.26
10. 3102 College Street
11. 3125 S 13th St
12. 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 25th day of June 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 15th day of May, 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 July, 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 July, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

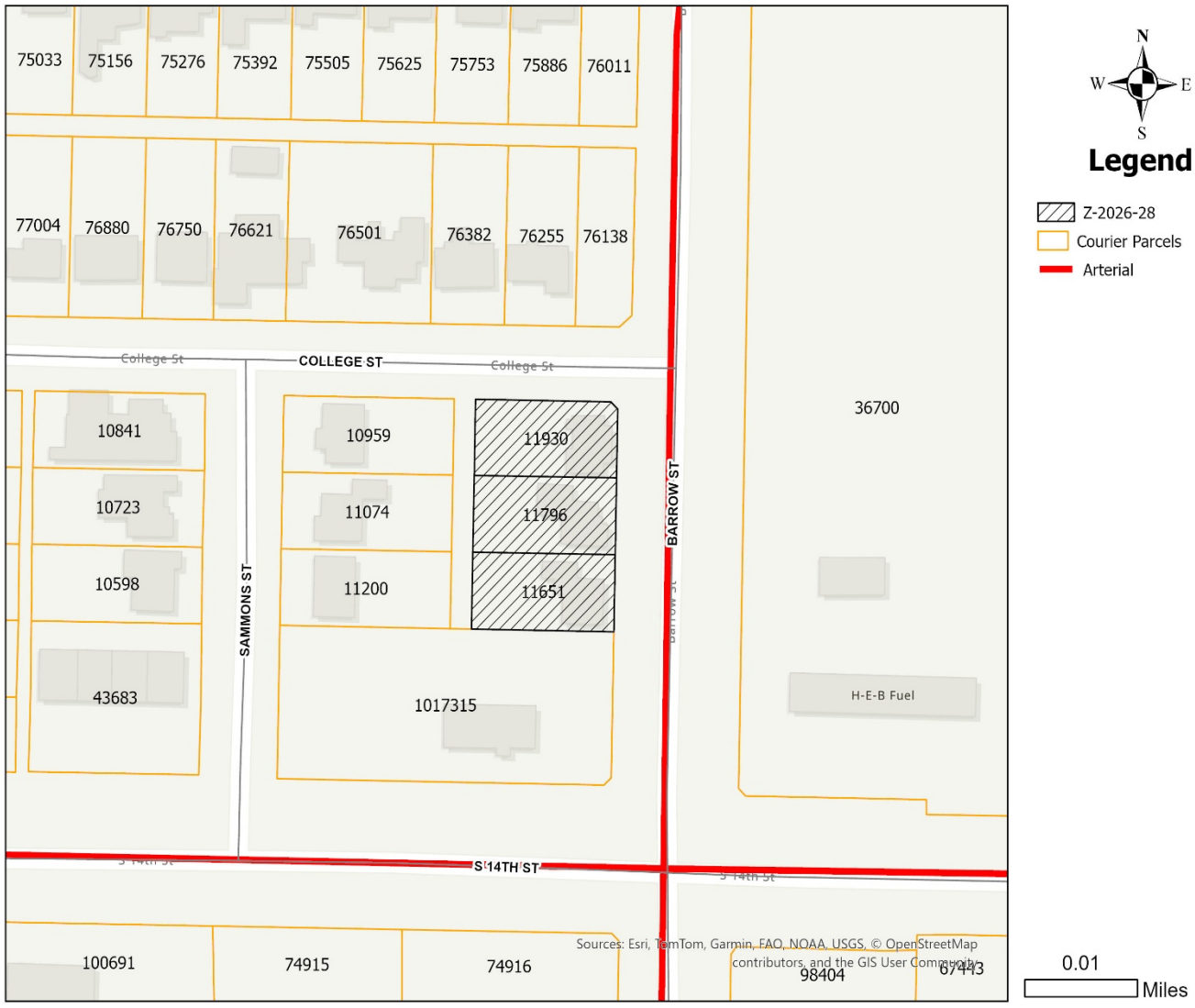
ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 0.36-acres from a Residential Single-Family (RS-6) to General Commercial (GC) zoning.

Legal description being B F Horn Subdivision of Harris, Block E, W 100.20' of Lot 10, Lot 9, and Lot 8, City of Abilene, Taylor County, Texas.

Located at 1358 Barrow St, 1366 Barrow St, and 1374 Barrow St.



END

ZONING CASE
Z-2026-28
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: June 2, 2026
City Council 1st Reading: June 25, 2026
City Council 2nd Reading: July 9, 2026

Applicant
Owner: Alice Velasquez Hangemann, Frances Womack, Teri & Randy Hobbs
Agent: Jack Oduro

Case Manager
Clarissa Ivey – Planner

Request
Change the zoning of approximately 0.36 acres from Residential Single Family (RS-6) to General Commercial (GC).

Location
Located at 1358, 1366, and 1374 Barrow St
Legal description being B F Horn Subdivision of Harris, Block E, W 100.20' of Lot 10, Lot 9, and Lot 8, City of Abilene, Taylor County, Texas.

Background
The subject properties were annexed into the City limits in 1947 and residentially developed in the 1950's. The properties have been used as residential since. Due to increased traffic volumes and commercial encroachment, the existing single-family residential use is no longer compatible with the surrounding environment.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	RS-6	Residential
East	GC	HEB
South	GC	Starbucks
West	RS-6	Residential

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 as the proposed zoning will place commercial uses right along Barrow St (arterial street).

(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 of General Commercial (GC) is appropriate in the immediate area as this has experienced significant commercial growth.

(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.
The properties are currently served by existing infrastructure.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

Planning and Zoning Commission Recommendation
P&Z recommends **approval.**

Attachments
- PowerPoint Presentation

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 15, 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

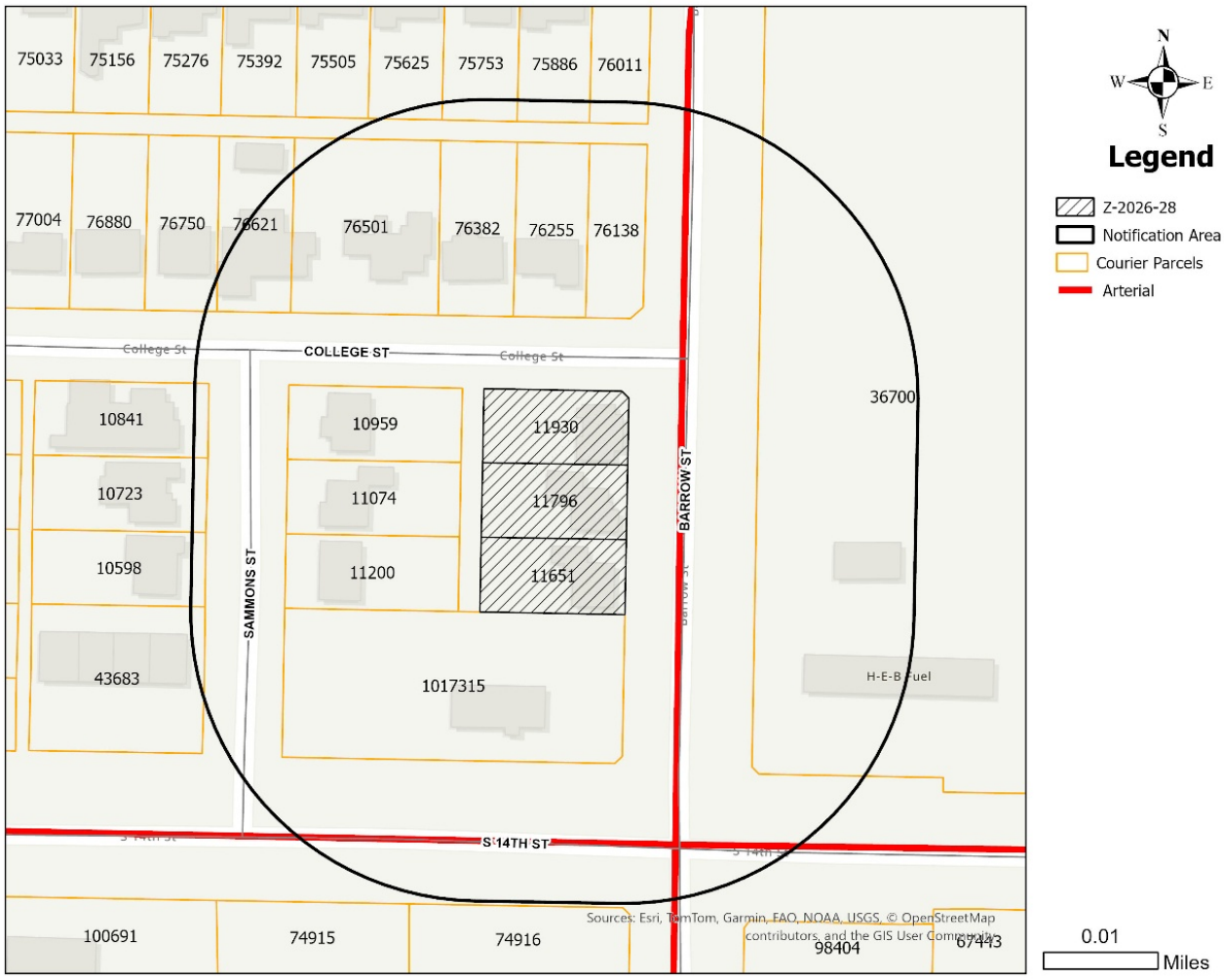
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
BEST WINSTON O'NEAL	76621	3134 COLLEGE ST	
BUTT H E GROCERY COMPANY	36700	1365 BARROW ST	
BUTT H E GROCERY COMPANY	36700	2990 S 14TH ST	
BUTT H E GROCERY COMPANY	36700	1389 BARROW ST	
BUTT H E GROCERY COMPANY	36700	3098 S 14TH ST	
BUTT H E GROCERY COMPANY	36700	1345 BARROW ST	
BUTT H E GROCERY COMPANY	36700	1389 B BARROW ST	
BUTT H E GROCERY COMPANY	36700	2998 S 14TH ST	
~~CITY OF ABILENE~~	~~76011~~	~~3101 S 13TH ST~~	
Confidential Owner	11200	1373 SAMMONS ST	
DULIN DIANNE FLINT	10959	1357 SAMMONS ST	F
GGTPF LLC	76382	3118 COLLEGE ST	F
GGTPF LLC	76255	3110 COLLEGE ST	F
GGTPF LLC	75886	3109 S 13TH ST	
GIGATT LLC	1017315	1390 BARROW ST	F
GREEN MORGAN D & CYNTHIA	10598	1374 SAMMONS ST	
HAGEMANN ALICE VELASQUEZ	11930	1358 BARROW ST	F(applicant)
HOBBS RANDY & TERI	11796	1366 BARROW ST	
IMPACT GROUP EQUITIES LLC	75753	3117 S 13TH ST	
KNIFFEN STEPHEN B ETAL	11074	1365 SAMMONS ST	F
LOFTIN JEFF	76501	3126 COLLEGE ST	
MARTINEZ VOLA IRENE MONTEZ	76750	3142 COLLEGE ST	
PARK CHOONG DEUK	76138	3102 COLLEGE ST	F
PATTERSON PAUL F JR	43683	3132 S 14TH ST	

PATTERSON PAUL F JR	43683	3136 S 14TH ST	
PATTERSON PAUL F JR	43683	3134 S 14TH ST	
PATTERSON PAUL F JR	43683	3130 S 14TH ST	
PRUITT STEVE	75625	3125 S 13TH ST	F
TEDFORD MARSHALL & SUSAN E	10841	1358 SAMMONS ST	
TEXAS MIDWEST HOLDINGS LLC	10723	1366 SAMMONS ST	
WOMACK FRANCES	11651	1374 BARROW ST	

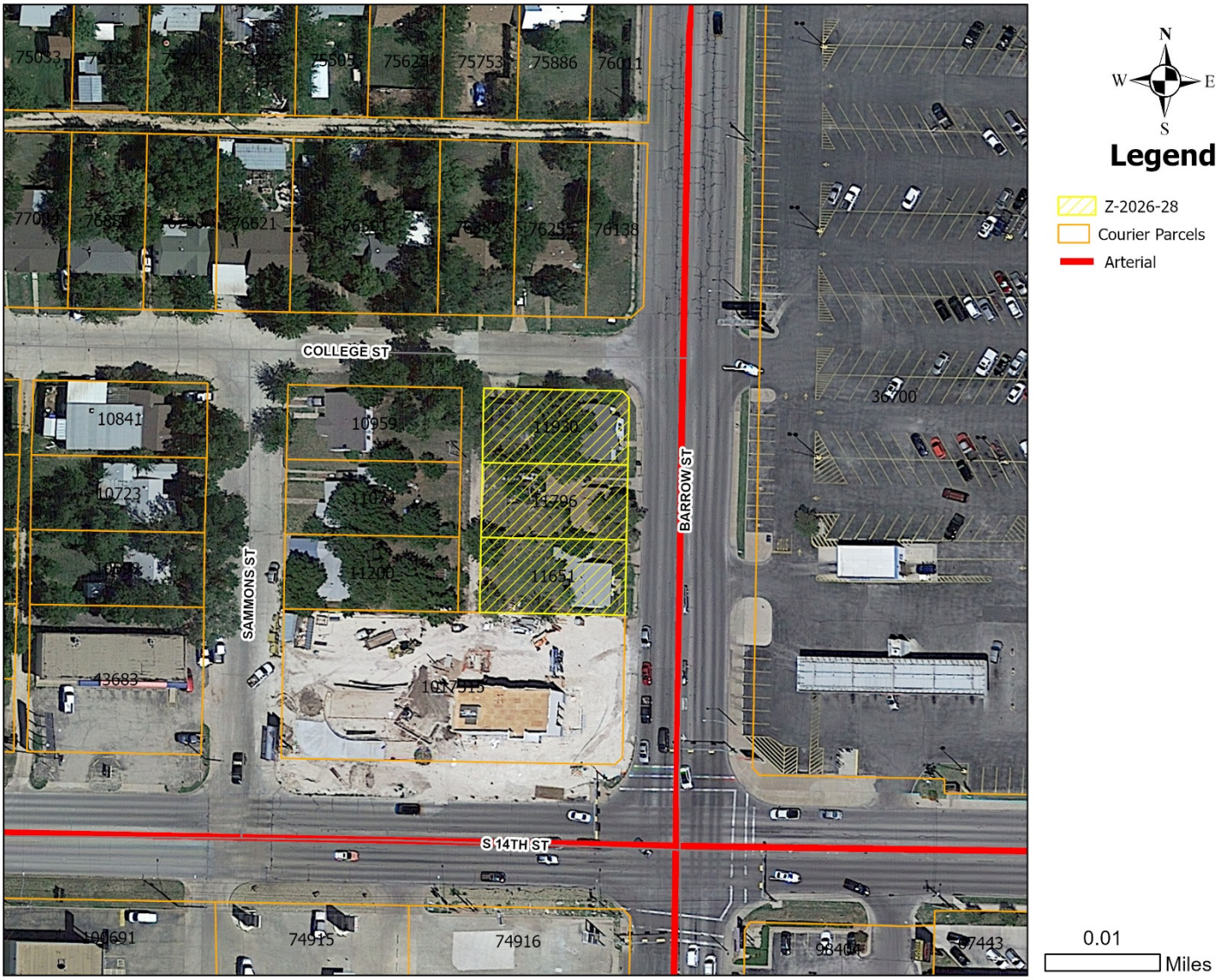
PROPERTY ID Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
GREEN MORGAN D & CYNTHIA	10598	1374 SAMMONS ST	
TEXAS MIDWEST HOLDINGS LLC	10723	1366 SAMMONS ST	
TEDFORD MARSHALL & SUSAN E	10841	1358 SAMMONS ST	
DULIN DIANNE FLINT	10959	1357 SAMMONS ST	F
KNIFFEN STEPHEN B ETAL	11074	1365 SAMMONS ST	F
Confidential Owner	11200	1373 SAMMONS ST	
WOMACK FRANCES	11651	1374 BARROW ST	
HOBBS RANDY & TERI	11796	1366 BARROW ST	
HAGEMANN ALICE VELASQUEZ	11930	1358 BARROW ST	F
BUTT H E GROCERY COMPANY	36700	1365 BARROW ST	
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BUTT H E GROCERY COMPANY	36700	1389 BARROW ST	
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GGTPF LLC	75886	3109 S 13TH ST	
~~CITY OF ABILENE~~	~~76011~~	~~3101 S 13TH ST~~	
PARK CHOONG DEUK	76138	3102 COLLEGE ST	F
GGTPF LLC	76255	3110 COLLEGE ST	F
GGTPF LLC	76382	3118 COLLEGE ST	F
LOFTIN JEFF	76501	3126 COLLEGE ST	
BEST WINSTON O'NEAL	76621	3134 COLLEGE ST	
MARTINEZ VOLA IRENE MONTEZ	76750	3142 COLLEGE ST	
GIGATT LLC	1017315	1390 BARROW ST	F

NOTIFICATION MAP

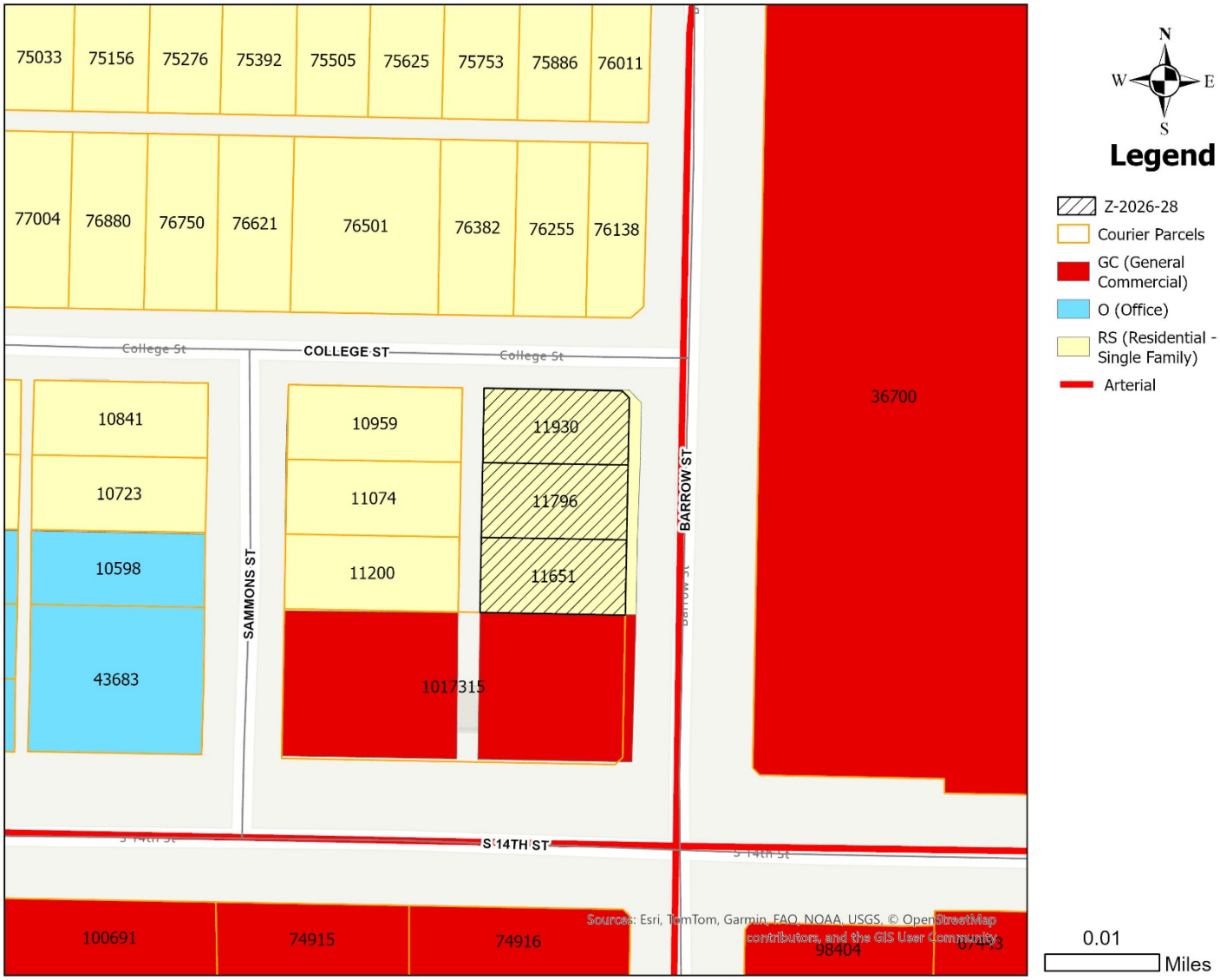


LOCATION MAP

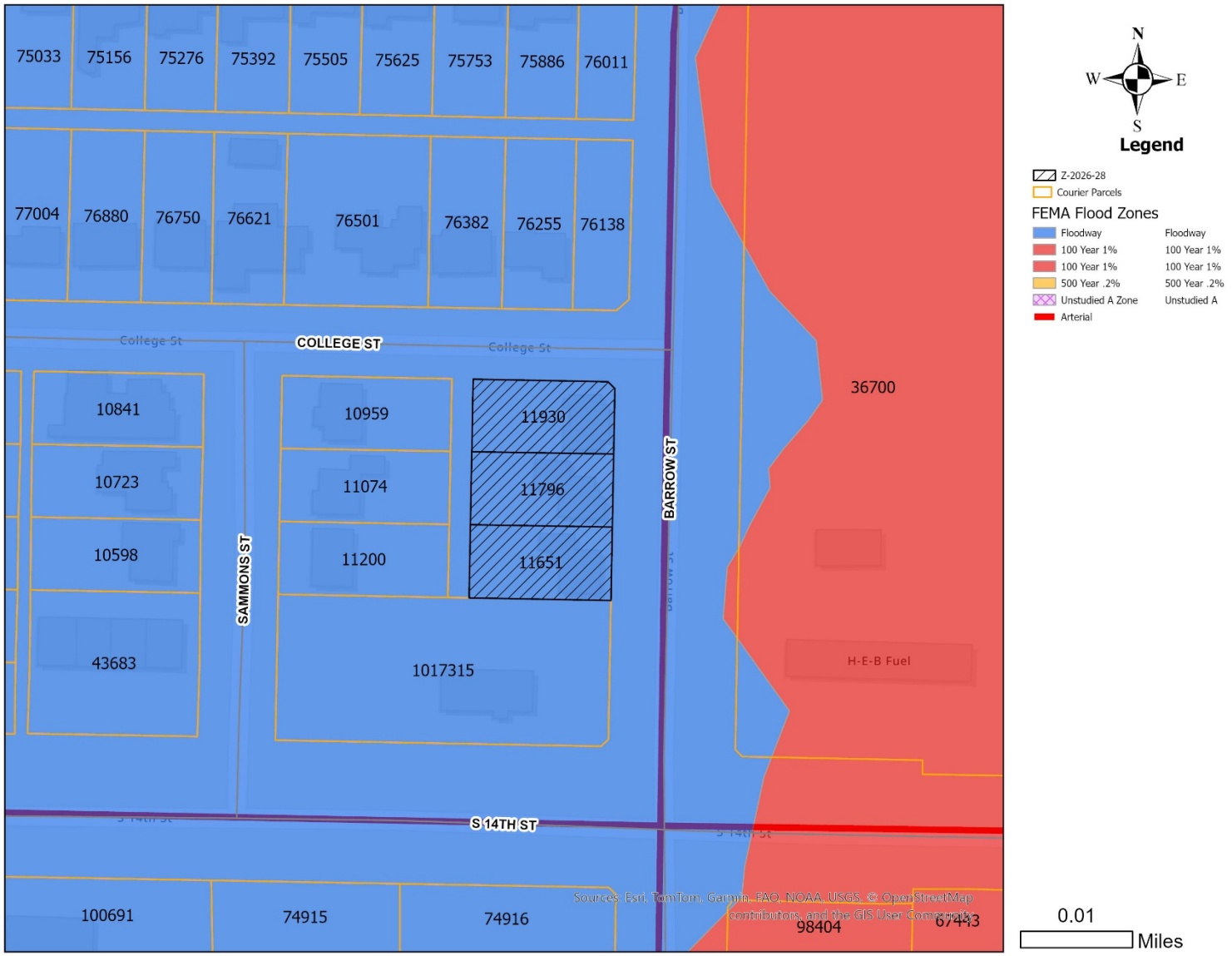


Case # Z-2026-28
April 20, 2026

ZONING MAP


75033
75156
75276
75392
75505
75625
75753
75886
76011
77004
76880
76750
76621
76501
76382
76255
76138
College St
COLLEGE ST
College St
10841
10723
10598
43683
SAMMONS ST
10959
11074
11200
11930
11796
11651
1017315
BARROW ST
36700
S 14TH ST
100691
74915
74916
98404
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
N
W
E
S
Legend
Z-2026-28
Courier Parcels
GC (General Commercial)
O (Office)
RS (Residential - Single Family)
Arterial
0.01
Miles

FLOOD MAP


75033
75156
75276
75392
75505
75625
75753
75886
76011
77004
76880
76750
76621
76501
76382
76255
76138
College St
COLLEGE ST
College St
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11796
11651
SAMMONS ST
BARROW ST
36700
H-E-B Fuel
S 14TH ST
100691
74915
74916
98404
67443
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, & OpenStreetMap contributors, and the GIS User Community
N
W
E
S
Legend
Z-2026-28
Courier Parcels
FEMA Flood Zones
Floodway
100 Year 1%
100 Year 1%
500 Year .2%
Unstudied A Zone
Arterial
Floodway
100 Year 1%
100 Year 1%
500 Year .2%
Unstudied A
0.01
Miles

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-28

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your name and address. Please mail the response form to:

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

APR 28 PM 2:32

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

Requestor's Property Zoning:	RS-6	Your Name:	DULIN DIANNE FLINT	I am in favor ☑
Requestor's Proposed Zoning:	GC	Your Address:	1357 SAMMONS ST	
Requestor's Parcel ID:	11930 11796 11651	Your Parcel ID:	10959	I am opposed ☐

Signature: Dianne F. Dulin

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-28

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

MAY 28 AM 9:00

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

Requestor's Property Zoning:	RS-6	Your Name:	GGTPF LLC	I am in favor ☑
Requestor's Proposed Zoning:	GC	Your Address:	3118 COLLEGE ST	
Requestor's Parcel ID:	11930 11796 11651	Your Parcel ID:	76382	I am opposed ☐

Signature: mi Parks

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-20

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your name and address. Please mail the response form to:

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

MAY 28 AM 9:00

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

Requestor's Property Zoning: RS-6

Requestor's Proposed Zoning: GC

Requestor's Parcel ID: 11930
11796
11651

Your Name: GGTPF LLC

Your Address: 3110 COLLEGE ST

Your Parcel ID: 76255

I am in favor ☑

I am opposed ☐

Signature: _____

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-28

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

JUN 3 AM10:0

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

Requestor's Property Zoning:	RS-6	Your Name:	GIGATT LLC	I am in favor ☒
Requestor's Proposed Zoning:	GC	Your Address:	1390 BARROW ST	
Requestor's Parcel ID:	11930 11796 11651	Your Parcel ID:	1017315	I am opposed ☐

Signature: Rudolph Lewis, MANAGING MEMBER GIGATT LLC

CITY OF ABILENE TEXAS

HAGEMANN ALICE VELASQUEZ
624 WOODACRE DR
GRAND PRAIRIE, TX 75052-6142

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2026-28

April 15, 2026

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **May 5, 2026, at 1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The owner or the owner's agent is requesting to change the zoning of approximately 1.21 acres from Residential Single-Family (RS-6) to General Commercial (GC). Located at 1358, 1366, and 1374 Barrow St. Legal description being B F Horn Subdivision of Harris, Block E, Lot 10, Lot W 100.20' of Lot 9, and Lot 8, City of Abilene, Taylor County, Texas.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law.

The area highlighted on the map by striped lines is being considered for a zone change. The solid boundary line surrounding the highlighted area is a state-mandated 200' notification area. You are receiving this letter because your address is located within this notification area.

If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for a final reading with a public hearing on **June 11, 2026, at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Clarissa Ivey at 325-676-6237 or by email address planning@abilenetx.gov

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ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-28

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

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

Requestor's Property Zoning:	RS-6	Your Name:	HAGEMANN ALICE VELASQUEZ	I am in favor ☒
Requestor's Proposed Zoning:	GC	Your Address:	1358 BARROW ST	
Requestor's Parcel ID:	11930 11796 11651	Your Parcel ID:	11930	I am opposed ☐

Signature: Alice V. Hagemann

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-28

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your name and address. Please mail the response form to:

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

APR 28 AM 10:25

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

Requestor's Property Zoning:	RS-6	Your Name:	KNIFFEN STEPHEN B ETAL	I am in favor ☑
Requestor's Proposed Zoning:	GC	Your Address:	1365 SAMMONS ST	
Requestor's Parcel ID:	11930 11796 11651	Your Parcel ID:	11074	I am opposed ☐

Signature: Stephen B Kniffen

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-28

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your name and address. Please mail the response form to:

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

NOV 26 PM12:09

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

Requestor's Property Zoning:	RS-6	Your Name:	KNIFFEN STEPHEN B ETAL	I am in favor ☒
Requestor's Proposed Zoning:	GC	Your Address:	1365 SAMMONS ST	
Requestor's Parcel ID:	11930 11796 11651	Your Parcel ID:	11074	I am opposed ☐

Signature: Stephen Kniffen

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-28

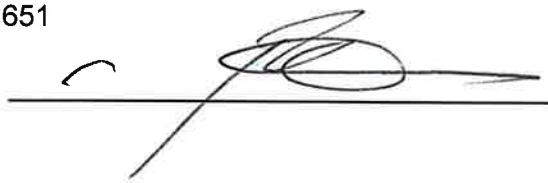
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Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

MAY 28 AM 9:00

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

Requestor's Property Zoning:	RS-6	Your Name:	PARK CHOONG DEUK	I am in favor ☑
Requestor's Proposed Zoning:	GC	Your Address:	3102 COLLEGE ST	
Requestor's Parcel ID:	11930 11796 11651	Your Parcel ID:	76138	I am opposed ☐

Signature: 

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-28

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

JUN 2 AM 8:01

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

Requestor's Property Zoning:	RS-6	Your Name:	PRUITT STEVE	I am in favor ☑
Requestor's Proposed Zoning:	GC	Your Address:	3125 S 13TH ST	
Requestor's Parcel ID:	11930 11796 11651	Your Parcel ID:	75625	I am opposed ☐

Signature: Steve Pruitt

REZONE REQUEST

Case:	Z-2026-28
Owner:	Alice Velasquez Hangemann, Frances Womack, Teri & Randy Hobbs
Agent:	Jack Oduro
Request:	Change the zoning of approximately 0.36 acres from Residential Single Family (RS-6) to General Commercial (GC).
Location:	1358, 1366, and 1374 Barrow St
Notification:	8 in Favor, 0 in Opposition
Planning & Zoning:	June 2, 2026
Council Hearing:	June 25, 2026
	July 9, 2026

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

PROPERTY VIEWS







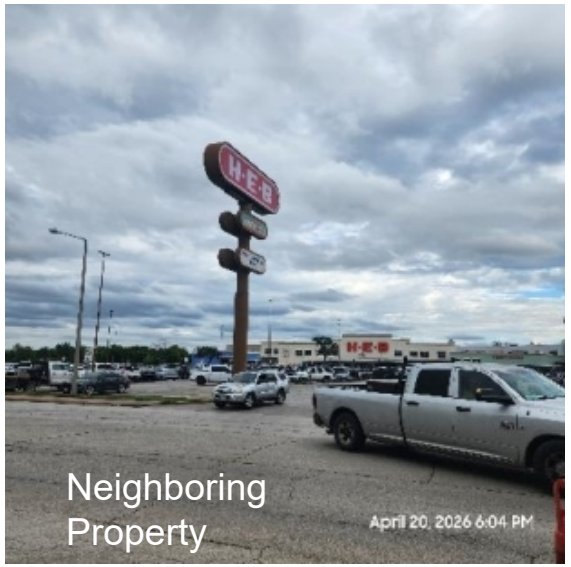
CITY OF ABILENE TEXAS

NEIGHBORING 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

LEGEND

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

CITY OF ABILENE TEXAS

USES IN GENERAL COMMERCIAL ZONING

RESIDENTIAL USES:

P	Hotel/Motel
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

P	Civic, Social, and Fraternal Organization
P	Cultural Facilities
P	Drive-in Theater
P	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)
P	Recreation and Commercial Entertainment – Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
P	Fire/Police Station
C	Homeless/Emergency Shelter
P	Hospital
P	Medical/Dental Laboratory
P	Post Office
C	Rehabilitation Facility
P	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Arts School
C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	Day-Care Operation - Center-Based
P	Educational and Scientific Research
P	School: Public/Private
P	Trade/Business School
P	University/College

SERVICE:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

TRADE – WHOLESALE USES:

C	Wholesaling and Storage (indoor)

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

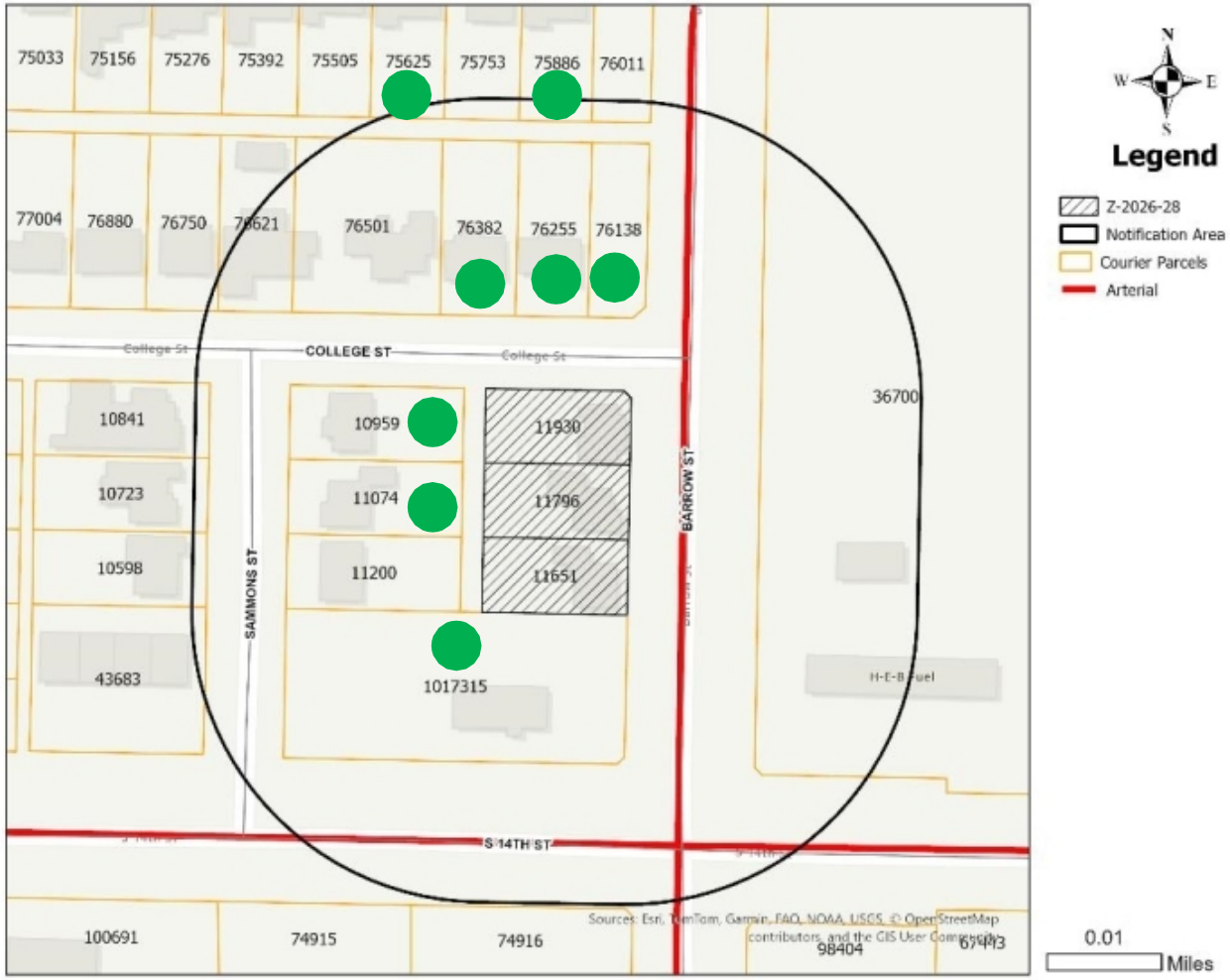
C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility

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

NOTIFICATION AREA MAP



8 - 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 recommends **approval.**

CITY OF ABILENE TEXAS

Questions?

CITY COUNCIL MEMORANDUM
7/9/2026

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

ITEM: **15. Ordinance (Final Reading) Z-2026-30: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Amend the Terms and Conditions of a Planned Development District (PDD-149). Specifically, to Allow Residential Medium Density (MD) and Patio Home (PH) Uses. Located at 3626 Vogel Avenue. *(Tim Littlejohn)***

GENERAL INFORMATION

The purpose of Planned Development District 149 (PDD-149) is to allow for general retail development and related activities, including self-storage warehousing. The proposed amendment to the PDD to allow residential development at a higher density is consistent with planning principles and supports the creation of a transitional neighborhood between the existing commercial uses and the single-family residential development located to the east. The applicant requested a 15' garage set-back and no buffer requirement. P&Z is recommending a 20' garage set-back and a buffer in between tracks 1 and 2 by a vote of 7-0.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends **approval with the following conditions:**

* The garage setback is kept at 20 feet minimum as the 2 off-street parking spaces are required with minimum dimensions of 9 feet wide by 18 feet deep.
* Keep the Type A buffer between Medium Density (MD) zoning and any lower intensity residential district.
* Sidewalks are required to promote walkability.

ATTACHMENTS:

1. ordinance (P&Z recommended)
2. Redline(applicant requested) (1)
3. Staff Report
4. Concept Plan
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, CONCERNING PDD-149 AND ORDINANCE 16-2015; 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 25th day of June 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 15th day of May, 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 July, 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 July, 2026.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, MAYOR

APPROVED:

_____

Stanley Smith, CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

PART 1: *Land Title.* Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in possession of the owner thereat his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: *Development Specifications.* All development in the Planned Development shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development, which are hereby incorporated by reference and included as part of this ordinance. All use and development within the Planned Development must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 3: *Building Specifications.* All structures in the herein said Planned Development shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: *Zoning.* That Chapter 23, Abilene Municipal Code, part known as the Land Development Code of the City of Abilene, is hereby further amended by changing the regulations within the Planned Development District boundaries, as hereinafter set forth in PART 6 and 7. 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.

PART 5: *Legal Description.*

BEING 6.028 acres of land out of a tracts of land, formerly the CONTINUATION OF NORTHWOOD ADDITION to the City of Abilene, Taylor County, Texas as shown on the plat thereof recorded in Plat Cabinet 2, Slide 83-A, Plat Records, Taylor County, Texas, and a replat of Lot 22, Block C of said CONTINUATION OF NORTHWOOD ADDITION, both platted tracts previously vacated by City of Abilene Resolution No. 2125-16 (1986) and Resolution No. 2125- 14 (1986), respectively. Said 6.028 acres of land being more particularly described as follows:

BEGINNING at a found 3/8-inch rebar rod in concrete marking the intersection of the southerly right-of-way line of Interstate Highway 20 (IH20) with the west right-of-way line of Bel Air Drive (60 feet wide) which is shown on said plat of said CONTINUATION OF NORTHWOOD ADDITION to said City of Abilene, and said point being the beginning of a curve to the right in said Bel Air Drive right-of-way line, with said curve having a radius of 70.00 feet, a delta angle of 43º18'35", an arc length of 52.91 feet, and subtended by a chord with bearing and length of S20º27'25"E 51.66 feet;

THENCE along said westerly right-of-way line of Bel Air Drive, said curve to the right, a distance of 52.91 feet (said arc length) to a found 3/8-inch rebar rod in concrete marking the end of said curve;

THENCE S01°06'23"W 461.04 feet, continuing along said westerly right-of-way line, to a found 1/2-inch rebar rod with cap stamped "4130" marking the most easterly southeast corner of this described tract, same being the northeast corner of Lot 8 of said Block B of said CONTINUATION OF NORTHWOOD ADDITION;

THENCE N88°51'24"W 136.66 feet along the north line of said Lot 8 to a found 5/8-inch rebar rod marking the northwest corner of said Lot 8 and being an interior corner of this described tract;

THENCE S27°27'45"W 37.75 feet along the westerly line of said Lot 8 to a found 1/2-inch rebar rod marking the common corner of said Lot 8 and Lot 9 of said Block B;

THENCE S31°57'53"W 292.70 feet along the westerly lines of said Lot 9 and of Lots 10-12 of said Block B to a found 5/8-inch rebar rod marking the southwest corner of said Lot 12 and the northwest corner of Lot 13 of said Block B;

THENCE S16°11'57"W 102.56 feet along the westerly line of said Lot 13 to a found 1/2-inch capped rebar rod in the north right-of-way line of Vogel Street (60 feet wide) marking the southwest corner of said Lot 13 and being the most southerly southeast corner of this described tract;

THENCE N89°15'10"W 173.42 feet along said north right-of-way line to a found "X" in concrete near the center of a concrete drainage flume, and said "X" in concrete marking the southwest corner of this described tract and the southeast corner of Lot 1, Block A, SITZES BROTHERS ADDITION, City of Abilene, Taylor County, Texas as shown on the plat thereof recorded in Plat Cabinet 4, Slide 260 of said plat records;
THENCE N00°50'26"W 438.84 feet along the west line of this described tract, same being the east line of said Lot 1, Block A and the approximate center of said concrete drainage flume, to a found "X" in concrete;
THENCE N43°04′58"E 98.96 feet along said west line of this described tract, same being said east line of said Lot 1, Block A, and along the approximate center of said concrete drainage flume to a found "X" in concrete in said southerly rightof-way line of IH20 marking the northwest corner of this described tract and the northeast corner of said Lot 1, Block A, and said point marking the beginning of a curve to the left in said southerly right-of-way line, with said curve having a radius of 1251.90 feet, a delta angle of 28°44'31", an arc length of 628.00 feet, and subtended by a chord with bearing and length of N56°02'11"E 621.44 feet;
THENCE Northeasterly along said curve to the left, and said southerly right-of-way line, and the northerly line of this described tract, a distance of 628.00 feet (said arc length) to said POINT OF BEGINNING and containing 6.028 acres of land or 262,599 square feet, more or less.

PART 6: *Purpose.* The purpose of the Planned Development Amendment is to modify the existing PD to allow residential development.

Amendment 1: Allow development of residential medium density (Tract 1) along Vogel Street and patio homes along Bel Air Drive (Tract 2), illustrated in the concept plan Exhibit “B”.

PART 7: *Specific Modifications.* This Planned Development shall be subject to the requirements of the Original Ordinance (16-2015) except as modified below:

Amendment 1:

Tract 1 – This Planned Development District shall be subject to the requirements of the Residential Medium Density (MD) zoning district.

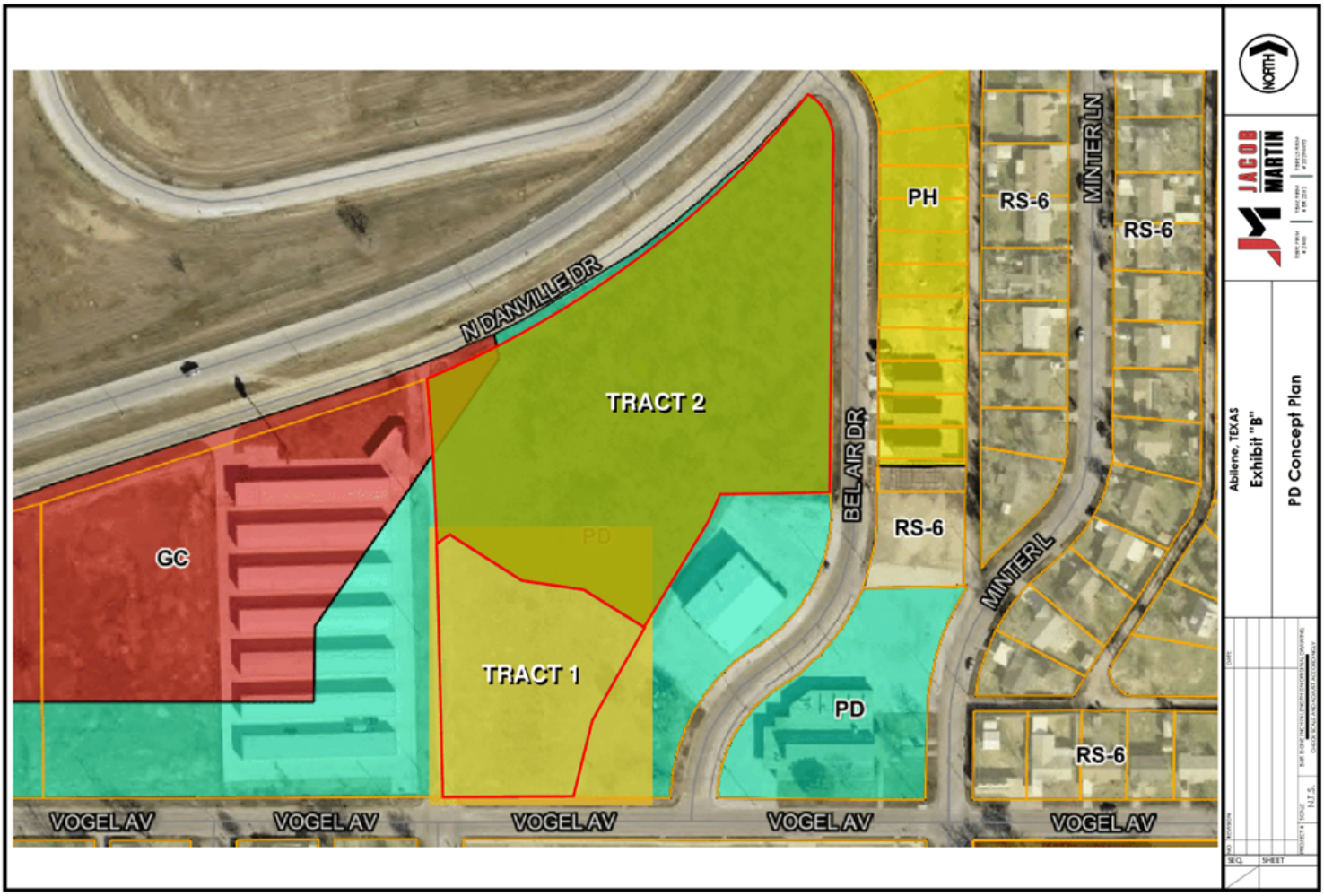
Tract 2 – This Planned Development District shall be subject to the requirements of the Patio Home (PH) zoning district, except as modified below:

- Minimum Lot Area: 3,000 square feet
- Minimum Lot Width: 35 feet
- Minimum Lot Depth: 95 feet
- Minimum Front Setback: 15 feet
- Minimum Garage Setback: 20 feet
- Minimum Side Setback: 5 feet

“Type A’ buffer between Medium Density zoning and any lower intensity residential district.

Sidewalks required within the Planned Development to promote walkability.

ORDINANCE NO. _____
EXHIBIT B



END

ORDINANCE NO. 16-2015

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-149 A PLANNED DEVELOPMENT; 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 I: That Chapter 23, part known as 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 pw1ished by a fine of not more than Five Hundred Dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 26th day of March A.D. 2015.

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 . 2015, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 p.m., on the day of April, 2015, 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 SECOND AND FINAL READING THIS 9th day of April, A.D. 2015.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. 16-2015

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in possession of the owner thereat his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development, which are hereby incorporated by reference and included as part of this ordinance. All use and development within the Planned Development must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

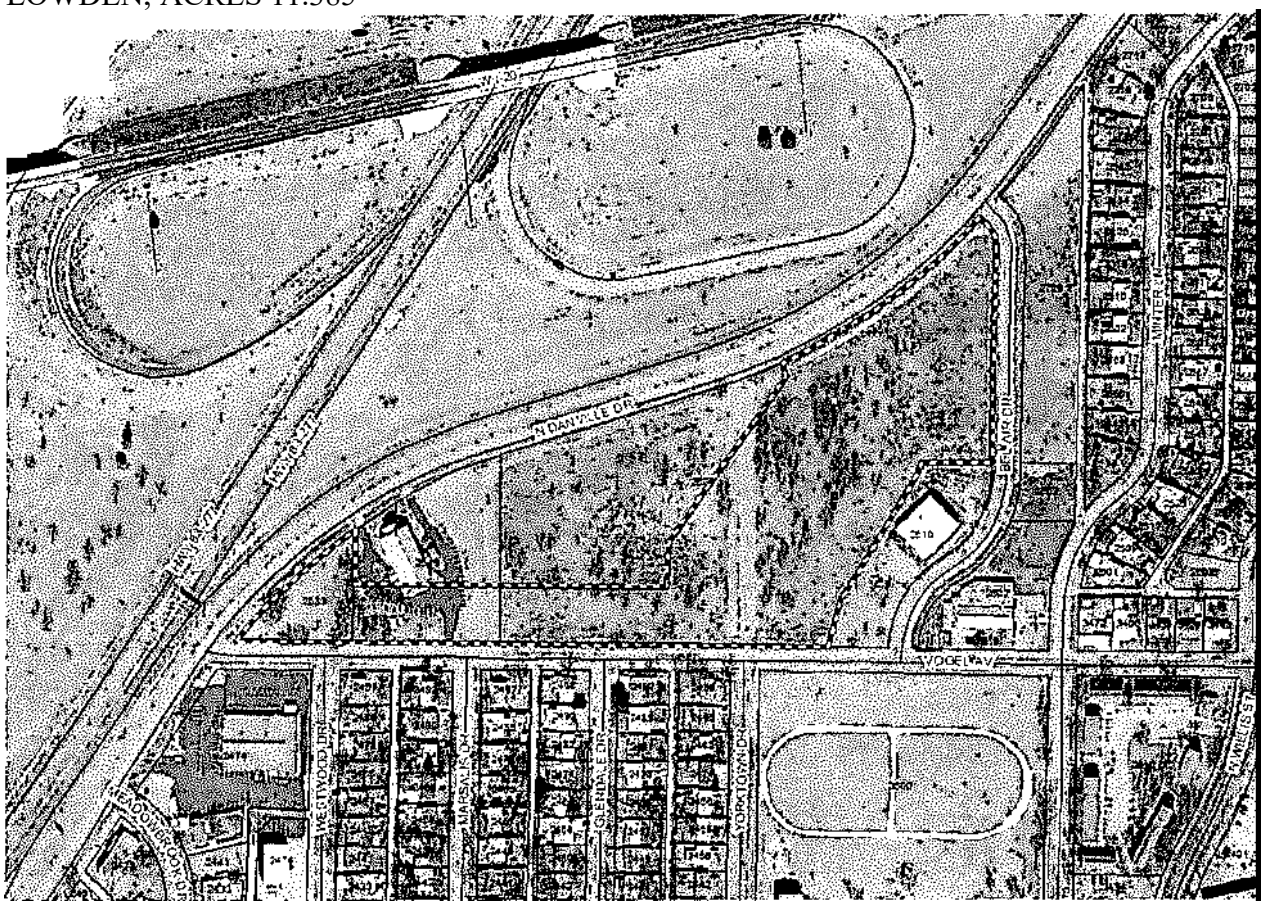
PART 3: Building Specifications. All structures in the herein said Planned Development shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Abilene Municipal Code, part known as the Land Development Code of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From RS-6 (Single-Family Residential) to PD (Planned Development) zoning.

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.

PART 5: Legal Description. The legal description of this PD is as follows:

A0231 SUR 85 JAMES R SHIPMAN, TRACT 8 STEFFENS & LOWDEN, ACRES 0.72
A portion of BIBLE CHAPEL ADON, BLOCK A, LOT I, ACRES 2.18
A portion of A0231 SUR 85 JAMES R SHIPMAN, TRACT W PT OF 7 STEFFENS & LOWDEN, ACRES 11.385



Location:
2533 N. Danville Dr and portions of 2549 & 2625 N. Danville Dr.

PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for general retail development and related activities to include self-storage warehousing.

Add: As well to allow development of residential medium density (Tract 1) along Vogel Street and patio homes along Bel Air Drive (Tract 2), illustrated in the concept plan Exhibit "B".

PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the GR (General Retail) zoning district, except as modified below:

1) **ADDITIONAL PERMITTED USE:** The 'storage - self-service units' use shall be permitted.

Add:

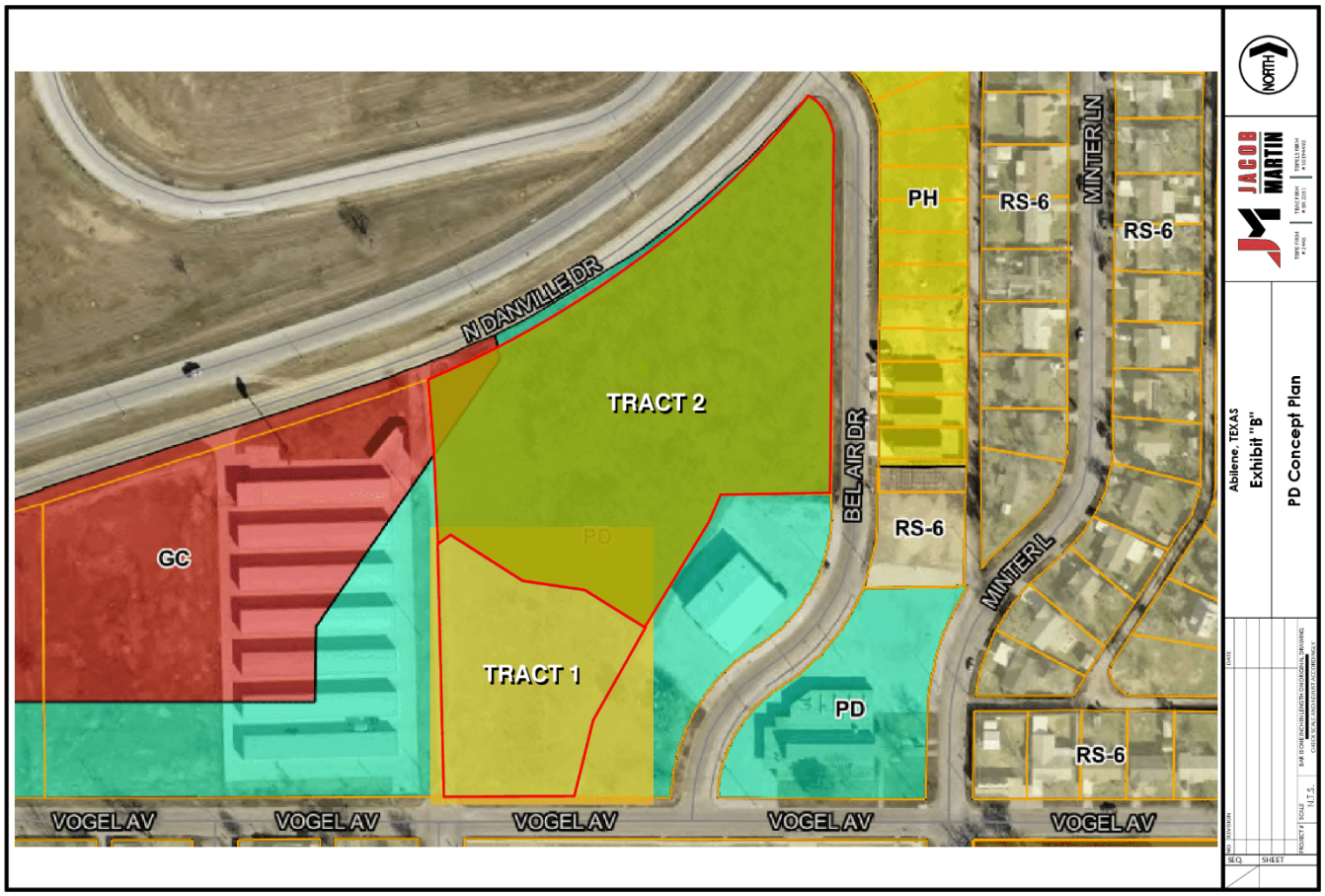
Tract 1 – This Planned Development District shall be subject to the requirements of the Residential Medium Density (MD) zoning district, except as modified below:

- Standard Buffers not Required

Tract 2 – This Planned Development District shall be subject to the requirements of the Patio Home (PH) zoning district, except as modified below:

- Minimum Lot Area: 3,000 square feet
- Minimum Lot Width: 35 feet
- Minimum Lot Depth: 95 feet
- Minimum Front Setback to Include Garage Setback: 15 feet
- Minimum Side Setback: 5 feet

EXHIBIT “B”



-END-

ZONING CASE
Z-2026-30
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: June 2, 2026
City Council 1st Reading: June 25, 2026
City Council 2nd Reading: July 9, 2026

Applicant
Owner: Chase Kiser
Agent: Jacob & Martin LLC

Case Manager
Clarissa Ivey – Planner

Request
Amend the terms of Planned Development District 149 (PDD-149) to allow residential Medium Density (MD) and Patio Home (PH) uses.

Location
3626 Vogel Avenue.
Legal Description Being 6.028 Acres Out of a Tract of Land, Formerly the Continuation of Northwood Addition, Abilene, Taylor County, Texas.

Background
The purpose of Planned Development District 149 (PDD-149) is to allow for general retail development and related activities, including self-storage warehousing. The proposed amendment to the PDD to allow residential development at a higher density is consistent with planning principles and supports the creation of a transitional neighborhood between the existing commercial uses and the single-family residential development located to the east.

Specific Modifications
Tract 1 – This Planned Development District shall be subject to the requirements of the Residential Medium Density (MD) zoning district, except as modified below:

- Standard Buffers not required

Tract 2 – This Planned Development District shall be subject to the requirements of the Patio Home (PH) zoning district, except as modified below:

- Minimum Lot Area: 3,000 square feet
- Minimum Lot Width: 35 feet
- Minimum Lot Depth: 95 feet
- Minimum Front Setback to Include Garage Setback: 15 feet
- Minimum Side Setback: 5 feet

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North		Interstate
East	PDD -149/PH	Church / Residential
South	RS-6	School
West	PDD -149/GC	Self-Storage

Criteria Assessment
Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan, as amended.

The proposed amendment would be consistent with the Comprehensive Plan and Future Land Use Map.

(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 change is appropriate in the immediate area, as the proposed modification to the PDD uses moderate to high density residential as a transition between single family and commercial to the west.

(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.

Services and utilities are available. However, this property will be subject to plat review, and all required utilities will be addressed during these review processes.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

None known.

Planning and Zoning Commission Recommendation
P&Z recommends **approval with the following conditions:**

- The garage setback is kept at 20 feet minimum as the 2 off-street parking spaces are required with minimum dimensions of 9 feet wide by 18 feet deep.
- Keep the Type A buffer between Medium Density (MD) zoning and any lower intensity residential district.
- Sidewalks are required to promote walkability.

Attachments

- PowerPoint Presentation
- Concept Plan
- Original Ordinance

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 15, 2026, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER Legend: O - Opposed, F - In Favor

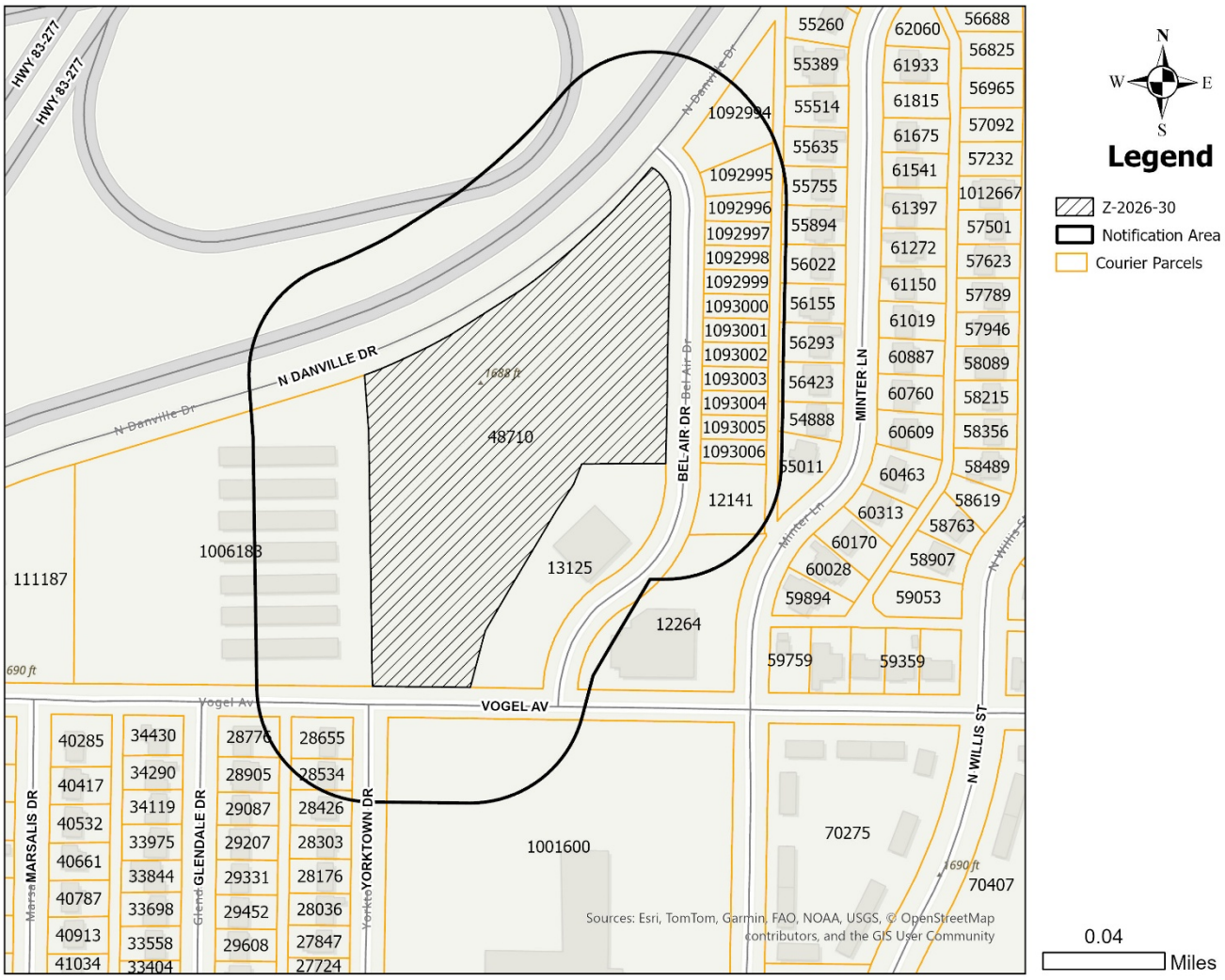
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE CUSTOM HOMES LLC	1092994	2577 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1092994	2573 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1093006		
ABILENE CUSTOM HOMES LLC	1093003	2547 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1093002	2551 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1093001	2553 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1093000	2557 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1092999	2561 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1092998	2563 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1092997	2565 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1092996	2569 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1092995	2571 BEL AIR DR	
ABILENE IND SCHOOL DIST	1001600	3600 SHERRY LN	
BELYEU TERESA A WENDT	28776	2497 GLENDALE DR	
CARREON ROXANNE	28534	2490 YORKTOWN DR	
CHAPPELL SHERYL DAWN	55755	2626 MINTER LN	
CORTEZ ALEJANDRO	28426	2482 YORKTOWN DR	
DAVILA MARGARET	56423	2550 MINTER LN	
DEMO DOG HOLDINGS LLC	28655	2498 YORKTOWN DR	
FAUGHT JOHNNY MARK	56022	2610 MINTER LN	
GEISLER MICHAEL A & CAROL L	56155	2602 MINTER LN	
KIEFER KATHLEEN I	55011	2534 MINTER LN	
MC COLLUM DEMETRA JEAN	55894	2618 MINTER LN	
MINTER LANE CHURCH	12141	2525 BEL AIR DR	
MINTER LANE CHURCH	12264	2502 MINTER LN	
MINTER LANE CHURCH	13125	2510 BEL AIR DR	
MONTOYA CARMEN GOMEZ	1093005	2541 BEL AIR DR	
NYIRAMAHIRWE VESTINE	56293	2558 MINTER LN	
SITZES NORTHWEST LP	1006183	2593 N DANVILLE DR	
SITZES NORTHWEST LP	48710	3626 VOGEL AV	
STOKES DALE G & SPRUILL ADELL	54888	2542 MINTER LN	
WOODARD STEPHEN	1093004	2545 BEL AIR DR	

PROPERTY ID Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
MINTER LANE CHURCH	12141	2525 BEL AIR DR	
MINTER LANE CHURCH	12264	2502 MINTER LN	
MINTER LANE CHURCH	13125	2510 BEL AIR DR	
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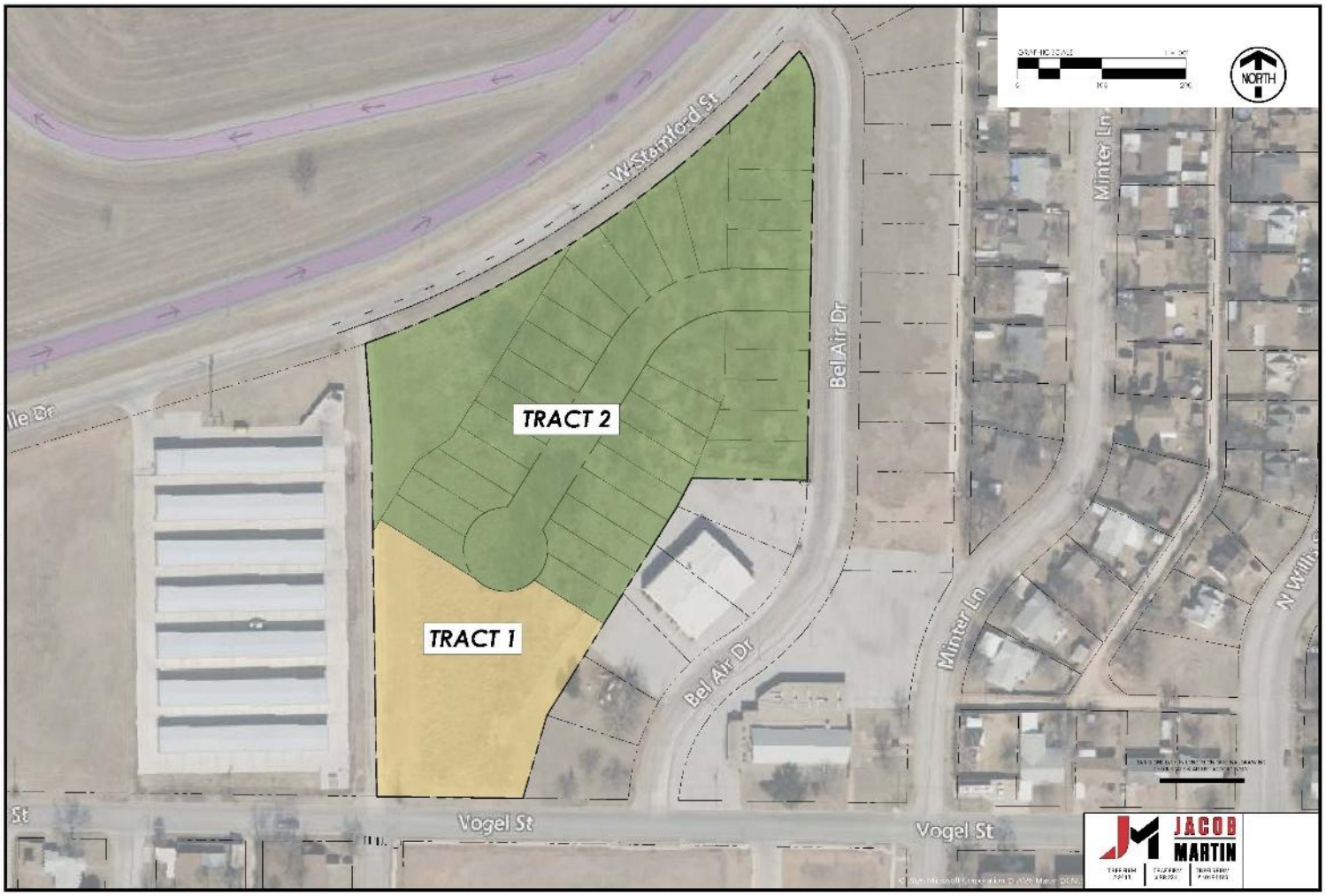
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ABILENE IND SCHOOL DIST	1001600	3600 SHERRY LN	
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ABILENE CUSTOM HOMES LLC	1092995	2571 BEL AIR DR	
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ABILENE CUSTOM HOMES LLC	1092997	2565 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1092998	2563 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1092999	2561 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1093000	2557 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1093001	2553 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1093002	2551 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1093003	2547 BEL AIR DR	
WOODARD STEPHEN	1093004	2545 BEL AIR DR	
MONTOYA CARMEN GOMEZ	1093005	2541 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1093006		

Notification Map

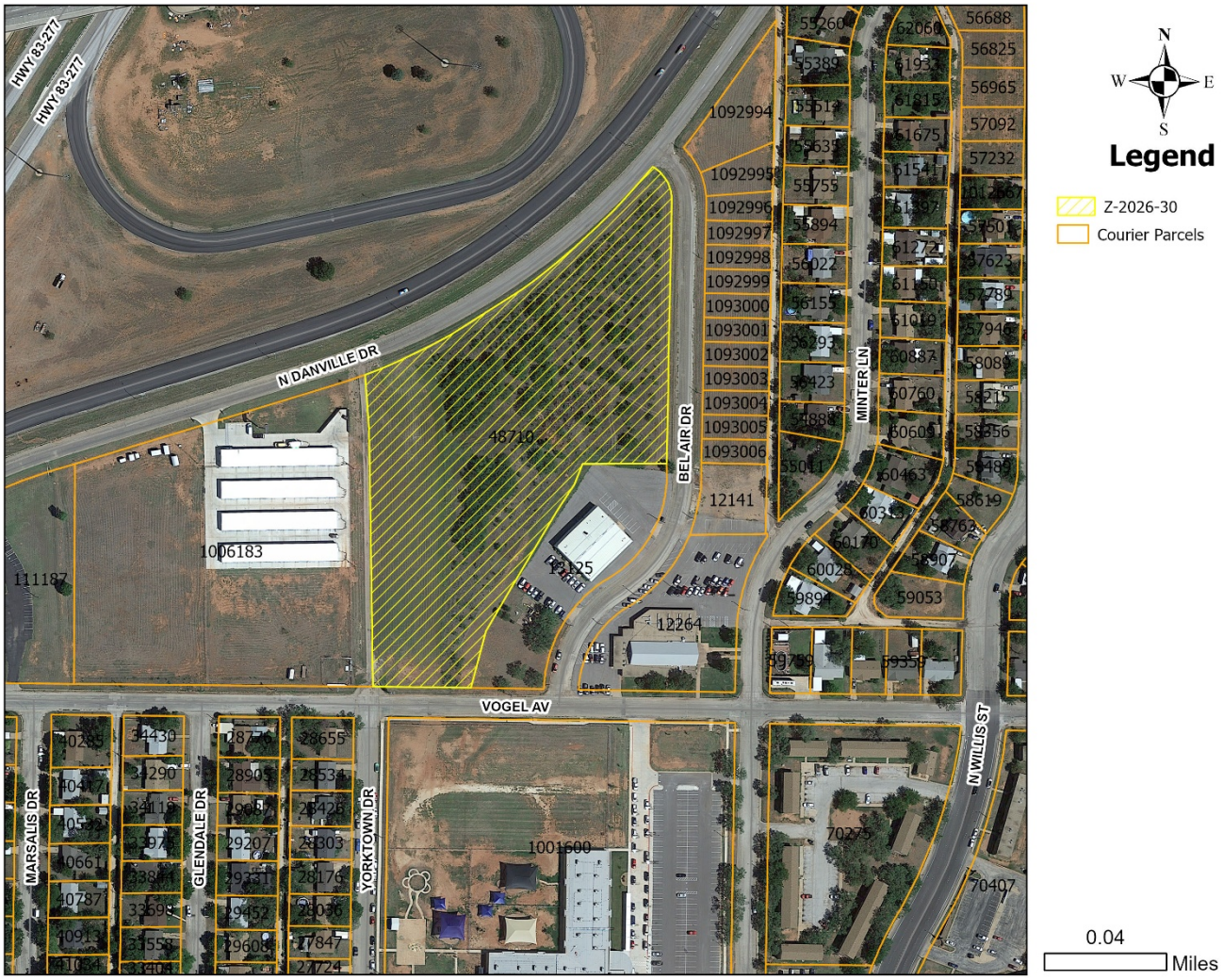


Case # Z-2026-30
May 15, 2026

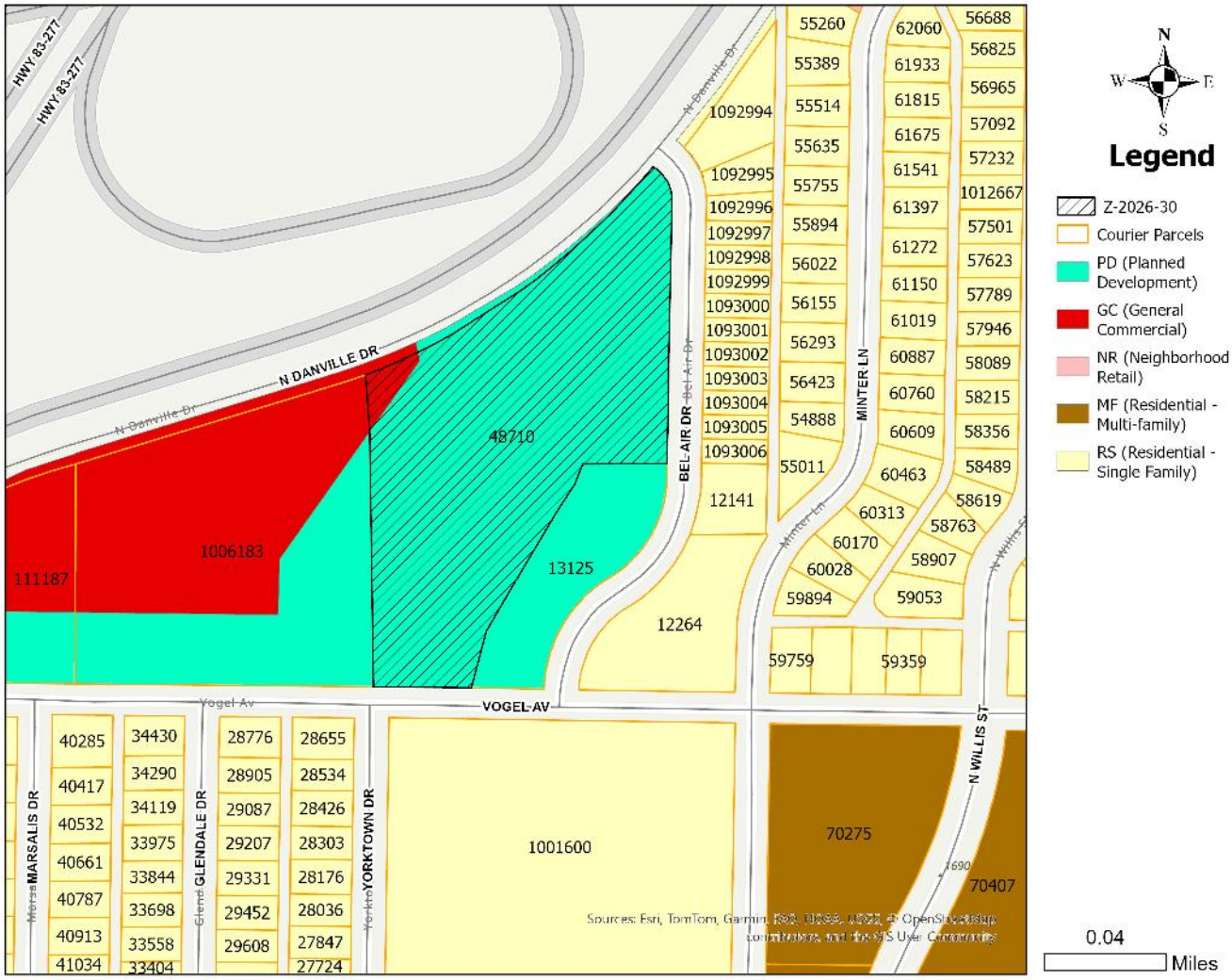
Concept Plan



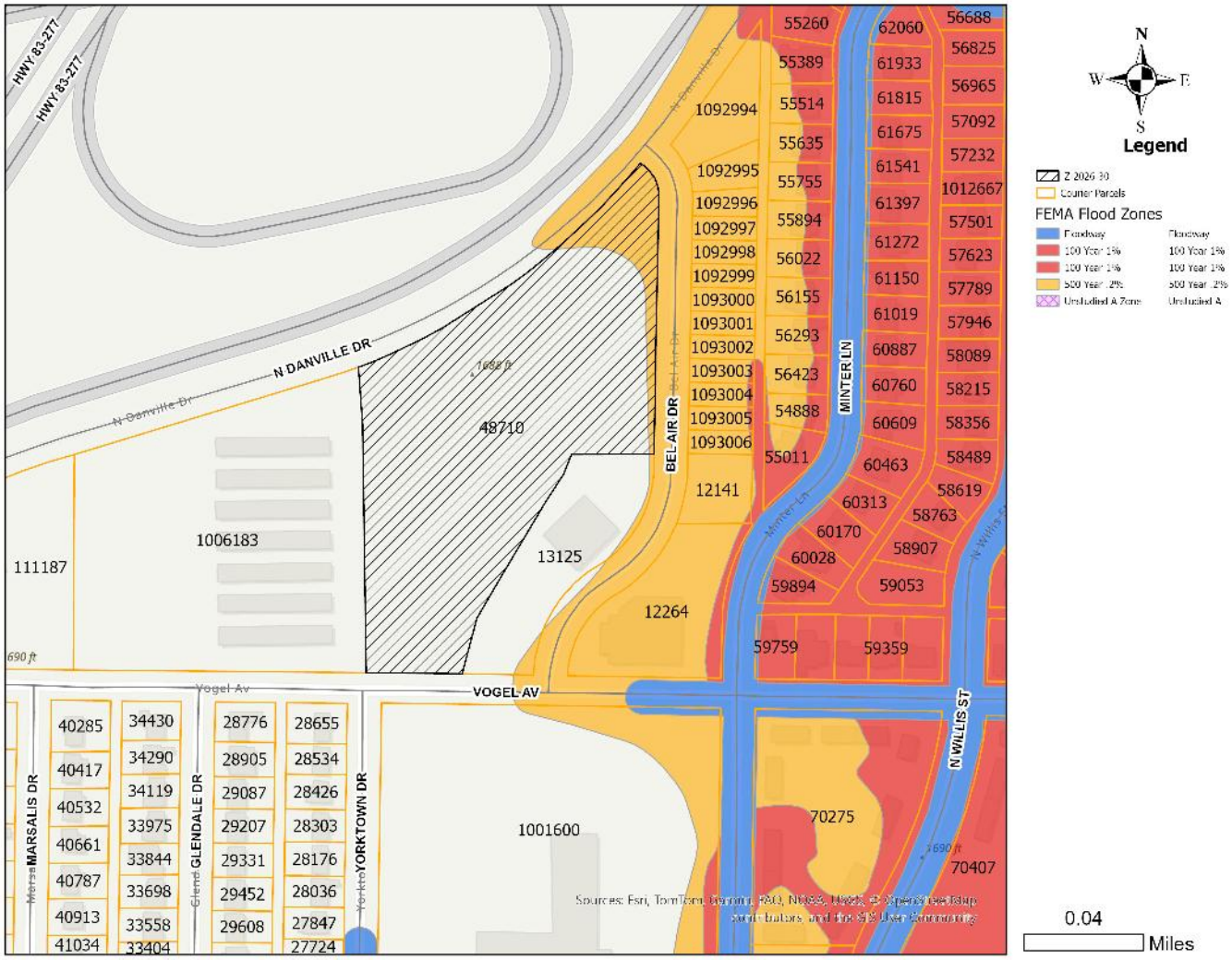
Location Map



ZONING MAP


HWY 83-277
N DANVILLE DR
N Danville Dr
BEL-AIR DR
MINTER LN
VOGEL AV
Vogel Av
N WILLIS ST
MARSALIS DR
GLENDALE DR
YORKTOWN DR
48710
1006183
111187
13125
12264
12141
1001600
70275
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27724
Sources: Esri, TomTom, Garmin, FAO, METI/NASA, USGS, and OpenStreetMap contributors, and the GIS User Community
N
W
E
S
Legend
Z-2026-30
Courier Parcels
PD (Planned Development)
GC (General Commercial)
NR (Neighborhood Retail)
MF (Residential - Multi-family)
RS (Residential - Single Family)
0.04
Miles

Flood Map



Case # Z-2026-30
May 15, 2026

GRAPHIC SCALE 1"=100'

0 100 200

NORTH

TRACT 2

TRACT 1

W Stanford St

Bel Air Dr

Winter Ln

Vogel St

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
CHECK SCALE & ADJUST ACCORDINGLY.

© 2026 Microsoft Corporation © 2026 Maxar ©CNES

JACOB MARTIN

TBPE FIRM # 2448 | TBAE FIRM # BR 2261 | TBPELS FIRM # 10194493

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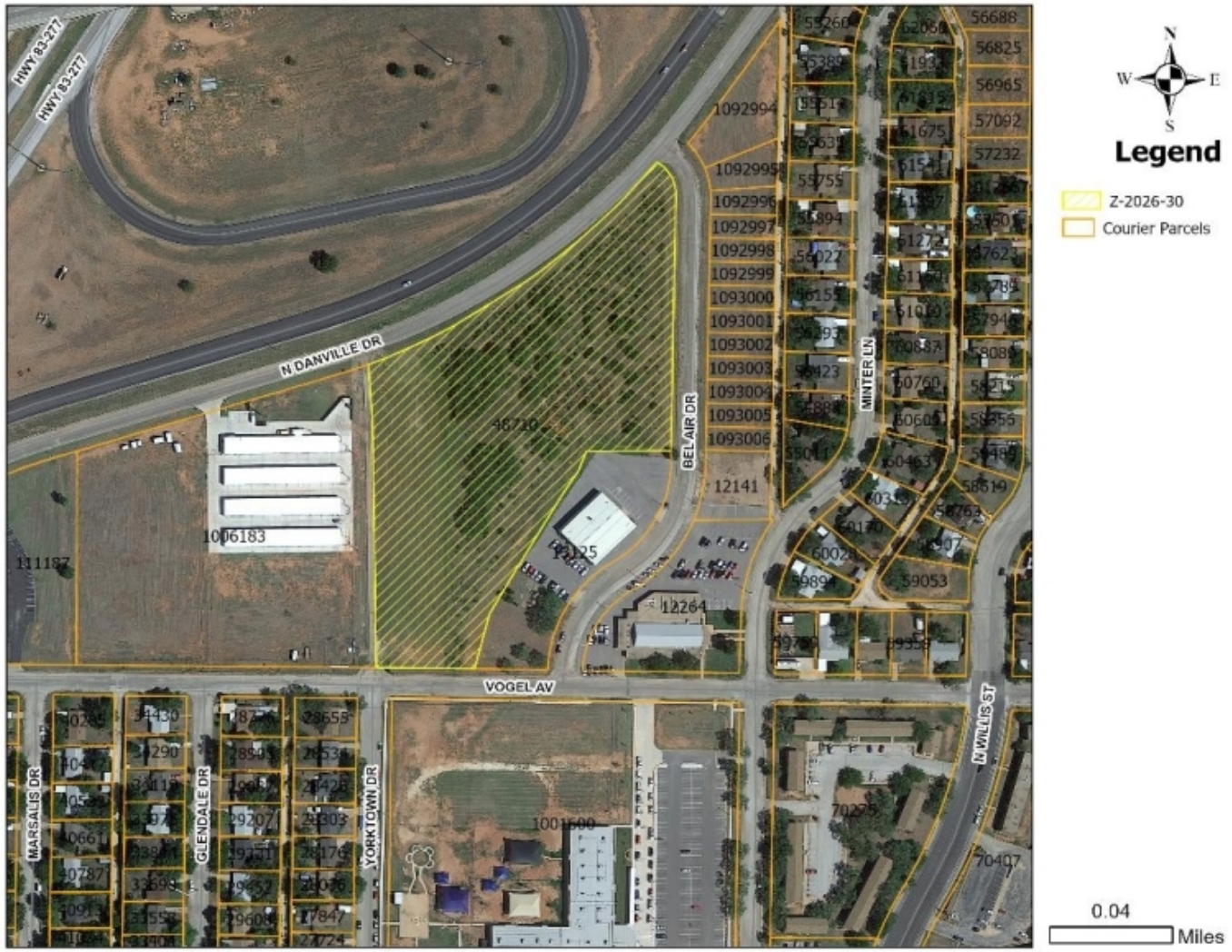
X:\CM_KD_Custom_Homes\26129 - Bel Air Residential Development - KD Custom Homes\Drafting_Basemaps\Stebzen\26129 - Stebzen - Public Improvements.dwg

REZONE REQUEST

Case:	Z-2026-30
Owner:	Chase Kiser
Agent:	Jacob & Martin LLC
Request:	Amend the terms of Planned Development District 149 (PDD-149) to allow residential Medium Density (MD) and Patio Home (PH) uses
Location:	3626 Vogel Ave
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	June 2, 2026
Council Hearing:	June 25, 2026
	July 9, 2026

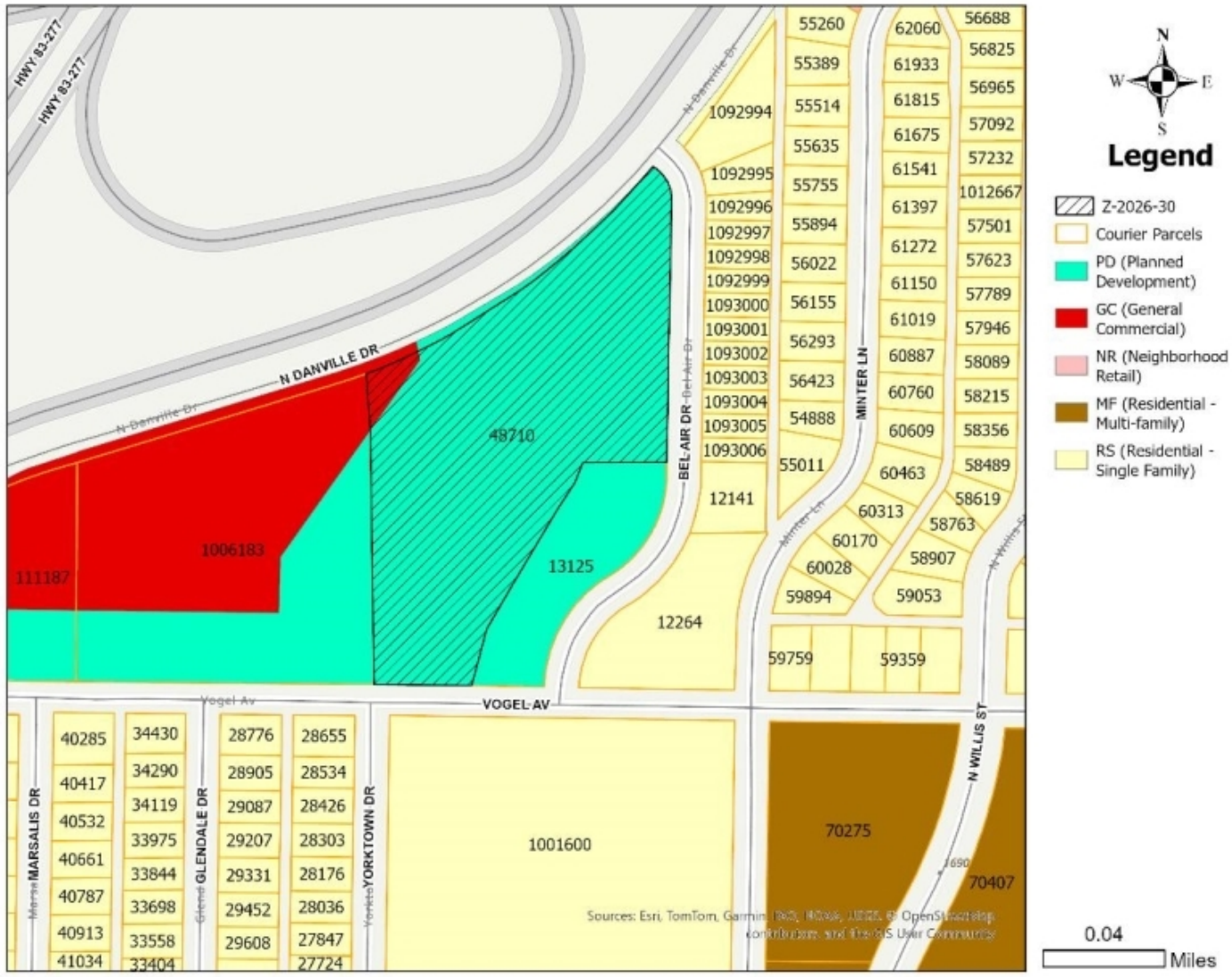
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP



Legend

- Z-2026-30
- Courier Parcels
- PD (Planned Development)
- GC (General Commercial)
- NR (Neighborhood Retail)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)

0.04 Miles

CITY OF ABILENE TEXAS

SUBJECT PROPERTY VIEWS







CITY OF ABILENE TEXAS

NEIGHBORING PROPERTIES









CITY OF ABILENE TEXAS

USES IN MEDIUM DENSITY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

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 PATIO HOME ZONING

RESIDENTIAL USES:

C	Bed & Breakfast
P	Dwelling – Industrialized Housing Unit
P	Dwelling – Patio 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
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	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

CONCEPT PLAN



CITY OF ABILENE TEXAS

SPECIFIC MODIFICATIONS

Tract 1 – This Planned Development District shall be subject to the requirements of the Residential Medium Density (MD) zoning district, except as modified below:

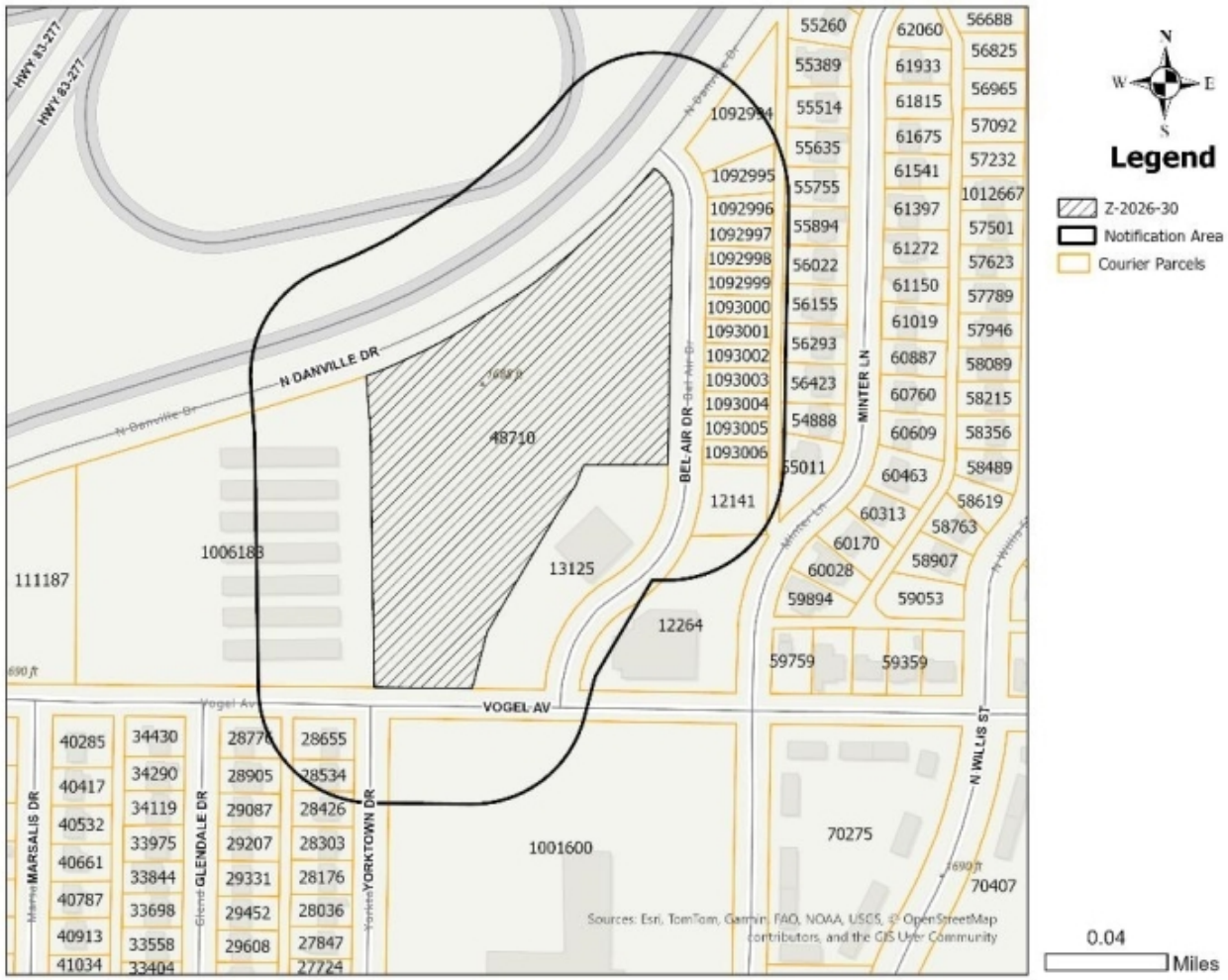
- Standard Buffers not required

Tract 2 – This Planned Development District shall be subject to the requirements of the Patio Home (PH) zoning district, except as modified below:

- Minimum Lot Area: 3,000 square feet
- Minimum Lot Width: 35 feet
- Minimum Lot Depth: 95 feet
- Minimum Front Setback to Include Garage Setback: 15 feet
- Minimum Side Setback: 5 feet

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0 - in Favor -

0 - in Opposition –

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z recommends **approval with the following conditions:**

- The garage setback is kept at 20 feet minimum as the 2 off-street parking spaces are required with minimum dimensions of 9 feet wide by 18 feet deep.
- Keep the Type A buffer between Medium Density (MD) zoning and any lower intensity residential district.
- Sidewalks are required to promote walkability.

CITY OF ABILENE TEXAS

Questions?

CITY COUNCIL MEMORANDUM
7/9/2026

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

ITEM: **16. Ordinance (Final Reading) Z-2026-32: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 25.0 Acres from Agricultural Open (AO) to Planned Development District (PDD-201). Located at 6926 Military Drive. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject properties were annexed to the City limits in 1964 and remained vacant since. The owner intends to provide a temporary development of workforce housing.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends **approval with the following conditions:**

- The term of this Planned Development shall be 5 years.
- At the time of expiration, the entire site shall be cleared. All units, roads, parking lots, and other improvements shall be promptly removed from the property by the owner.

ATTACHMENTS:

1. Ordinance Revised
2. Staff Report
3. Concept Plan
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; CREATING A PLANNED DEVELOPMENT DISTRICT (PDD-201); 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 25th day of June, 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 15th day of May, 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 July, 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 July, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from Agricultural Open (AO) to a Planned Development District (PDD-201).

Legal description as follows:

BEING the South 20 acres of a 25.0 acre tract out of the H. B. Martin Survey, Taylor County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin at the Southeast corner of said 25.0 acre tract, said point being on the NBL of a public road; whence the Southwest corner of said H. B. Martin Survey bears South 80' and N89°45'W 2718.5';

THENCE North 2221.9' to an iron pin;

THENCE S89°45'E 392.1' to an iron pin on the EBL of said 25.0 acres;

THENCE South 2221.9' to an iron pin at the Southeast corner of said 25.0 acre tract on the NBL of said public road;

THENCE N89°45'W 392.1' to the place of beginning and containing 20.0 acres.

THE East 20' of the above tract is reserved for a Road Easement.

BEING the North 5 acres of a 25.0 acre tract out of the H. B. Martin Survey, Taylor County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin on the EBL of said 25.0 acre tract; whence the Southwest corner of said H. B. Martin Survey bears South 2301.0' and N89°45'W 2718.5';

THENCE N89°45'W 392.1' to an iron pin on the WBL of said 25.0 acre tract;

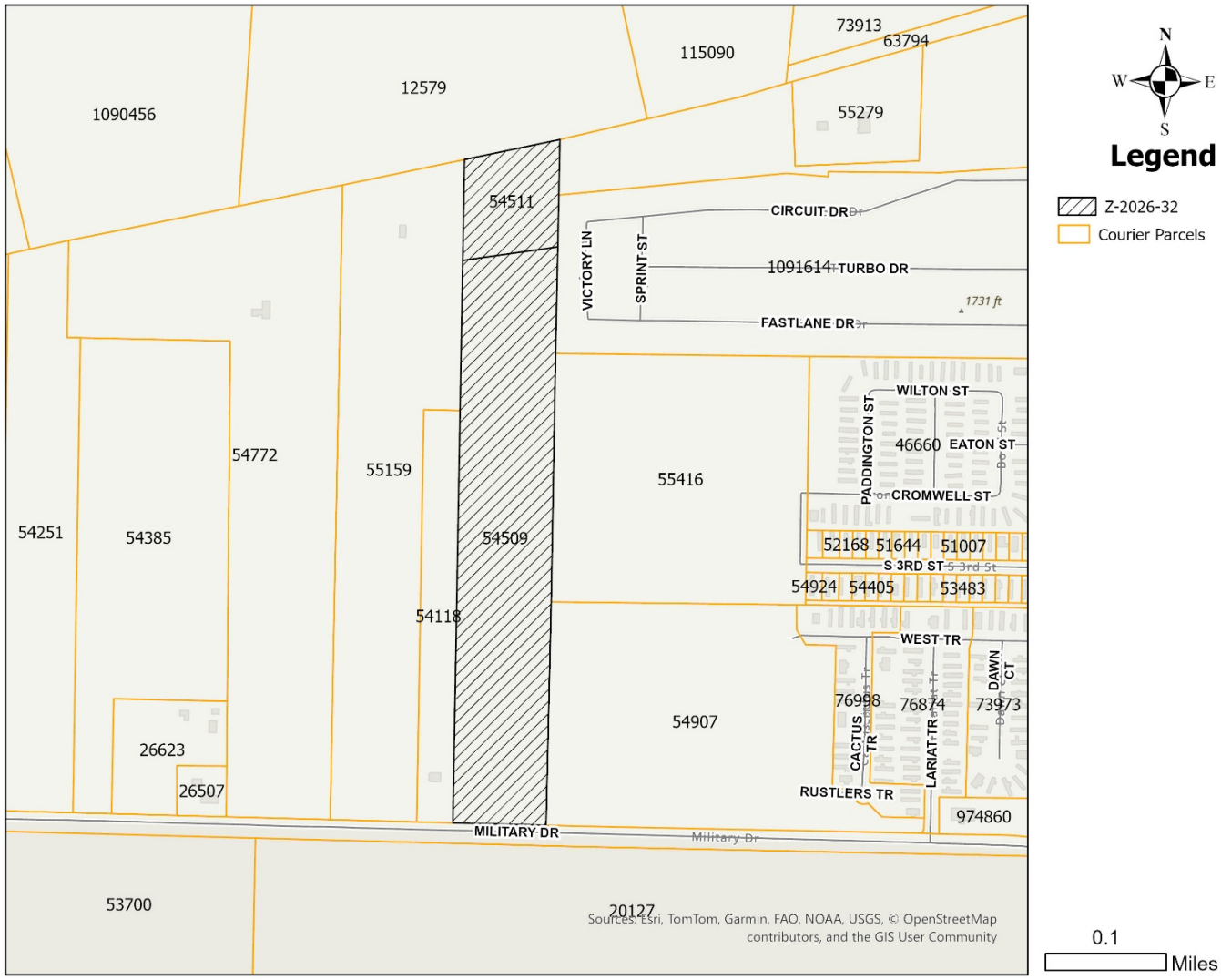
THENCE North 508.4' to an iron pin at the Northwest corner of said 25.0 acre tract;

THENCE N76°30'E 402.9' along the NBL of said Martin Survey to an iron pin at the Northeast corner of said 25.0 acre tract;

THENCE South 602.7' to the place of beginning and containing 5.0 acres, more or less.

Located at 6926 Military Drive

ORDINANCE NO. _____



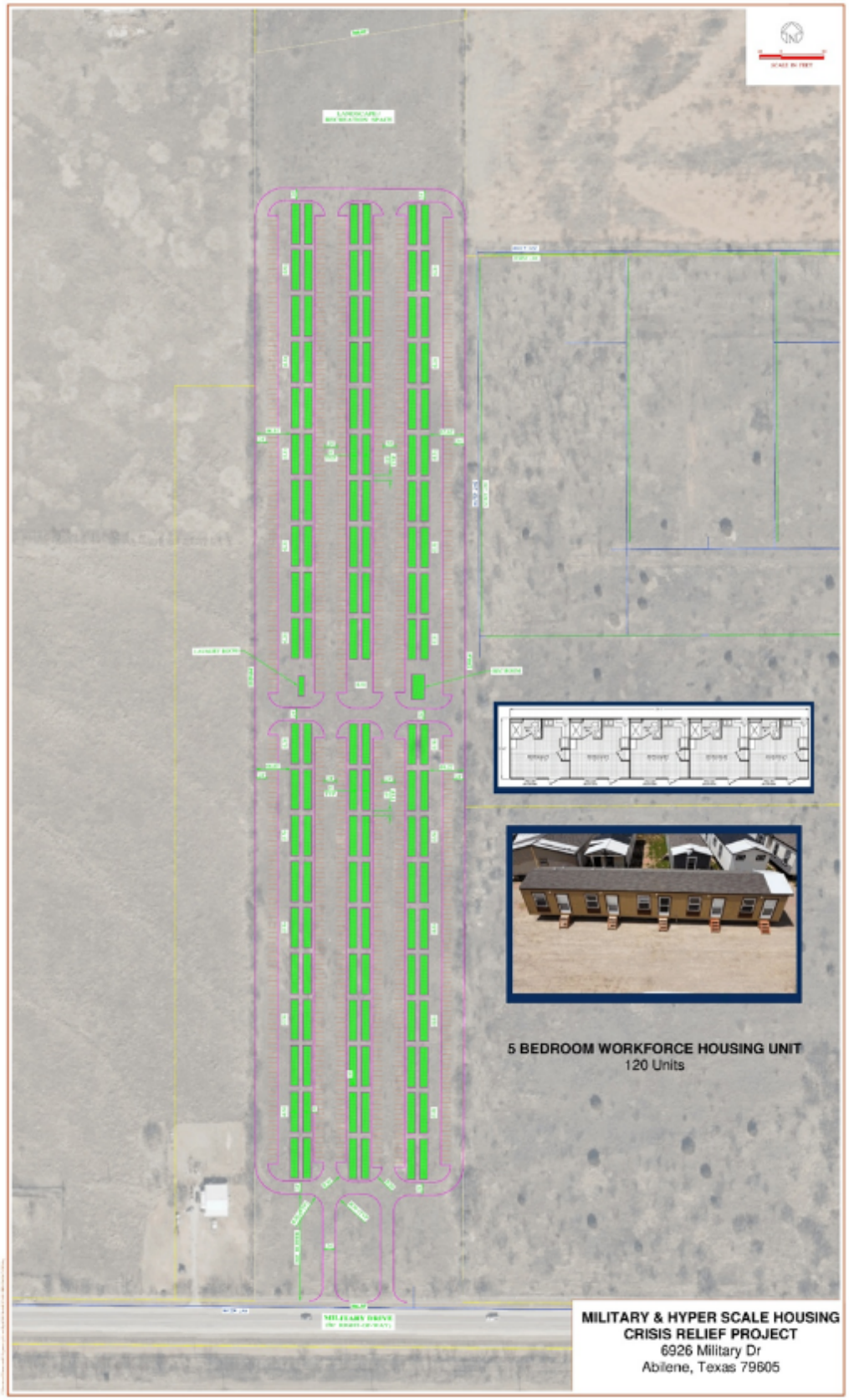
ORDINANCE NO. _____
EXHIBIT B

Purpose: The purpose of this Planned Development District (PDD-201) is to provide temporary development of workforce housing.

Specific Modifications: This Planned Development District shall be subject to the requirements of the Multi-Family (MF) zoning district, except as modified below:

- Allow the installation of one hundred twenty (120) five-bedroom workforce housing units.

Five (5) years from the approval date of this Planned Development District (PDD-201) all units, roads, parking lots, and other improvements shall be removed from the property.


5 BEDROOM WORKFORCE HOUSING UNIT
120 Units
MILITARY & HYPER SCALE HOUSING
CRISIS RELIEF PROJECT
6926 Military Dr
Abilene, Texas 79605

END

ZONING CASE
Z-2026-32
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: June 2, 2026
City Council 1st Reading: June 25, 2026
City Council 2nd Reading: July 9, 2026

Applicant
Owner: Alamo City Land Development, LLC
Agent: Clint Rosenbaum

Case Manager
Clarissa Ivey – Planner

Request
Change the zoning of approximately 25.0 acres from Agricultural Open (AO) to Planned Development District (PDD-201).

Location
Located at 6926 Military Drive.
Legal description being 25.0 Acres Out of The H. B. Martin Survey, Abilene, Taylor County, Texas.

Background
The subject properties were annexed to the City limits in 1964 and remained vacant since. The owner intends to provide a temporary development of workforce housing.

Specific Modification
The Planned Development will have a base zoning of Multi-Family (MF) and will allow 120 five-bedroom workforce housing units.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Vacant
East	MH / MF	Vacant/Mobile Home Park
South	PDD - 1	Dyess AFB
West	AO	Residential

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 request 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 purpose of the Planned Development is to provide temporary housing for the military workforce. Its proximity to Dyess AFB makes this location suitable. Using manufactured units also aligns with the existing mobile home park east of the property.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
This property will be subject to platting and official site plan review. All required utilities will be addressed during these review processes.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

Planning and Zoning Commission Recommendation

P&Z recommends **approval with the condition** that 5 years from the approval date of PDD-201 the owner shall remove all units, roads, parking lots, and other improvements from the property.

Attachments

- PowerPoint Presentation
- Concept Plan

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 15, 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
BAILEY TOLIVER CHEVROLET LLP	12579	6701 W HWY 80	
BLAIR DEWAYNE & SENGA	116691		
D M INVESTMENTS INC	54907	3 RUSTLERS TR	
D M INVESTMENTS INC	54907	2 RUSTLERS TR	
EVEEZ LLC	54509	6926 MILITARY DR	
EVEEZ LLC	54511		
ISLAND JAMES W	55159	7050 MILITARY DR	
ISLAND MARY JAY	54118	6950 MILITARY DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	158 CHAPEL HILL RD	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6502 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6506 FASTLANE DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6542 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6503 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6507 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6511 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6515 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6519 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6523 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6527 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6531 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6535 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6539 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6543 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6602 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6606 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6610 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6614 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6618 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6622 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6626 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6634 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6644 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6654 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6603 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6607 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6611 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6615 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6619 TURBO DR	

LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6623 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6627 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6631 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6635 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6639 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6643 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6647 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6651 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6655 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6659 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6703 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6707 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6711 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6715 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6719 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6723 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6727 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6731 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6718 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6722 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6726 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6730 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6702 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6712 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6520 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6544 CIRCUIT DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6606 CIRCUIT DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6618 CIRCUIT DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6630 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6718 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6603 CIRCUIT DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6611 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6615 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6619 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6623 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6627 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6631 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6635 CIRCUIT DR	

LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6639 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6643 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6647 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6701 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6705 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6709 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6713 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6717 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	108 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	107 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	111 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	115 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	139 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6752 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6756 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6760 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6764 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6768 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6772 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6755 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6759 FASTLANE DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6767 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6771 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	147 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	151 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	143 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6507 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	120 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	124 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	138 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	142 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	146 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	150 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	154 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	102 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	106 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	110 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	114 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	118 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	122 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	126 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	130 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	134 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	138 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	105 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	109 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	113 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	117 VICTORY LN	

LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	121 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	125 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	129 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	133 VICTORY LN	
MHP DEVELOPMENT	55416	6651 CROMWELL ST	
TYE AIR BASE	20127	666 LOUISIANA LO	
TYE AIR BASE	20127	926 LOUISIANA RD	
TYE AIR BASE	20127	941 LOUISIANA RD	
TYE AIR BASE	20127	597 LOUISIANA LO	
TYE AIR BASE	20127	1518 ARNOLD BL	
TYE AIR BASE	20127	697 LOUISIANA RD	

PROPERTY ID Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
BAILEY TOLIVER CHEVROLET LLP	12579	6701 W HWY 80	
TYE AIR BASE	20127	666 LOUISIANA LO	
TYE AIR BASE	20127	926 LOUISIANA RD	
TYE AIR BASE	20127	941 LOUISIANA RD	
TYE AIR BASE	20127	597 LOUISIANA LO	
TYE AIR BASE	20127	1518 ARNOLD BL	
TYE AIR BASE	20127	697 LOUISIANA RD	
ISLAND MARY JAY	54118	6950 MILITARY DR	
EVEEZ LLC	54509	6926 MILITARY DR	
EVEEZ LLC	54511		
D M INVESTMENTS INC	54907	3 RUSTLERS TR	
D M INVESTMENTS INC	54907	2 RUSTLERS TR	
ISLAND JAMES W	55159	7050 MILITARY DR	
MHP DEVELOPMENT	55416	6651 CROMWELL ST	
BLAIR DEWAYNE & SENGA	116691		
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	158 CHAPEL HILL RD	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6502 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6506 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6510 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6514 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6518 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6522 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6526 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6530 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6534 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6538 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6542 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6503 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6507 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6511 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6515 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6519 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6523 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6527 FASTLANE DR	

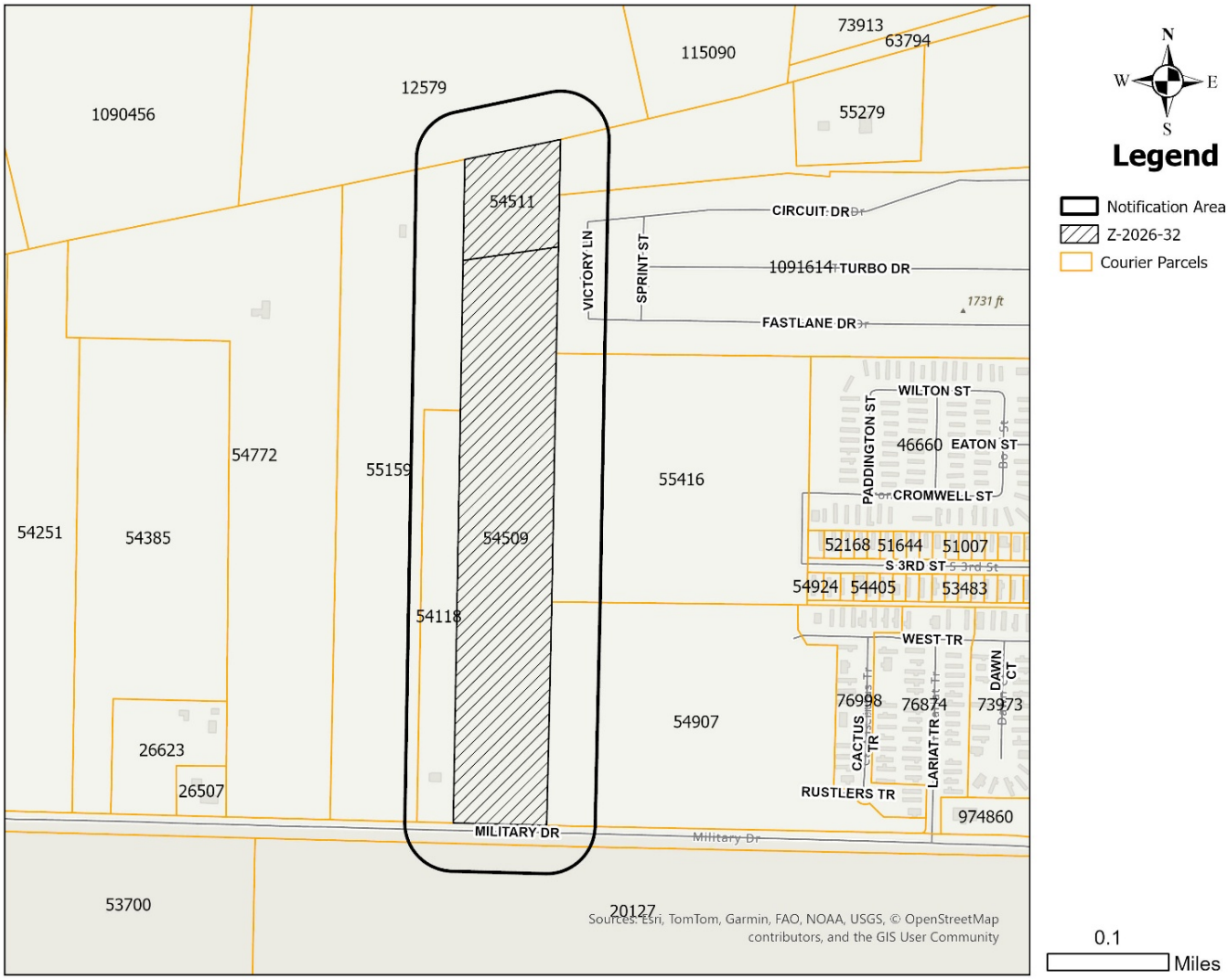
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6531 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6535 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6539 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6543 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6603 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6607 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6611 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6615 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6619 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6623 FASTLANE DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6631 FASTLANE DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6639 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6643 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6647 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6651 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6655 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6659 FASTLANE DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6710 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6714 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6718 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6722 FASTLANE DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6730 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6703 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6707 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6711 FASTLANE DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6735 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6739 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6743 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6747 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6602 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6606 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6610 FASTLANE DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6634 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6638 FASTLANE DR	

LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6642 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6646 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6650 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6654 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6658 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6502 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6506 TURBO DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6514 TURBO DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6503 TURBO DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6634 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6644 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6654 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6603 TURBO DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6623 TURBO DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6631 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6635 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6639 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6643 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6647 TURBO DR	

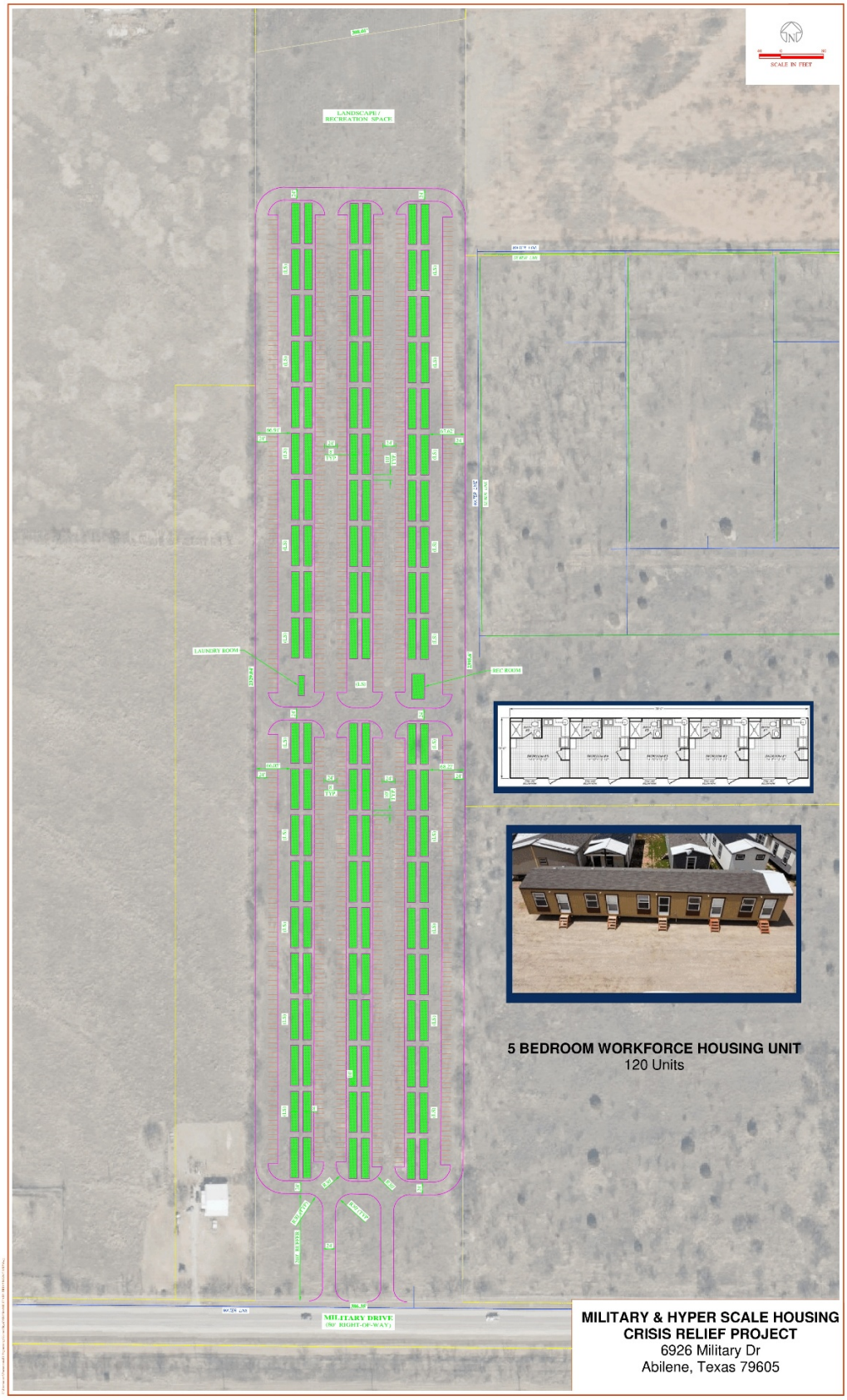
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6651 TURBO DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6702 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6712 TURBO DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6520 CIRCUIT DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6527 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6533 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6537 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6541 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6545 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6549 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6602 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6606 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6610 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6618 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6622 CIRCUIT DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6630 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6718 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6603 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6607 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6611 CIRCUIT DR	
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LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6643 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6647 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6701 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6705 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6709 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6713 CIRCUIT DR	

LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6717 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	108 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	107 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	111 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	115 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	139 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6752 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6756 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6760 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6764 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6768 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6772 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6755 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6759 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6763 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6767 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6771 FASTLANE DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	147 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	151 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	143 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	6507 CIRCUIT DR	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	120 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	124 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	138 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	142 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	146 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	150 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	154 SPRINT ST	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	102 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	106 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	110 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	114 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	118 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	122 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	126 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	130 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	134 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	138 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	105 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	109 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	113 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	117 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	121 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	125 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	129 VICTORY LN	
LQ INVESTMENTS PORTFOLIO NINE LLC	1091614	133 VICTORY LN	

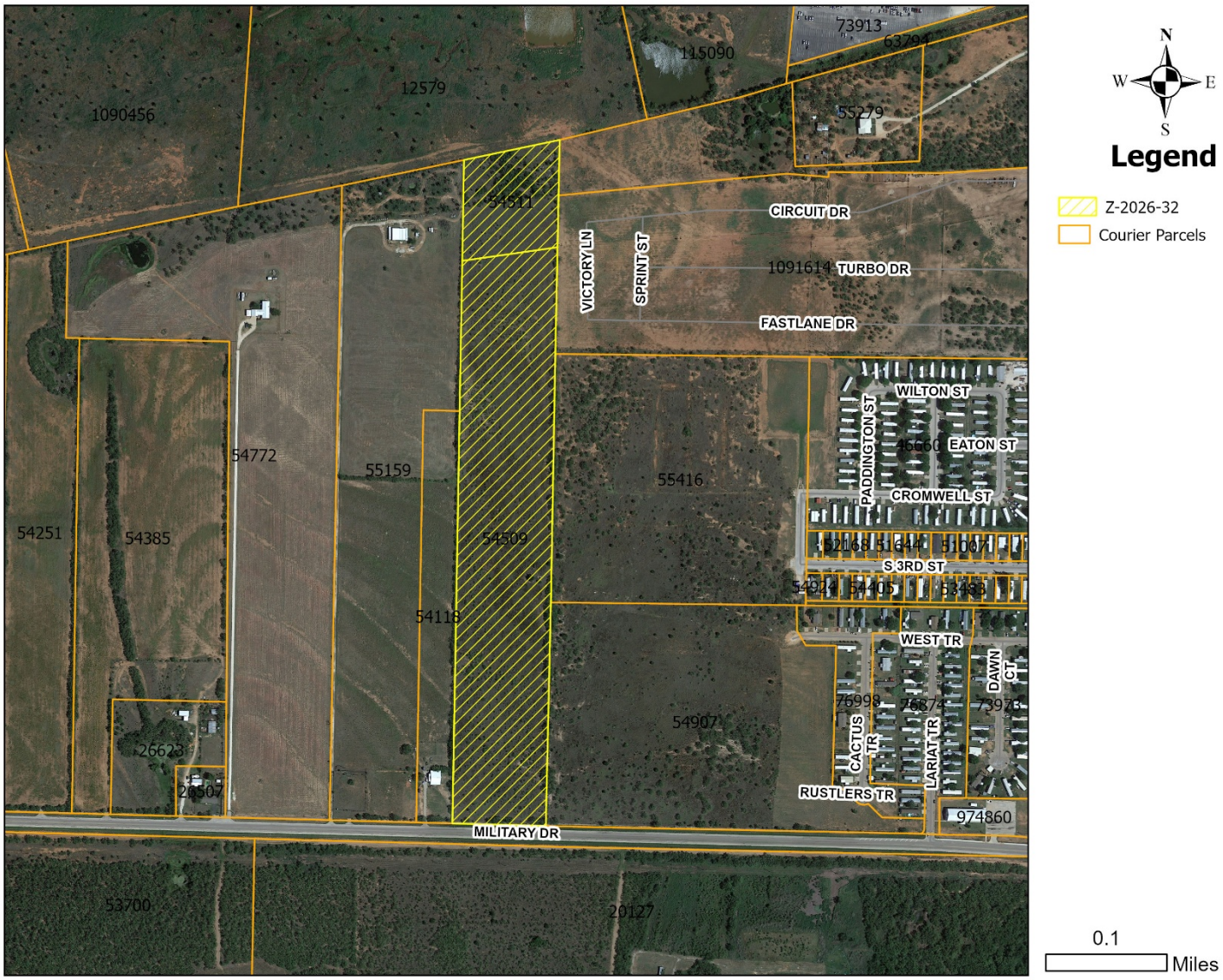
Notification Map



Concept Plan

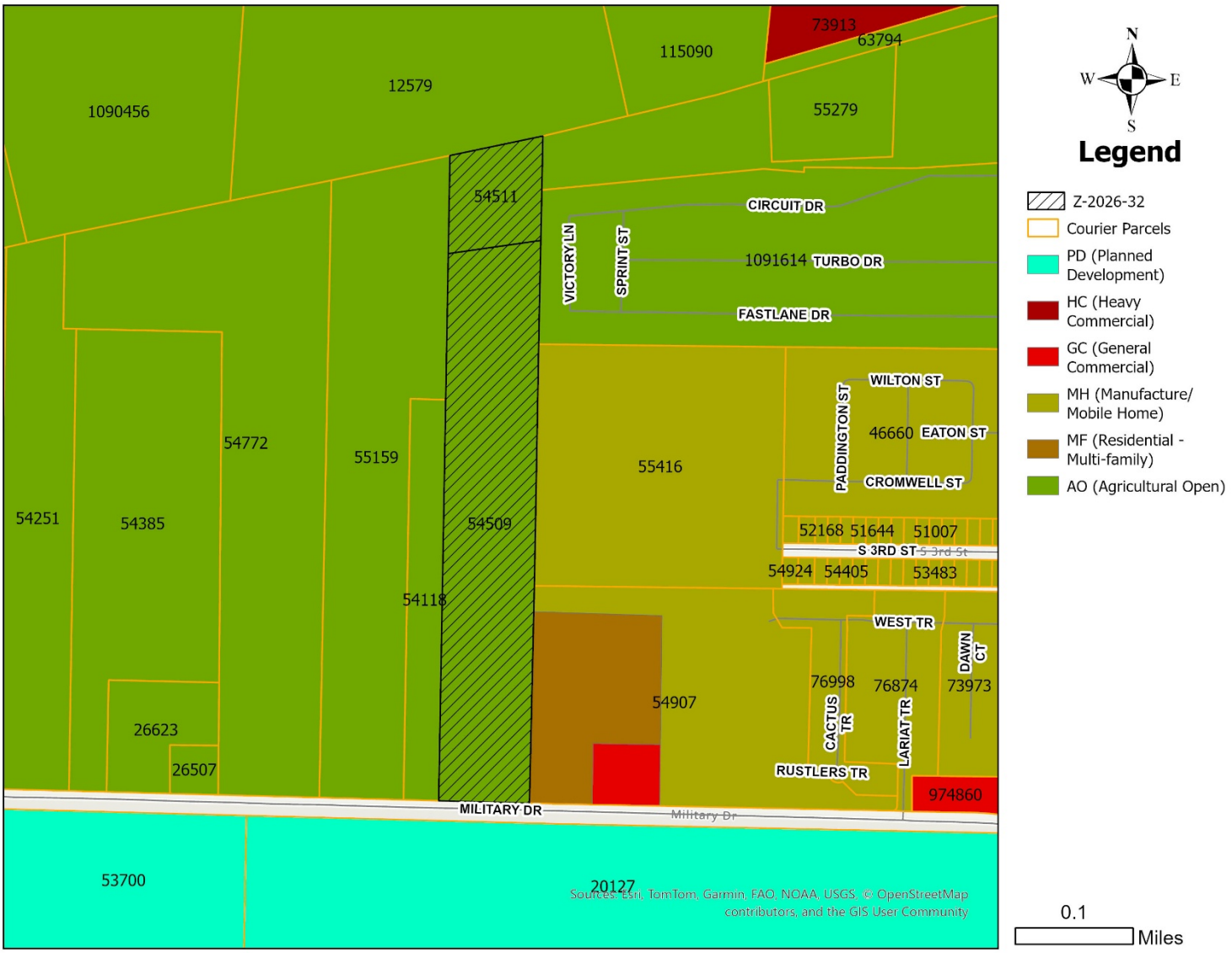


LOCATION MAP



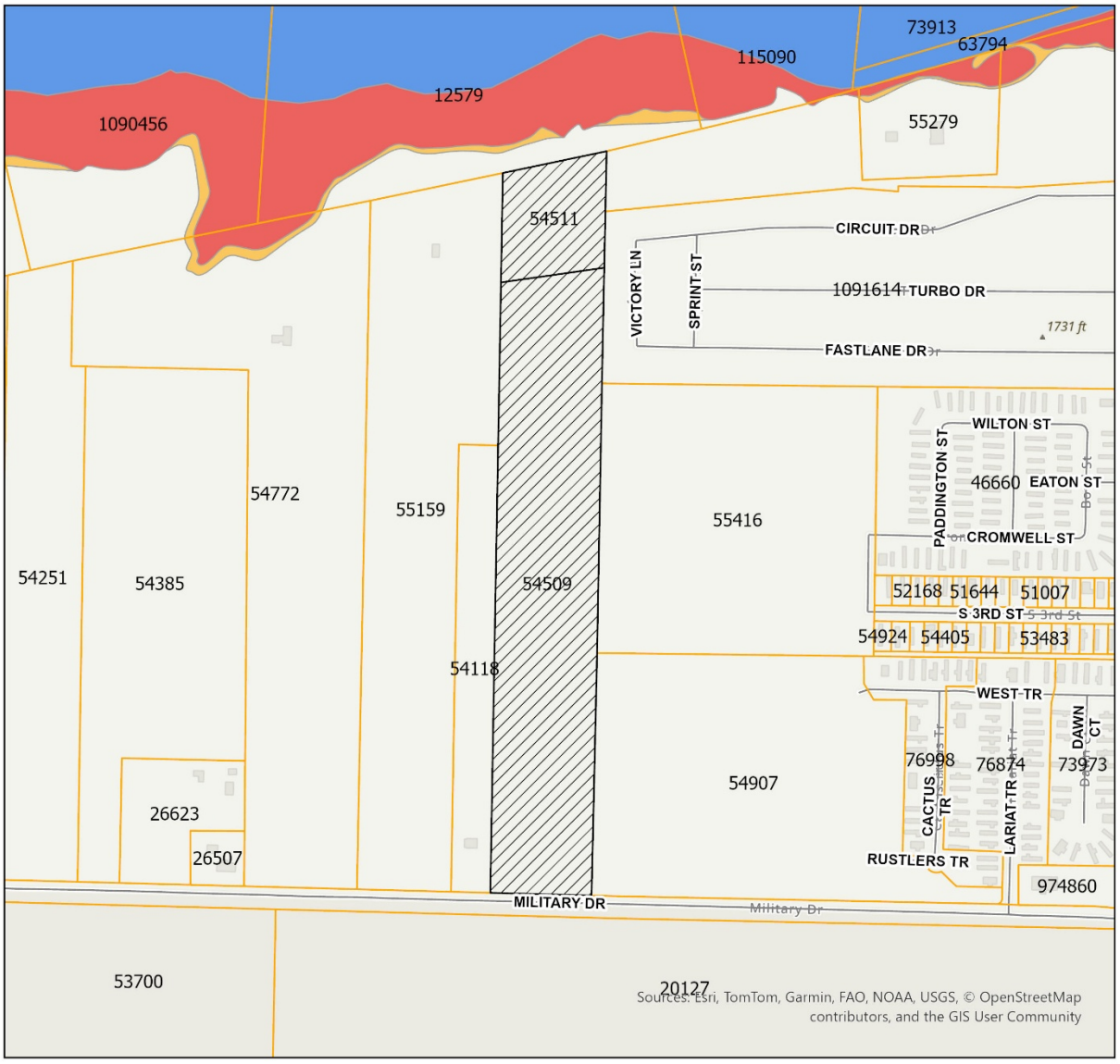
Case # Z-2026-32
May 15, 2026

ZONING MAP



Case # Z-2026-32
May 15, 2026

FLOOD MAP



Case # Z-2026-32
May 15, 2026

N

40 0 80

SCALE IN FEET

398.01'

LANDSCAPE / RECREATION SPACE

WATER LINE

SEWER LINE

24'

(LS)

66.91'

67.62'

8' TYP.

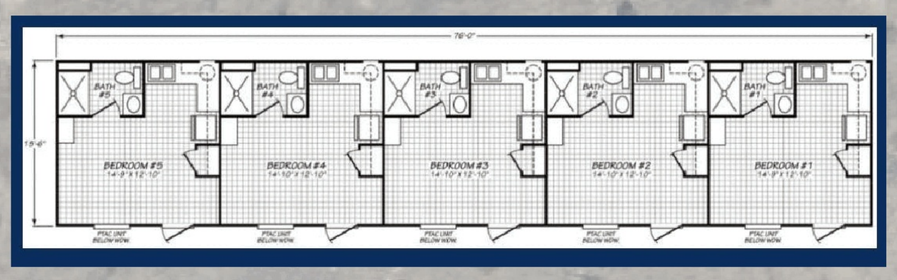
10' TYP.

LAUNDRY ROOM

REC ROOM

2329.04'

2395.6'





66.05'

68.22'

R-30' (TYP)

200' BUFFER

386.35'

MILITARY DRIVE
(80' RIGHT-OF-WAY)

5 BEDROOM WORKFORCE HOUSING UNIT
120 Units

MILITARY & HYPER SCALE HOUSING CRISIS RELIEF PROJECT
6926 Military Dr
Abilene, Texas 79605

C:\Users\rosen\Documents\01 Engineering\Adams City\CAD Files\MILITARY DRIVE\MAN CAMP.dwg

REZONE REQUEST

Case:	Z-2026-32
Owner:	Alamo City Land Development, LLC
Agent:	Clint Rosenbaum
Request:	Change the zoning of approximately 25.0 acres from Agricultural Open (AO) to Planned Development District (PDD-201)
Location:	6926 Military Dr
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	June 2, 2026
Council Hearing:	June 25, 2026
	July 9, 2026

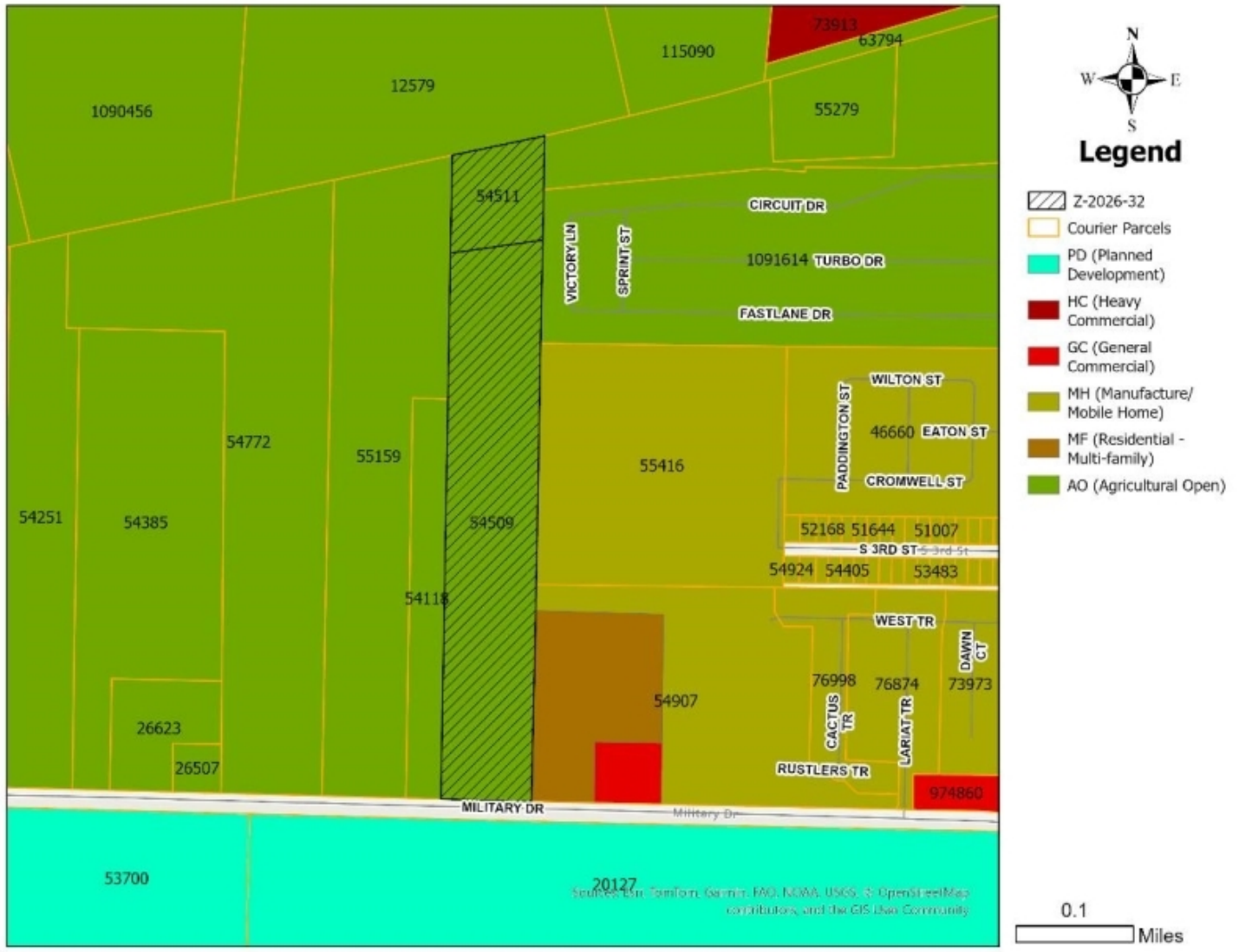
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP

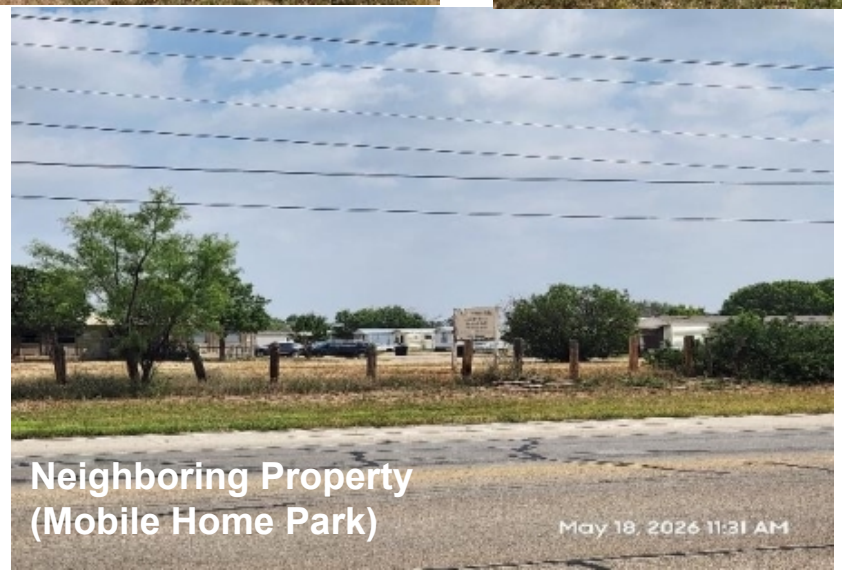


CITY OF ABILENE TEXAS

SUBJECT/NEIGHBORING VIEWS







CITY OF ABILENE TEXAS

USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

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

CITY OF ABILENE TEXAS

USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

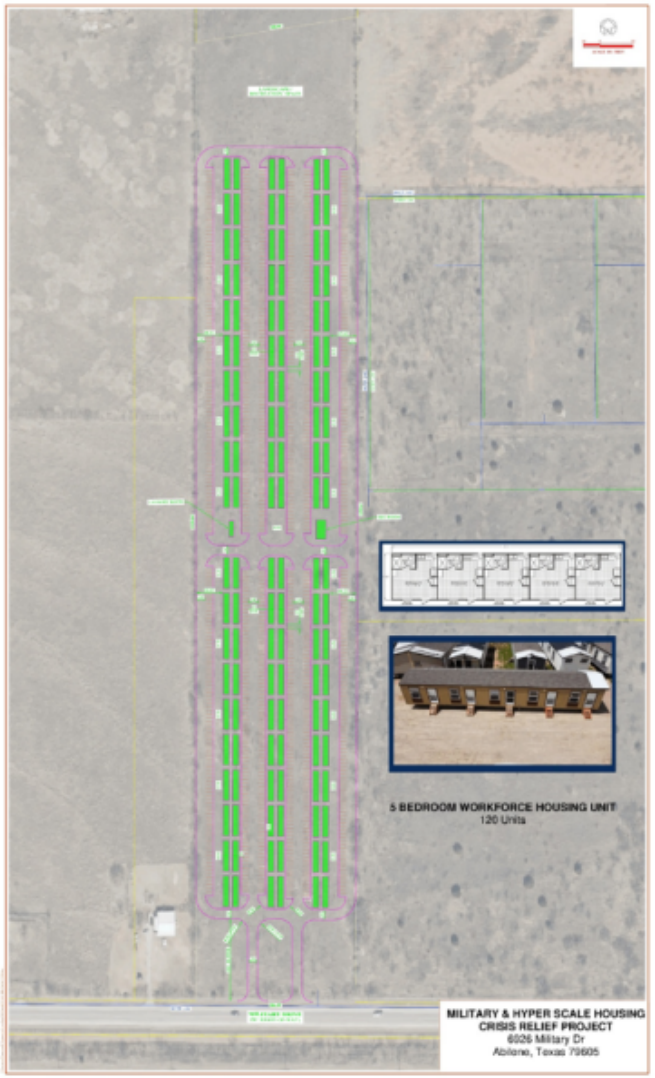
P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

CONCEPT PLAN

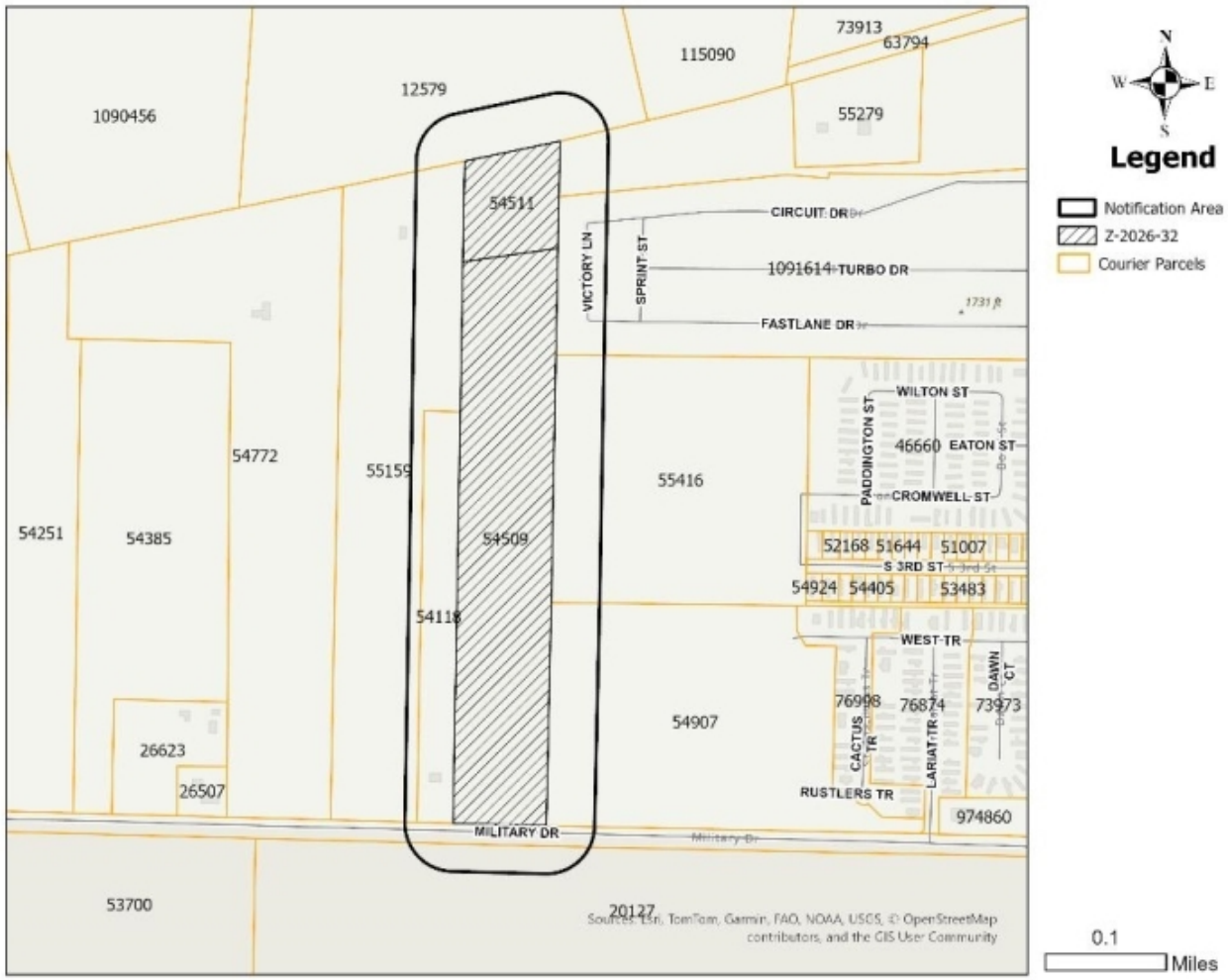




- 120 Units
- 5 Bedroom Each

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0 - in Favor -

0 - in Opposition –

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z recommends **approval** with the condition that 5 years from the approval date of PDD-201 the owner shall remove all units, roads, parking lots, and other improvements from the property.

CITY OF ABILENE TEXAS

Questions?

CITY COUNCIL MEMORANDUM
7/9/2026

TO: **Emily Crawford, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

ITEM: **17. Ordinance (Final Reading) Z-2026-33: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.48 Acres from Heavy Commercial (HC) to Residential Single-Family (RS-6) Zoning. Located at 801 N 13th Street and 1226 Mesquite Street. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject properties are part of Original Town of Abilene. 801 N 13th Street has a dilapidated structure that has been condemned and is due to be demolished by the City of Abilene through the economic development program known as Rebuild ABI. Both properties are owned by a developer who is planning to build single-family residences with assistance of the Rebuild ABI Program.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report (12)
3. 1317 Walnut Street
4. Presentation (21)

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 25th day of June 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 15th day of May, 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 July, 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 July, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

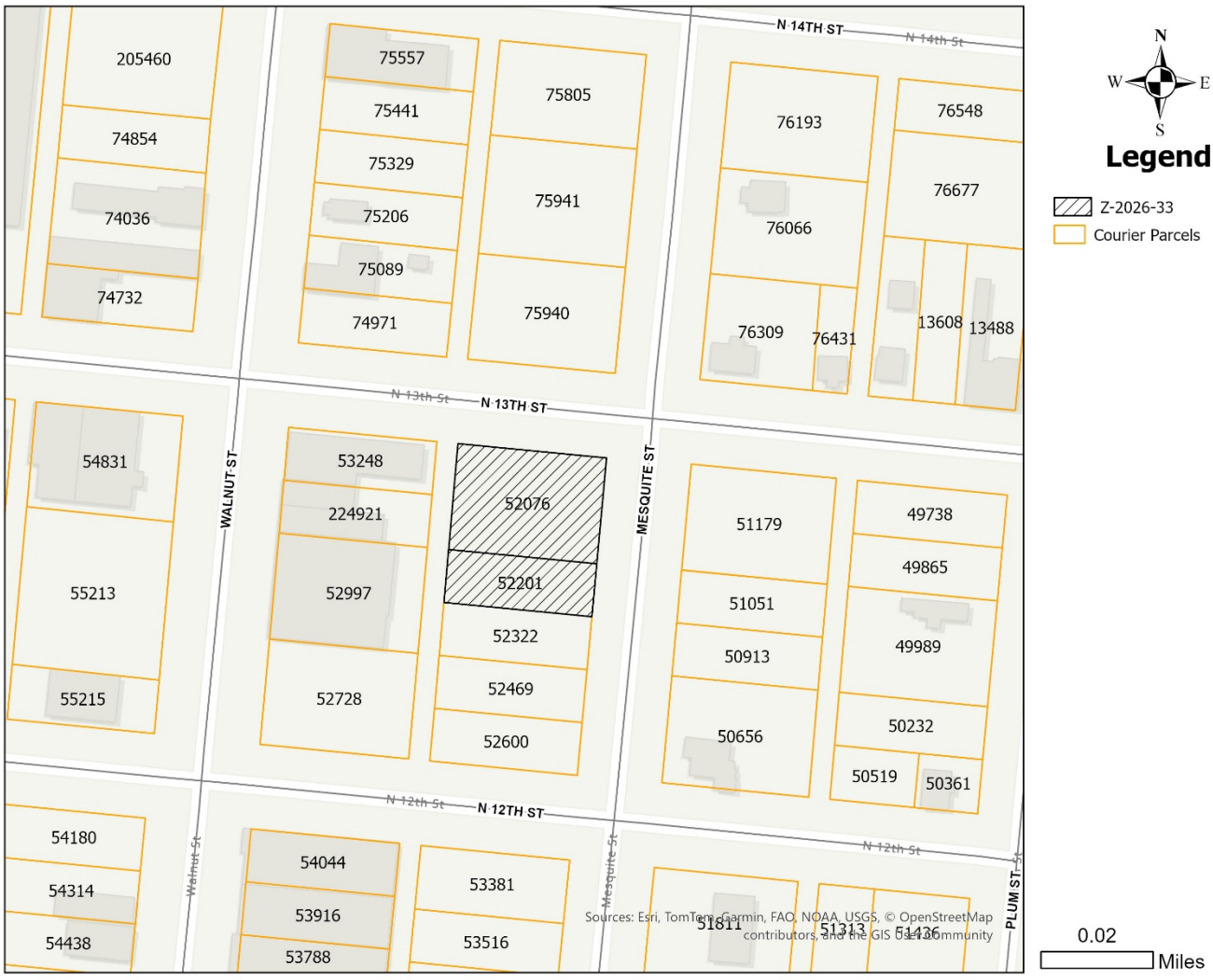
ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 0.48-acres from Heavy Commercial (HC) to Residential Single-Family (RS-6).

Legal description being Lots 1, 2, and 3, Block C, J. Stoddard Johnston's Subdivision of Lot One, Block 200, Original Town of Abilene, Taylor County, Texas.

Located at 801 N 13th Street and 1226 Mesquite Street.



END

ZONING CASE
Z-2026-33
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: June 2, 2026
City Council 1st Reading: June 25, 2026
City Council 2nd Reading: July 9, 2026

Applicant
Owner: Anthor, Inc. (Trey Thornton)

Case Manager
Clarissa Ivey – Planner

Request
Change the zoning of approximately 0.48 acres from Heavy Commercial (HC) to Residential Single Family (RS-6).

Location
Located at 801 N 13th Street and 1226 Mesquite Street
Legal description being Lots 1, 2, and 3, Block C, J. Stoddard Johnston's Subdivision of Lot One, Block 200, Original Town of Abilene, Taylor County, Texas.

Background
The subject properties are part of Original Town of Abilene. 801 N 13th Street has a dilapidated structure that has been condemned and is due to be demolished by the City of Abilene through the economic development program known as Rebuild ABI. Both properties are owned by a developer who is planning to build single-family residences with assistance of the Rebuild ABI Program.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	HC	Vacant
East	HC/RS-6	Vacant/Residential
South	RS-6	Residential
West	HC	Retail

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 Future Land Use Map (FLUM) recommends residential use. The request is consistent with the Comprehensive Plan and FLUM.

(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 of Residential Single-Family is appropriate in the immediate area as this is being redeveloped for residential use.

(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.
The properties have adequate utility service for residential use.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

Planning and Zoning Commission Recommendation
P&Z recommends **approval.**

Attachments

- PowerPoint Presentation

Notification
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 15, 2026, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE ST VINCENT DEPAUL	224921	1235 WALNUT ST	
ABILENE ST VINCENT DEPAUL	224921	1233 WALNUT ST	
BADGETT JIMMIE LEON & CHARLOTTE ANN	75206	1317 WALNUT ST	O
DANSBY MARY JAMES ET AL	51179	1233 MESQUITE ST	
DELA GARZA JESSICA T	76309	742 N 13TH ST	
ESP INVESTMENTS LLC	75941	1334 MESQUITE ST	
ESP INVESTMENTS LLC	75940	802 N 13TH ST	
ESP INVESTMENTS LLC	74971	1301 WALNUT ST	
ESP INVESTMENTS LLC	75089	1305 WALNUT ST	
HSNH LLC	51051	1225 MESQUITE ST	
MC MEEKAN LINDA KAY	52728	1201 WALNUT ST	
MC MEEKAN LINDA KAY	52997	1225 WALNUT ST	
MC MEEKAN LINDA KAY	52600	1202 MESQUITE ST	
MC MEEKAN LINDA KAY	52201	1226 MESQUITE ST	
MC MEEKAN LINDA KAY	52469	1210 MESQUITE ST	
MC MEEKAN LINDA KAY	52322	1218 MESQUITE ST	
MC MEEKAN LINDA KAY	52076	801 N 13TH ST	
MEDEL CESAR	50913	1217 MESQUITE ST	
ORTIZ PETRA	76066	1317 MESQUITE ST	
ST VINCENT DE PAUL	53248	1241 WALNUT ST	
VALENTINE ANNA L	50656	1201 MESQUITE ST	

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
VALENTINE ANNA L	50656	1201 MESQUITE ST	
MEDEL CESAR	50913	1217 MESQUITE ST	
HSNH LLC	51051	1225 MESQUITE ST	
DANSBY MARY JAMES ET AL	51179	1233 MESQUITE ST	
MC MEEKAN LINDA KAY	52076	801 N 13TH ST	
MC MEEKAN LINDA KAY	52201	1226 MESQUITE ST	
MC MEEKAN LINDA KAY	52322	1218 MESQUITE ST	
MC MEEKAN LINDA KAY	52469	1210 MESQUITE ST	
MC MEEKAN LINDA KAY	52600	1202 MESQUITE ST	
MC MEEKAN LINDA KAY	52728	1201 WALNUT ST	
MC MEEKAN LINDA KAY	52997	1225 WALNUT ST	
ST VINCENT DE PAUL	53248	1241 WALNUT ST	
ESP INVESTMENTS LLC	74971	1301 WALNUT ST	
ESP INVESTMENTS LLC	75089	1305 WALNUT ST	
BADGETT JIMMIE LEON & CHARLOTTE ANN	75206	1317 WALNUT ST	O
ESP INVESTMENTS LLC	75940	802 N 13TH ST	
ESP INVESTMENTS LLC	75941	1334 MESQUITE ST	
ORTIZ PETRA	76066	1317 MESQUITE ST	
DELA GARZA JESSICA T	76309	742 N 13TH ST	
ABILENE ST VINCENT DEPAUL	224921	1235 WALNUT ST	
ABILENE ST VINCENT DEPAUL	224921	1233 WALNUT ST	

NOTIFICATION MAP



LOCATION MAP

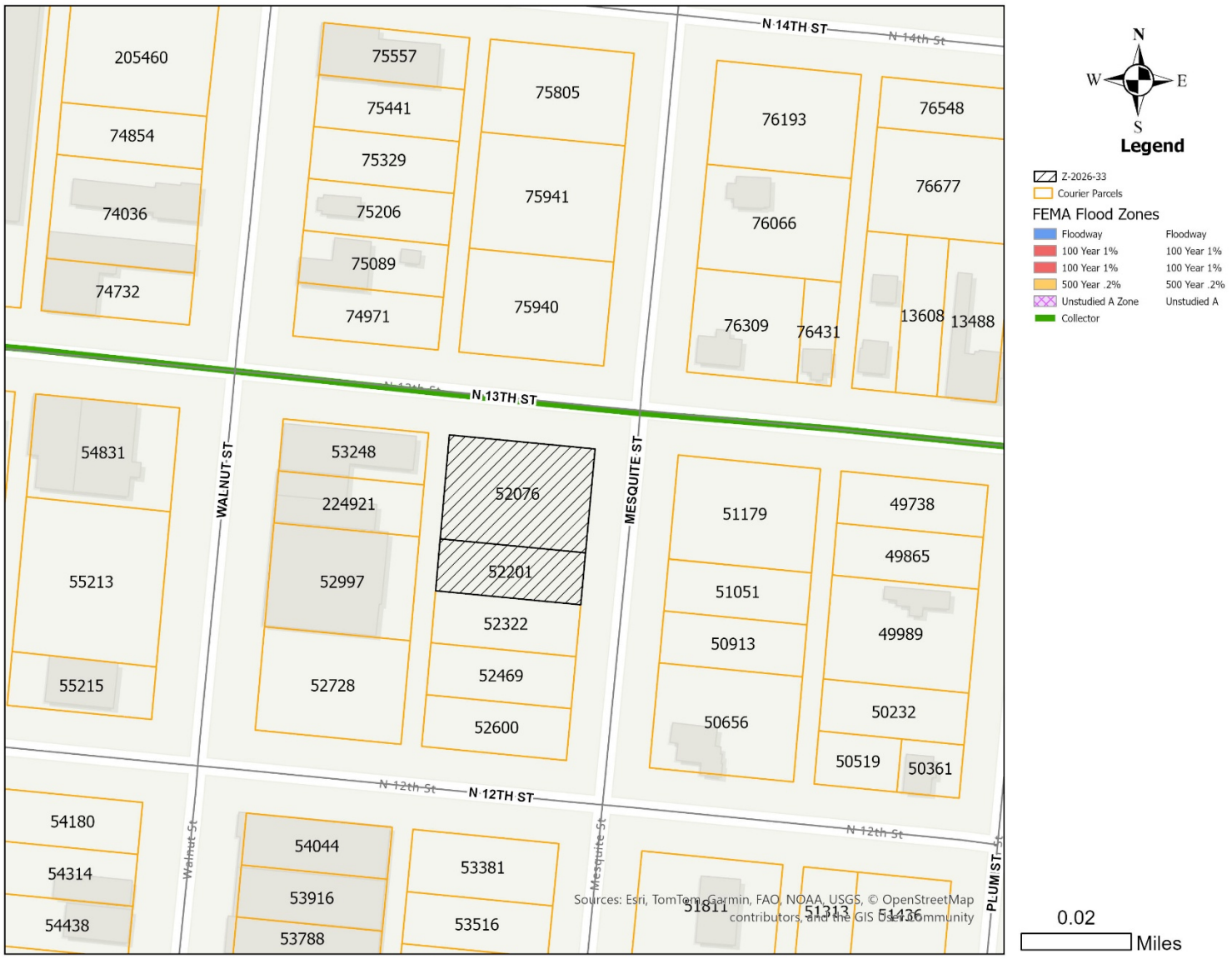


Case # Z-2026-33
May 15, 2026

ZONING MAP


74854
74036
74732
75329
75206
75089
74971
75805
75941
75940
76193
76066
76309
76431
N 13TH ST
WALNUT ST
MESQUITE ST
54831
53248
224921
52997
52728
52076
52201
52322
52469
52600
51179
51051
50913
50656
49738
49865
49989
50232
50519
N 12th St
54044
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
N
W
E
S
Legend
Z-2026-33
Courier Parcels
HC (Heavy Commercial)
RS (Residential - Single Family)
Collector
0.01
Miles

FLOOD MAP



Case # Z-2026-33
May 15, 2026

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-33

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your name and address. Please mail the response form to:

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

MAY 28 AM 9:27

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

Requestor's Property Zoning:	HC	Your Name:	BADGETT JIMMIE LEON &	I am in favor ☐
Requestor's Proposed Zoning:	RS-6	Your Address:	1317 WALNUT ST	
Requestor's Parcel ID:	52076 & 52201	Your Parcel ID:	75206	I am opposed ☒

Signature: Jimmie Badgett

If opposed, please provide comments:

The change would not be in concert with the zoning of the remaining parcels in the area. It would possibly negatively impact the value of the HC zoned parcels.

REZONE REQUEST

Case: Z-2026-33

Owner: Anthor, Inc. (Trey Thornton)

Request: Change the zoning of approximately 0.48 acres from Heavy Commercial (HC) to Residential Single Family (RS-6)

Location: 801 N 13th St & 1226 Mesquite St

Notification: 0 in Favor, 1 in Opposition

Planning & Zoning: June 2, 2026

Council Hearing: June 25, 2026

July 9, 2026

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

PROPERTY VIEWS

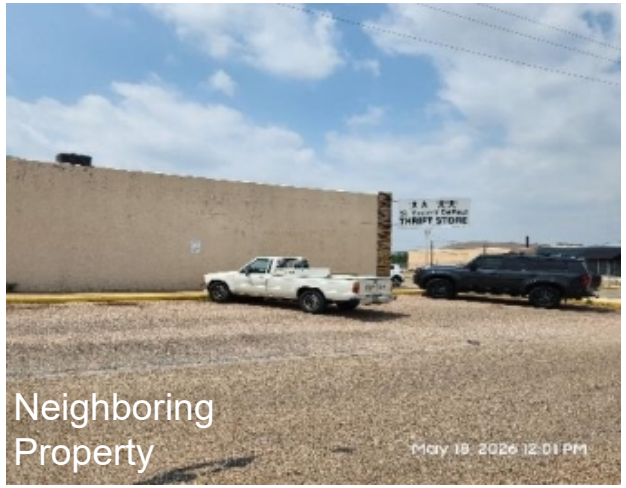


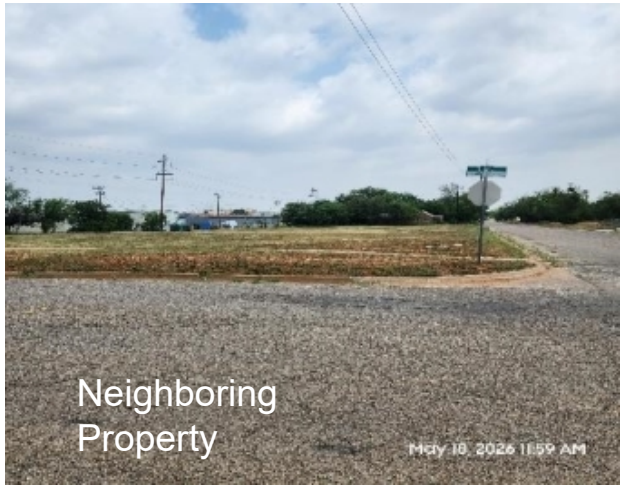




CITY OF ABILENE TEXAS

NEIGHBORING VIEWS









CITY OF ABILENE TEXAS

USES IN HEAVY COMMERCIAL ZONING

RESIDENTIAL USES:

C	Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	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	Recycling Collection Point
C	Travel Trailers (accessory to hospitals)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C	Adult Entertainment Enterprise
P	Civic, Social, and Fraternal Organization
P	Cultural Facilities
P	Drive-in Theater
C	Motorized Racing
P	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)
P	Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

P	Arts School
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	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)
P	Retail Sales/Rental (trucks and other large vehicles and equipment)

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

TRADE – WHOLESALE USES:

P	Liquor, Wholesale/Distribution
P	Wholesaling and Storage (indoor)
C	Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
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
C	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

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

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

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

NOTIFICATION AREA MAP



0 - in Favor -

1 - in Opposition –

0.308% - 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 recommends **approval.**

CITY OF ABILENE TEXAS

Questions?

CITY COUNCIL MEMORANDUM
7/9/2026

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

ITEM: **18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Execute a Professional Services Contract with HDR Engineering, Inc. for PFAS Preliminary Design Services *(Matthew Dane)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council authorize the City Manager to execute a Professional Services Contract with HDR Engineering, Inc. for PFAS Preliminary Design Services in the amount of $442,100.00. The City received $8,714,967.76 in PFAS settlement funds on June 20, 2026, which will be used to fund this contract and future PFAS-related projects until the settlement funds are exhausted.

The City's UCMR 5 sampling identified PFAS concentrations exceeding the U.S. Environmental Protection Agency's (EPA) new Maximum Contaminant Levels (MCLs). This contract represents the first phase of the City's long-term PFAS Compliance Program and will provide the technical evaluations necessary to identify the most effective treatment approach to meet the EPA's April 2029 compliance deadline.

The scope of services includes the technical evaluations necessary to develop the City's PFAS treatment strategy, including:

- Review and evaluation of existing PFAS and water quality data
- Development of a comprehensive PFAS sampling plan
- Evaluation of PFAS fate and transport within the City's water supply
- Rapid Small-Scale Column Testing (RSSCT) to evaluate treatment media
- Development of a pilot-scale testing protocol
- Preliminary treatment recommendations and planning-level capital and operation and maintenance cost estimates

The information developed during this project will serve as the technical foundation for future pilot testing, final design, and construction of PFAS treatment facilities, allowing the City to make informed decisions regarding long-term regulatory compliance.

FUNDING/FISCAL IMPACT

The contract will be funded from the City's PFAS Settlement Funds.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council authorize the City Manager to execute a Professional Services Contract with HDR Engineering, Inc. for PFAS Preliminary Design Services in the amount of $442,100.00.

ATTACHMENTS:

1. 2 - WrittenResolution - PFAS PSA - HDR
2. PSA - HDR - PFAS Prelim Design
3. 3 - Presentation - PFAS PSA - HDR

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 A PROFESSIONAL SERVICES CONTRACT WITH HDR ENGINEERING, INC. FOR PFAS PRELIMINARY DESIGN SERVICES.

WHEREAS, the City of Abilene (City) owns and operates a public water supply system that must comply with all applicable state and federal drinking water regulations; and

WHEREAS, the United States Environmental Protection Agency (EPA) has established new Maximum Contaminant Levels (MCLs) for per- and polyfluoroalkyl substances (PFAS) in drinking water that require compliance by April 2029; and

WHEREAS, the City's Unregulated Contaminant Monitoring Rule 5 (UCMR 5) sampling identified PFAS concentrations exceeding the new EPA Maximum Contaminant Levels, requiring the City to evaluate treatment alternatives and develop a long-term compliance strategy; and

WHEREAS, the City desires to enter into a Professional Services Contract with HDR Engineering, Inc. to perform preliminary evaluations, treatment alternative analyses, sampling planning, modeling, testing, and preliminary design services necessary to support future PFAS treatment improvements; and

WHEREAS, the total contract amount is $442,100.00, to be funded from the City's PFAS Settlement Funds;

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

That the City Manager is authorized to execute a Professional Services Contract with HDR Engineering, Inc. for PFAS Preliminary Design Services in the amount of $442,100.00.

ADOPTED this 9th day of July, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This Contract, dated the 9th day of July, 2026, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and HDR Engineering, Inc., a company organized under the laws of the State of Texas ("Professional").

The City is engaged in Preliminary Design Services for PFAS Treatment Systems and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified engineer properly licensed to practice in the State of Texas. Professional desires to render professional services to the City on the terms and conditions provided in this Contract.

The Professional must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

THEREFORE, the City engages the services of the Professional. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERMS

In consideration of the compensation stated in paragraph II, the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by a mututally agreed upon date.

II. FEE

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

III. FACILITIES

The Professional will furnish all facilities and equipment that may be necessary to perform services required under this Contract.

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. 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.

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material which Professional prepares or acquires in performing this Contract, including any duplicate copies kept by Professional. The Professional may not disclose to any person or entity any information regarding the City's activities. The City may, however, specifically authorize a limited disclosure at its discretion.

IX. 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.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, direct 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.

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

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

B. Indemnity

The Professional shall indemnify, hold harmless and defend the City against liability for damage that is caused by an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Professional or the Professional's employees, or another entity over which the Professional exercises control.

The Professional is an independent contractor and is not an agent or employee of the City.

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

The Professional agrees to maintain the type and amounts of insurance required in this Contract throughout the term of the Contract. The Professional is solely responsible for providing the required certificates of insurance. The City may terminate this Contract if the Professional 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 Professional must provide the City Secretary with either a certificate of insurance or a copy of the insurance policy evidencing the required insurance. Thereafter, the Professional must furnish new certificates or copies of the policy before the expiration date.

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this Contract is made. This requirement shall not apply to Professional Liability or Workers' Compensation Insurance.

2. Provide for thirty (30) days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
___1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
___2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_4.	Professional Liability	$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	
___6.	No Insurance Required	

XI. 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.

XII. TERMINATION

This Contract may be terminated at any time upon thirty (30) days written notice by City to Professional. In the event of termination, Professional will be compensated for work satisfactorily performed before the termination date. 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.

If, through any cause, the Professional fails to fulfill its obligations under this Contract, or if the Professional violates any of the agreements of this Contract, the City has the right to terminate the Contract by giving five (5) days written notice to the Professional, and Professional fails to cure such default within a reasonable cure period specified by the City in the initial notice of default provided to Professional.

The Professional will be compensated for work satisfactorily performed before the termination date.

The Professional, however, is not relieved of liability to the City for damages sustained by the City because of any breach of contract by Professional. The City may withhold any payments to Professional for the purpose of setoff until the exact amount of damages due the City from the Professional is determined and paid.

XIII. PROJECT REPRESENTATION

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

XIV. 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, PE, Director of Water Utilities
PO Box 60
Abilene, TX 79604-0060

Professional – ATTN:
Sherif Mabrouk, PE
Project Manager
HDR Engineering, Inc.
4401 West Gate Blvd. Ste. 400
Austin, Texas 78745

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

Professional 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. Professional 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.

XVII. 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.

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. 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.

XX. 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 Professional. The Professional 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 Professional 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.

XXI. 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.

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

XXIII. WAIVER OF CONSEQUENTIAL DAMAGES

Neither Party to this Agreement shall be liable to the other Party or any entity claiming by or through the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract, or warranty -- express or implied

XXIV. LIMITATIONS OF LIABILITY

Allocation of risks and limitations of remedies under this Agreement are business understandings between the parties and shall apply to all theories of recovery, including but not limited to breach

of contract or warranty (express or implied), tort (including but not limited to negligence), strict or statutory liability, or any other cause of action. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Professional and Professional's officers, directors, members, partners, agents, employees, and subconsultants to City and anyone claiming by, through, or under City for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Professional or Professional's officers, directors, members, partners, agents, employees, or subconsultants (hereafter "Claims"), shall not exceed the lesser of Professional's fee under this Agreement or $1,000,000.

XXV. MEANS & METHODS

Professional's observation or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. Professional shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Professional shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project. The City agrees to contractually require its construction contractor(s) to indemnify Professional for damages resulting from the negligence of the contractor and its subcontractors. The City also agrees to include a provision in the construction contract with its contractor(s) requiring them to name Professional as an additional insured on contractor(s') commercial general liability insurance.

XXVI. PROBABLE OPINIONS OF COST

Any opinions of probable project cost or probable construction cost provided by Consultant are made on the basis of information available to Consultant and on the basis of Consultant 's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the construction contractor(s') methods of determining prices, or over competitive bidding or market conditions, Consultant does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Consultant prepares.

XXVII. 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.

XIV. 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.

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

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

CITY OF ABILENE

By:

Name: Emily Crawford

Title: City Manager

ATTEST:

_____

City Secretary

APPROVED:

By: _____

City Attorney

PROFESSIONAL

By:

Name: Cory Shockley

Title: Vice President

Address: 4401 West Gate Blvd. Ste 400
Austin, Texas 748745

Phone Number: 512.9612.5182

Federal Tax ID#: 47-0680568

ATTEST: (if corporation)

_____

Corporation's Secretary

Elizabeth C. Hoffman, Assistant Secretary

Corporate Seal (if available)

HDR ENGINEERING, INC. CORPORATE SEAL NEBRASKA CORPORATION

ATTACHMENT A

Scope of Services

See attached scope of work.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ___

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

Professional 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 $442,100.00 upon completion of the work and written acceptance by the City.

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

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

OPTION 3 ___

Payment is a fixed fee amount of $ payable per 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 requested by the City, the Professional shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Professional has been notified.

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) __X_

All documents and materials prepared by Professional under the terms of this Contract, with the exception of those documents that constitute standard details, specifications, and/or other data and/or materials that are regularly used by the Professional and/or the professional design industry in the normal course of business, shall be deemed to be the property of City, are the City's property from the time of preparation, and Professional must deliver the documents and materials to the City or make them available for inspection whenever requested. Professional has the right to make duplicate copies of such documents or materials for its own file or for other such purposes as the City authorizes in writing. Any reuse or modification of such documents for purposes other than those intended by the Professional shall be at the City's sole risk and without liability to the Professional.

(Option 2) ___

All documents and materials prepared by the Professional remain the property of the Professional; however, Professional must furnish City, at no additional cost, one set of reproducible mylars of the original drawings of the work and/or one copy of all documents prepared by the Professional pursuant to this Agreement.

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, 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 Professional'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 Professional has undertaken to perform on the project, regardless of whether that person contracted directly with the Professional and regardless of whether that person has employees. This includes, without limitation, independent contractors, subprofessionals, 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 Professional 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 Professional providing services on the project, for the duration of the project.

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

d. If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional 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. Professional 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 Professional, 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 Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional 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 Professional 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 Professional shall contractually require each person with whom it contracts to provide services on a project to:

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

(2) provide to the Professional, 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 Professional, 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 Professional:

(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 Professional is representing to the City that all employees of the Professional 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 Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

City of Abilene, Texas
Preliminary Design Services for PFAS Treatment Systems
May 2026

PART 1.0 PROJECT DESCRIPTION:

The City of Abilene, Texas (City) has selected HDR Engineering, Inc. (HDR) to perform professional services to assist in evaluating the City's water system with respect to the new PFAS drinking water regulations and to make design recommendations for the treatment of PFAS. The study will include reviewing water quality data from previous sampling events completed by the City and current process flow, PFAS fate and transport evaluation, performing a desktop analysis of PFAS treatment technologies to identify feasible compliance alternatives, conducting an alternatives analysis and developing preliminary cost estimates (capital & O&M), reviewing further considerations required to fill the gaps and implement the treatment process, and identification of funding and public communication strategies.

The scope of services for the project is provided as follows.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:

Task 1 – Project Management

HDR will provide the following services:

1. Provide overall project management of HDR's scope of work including budget monitoring, scheduling, invoicing, internal project quality assurance reviews, correspondence and communication, and documentation of project assumptions and deliverables.
2. Manage resources for the execution of this scope of work.
3. Coordinate with the City.
4. Coordinate and manage the day-to-day activities of the project team, including subconsultants, and monitor the budget and schedule.
5. Prepare and submit monthly invoices including a status report and schedule update.
6. Conduct an in-person kickoff meeting to discuss the scope of work, set project goals and primary/secondary objectives, and outline next steps for data collection and program reviews. It is assumed the meeting will be in person at City offices, up to two hours in duration, and attended by HDR's project manager (PM), deputy PM and up to two project engineers.

Key Understandings:

- None.

HDR Deliverables:

- Monthly invoices with status report and schedule update in electronic PDF format.
- Kick-off meeting minutes in electronic PDF format.

Meetings/Workshops:

- Project kick-off meeting with City staff.

Task 2 – Data Collection and Review

HDR will provide the following services:

1. Review City's existing sampling data. The data include, but are not limited to, UCMR5 sampling, other PFAS sampling, monthly operating reports (MORs) for water treatment, and other water quality parameters that may influence PFAS treatment including total organic carbon (TOC), hardness, alkalinity, inorganics, and potential scalants, foulants and adsorption competition for treatment technologies.
2. Analyze the data to identify data gaps and inform additional data needs to complete subsequent tasks.
3. Based on the data gaps identified in the previous subtask, prepare a PFAS and Related Water Quality Sampling Plan that identifies constituents, methodology, sampling locations, number and frequency of samples, and outside laboratory needs, if any. Sampling will involve, at a minimum, raw water sources, two locations within the treatment process, WTP treated water, WTP residuals, WWTP influent and effluent, WWTP biosolids, reservoir tributary inflows, and industrial discharges. Sampling frequency will vary and can include weekly, monthly or quarterly sampling based on the City's historic sampling data.
4. Conduct site visits to the Northeast Water Treatment Plant (NEWTP), and the Hargesheimer Water Treatment Plant (HWTP). Meet with operations staff to understand facilities, capabilities and challenges.
5. Summarize the project objectives and analyzed data in a PowerPoint presentation presented to City staff. It is assumed the meeting will be held virtually through MS Teams or similar, with a duration of up to two hours, and will be attended by HDR's PM, deputy PM and up to two HDR project engineers.

Key Understandings:

- The City will provide all available sampling data and monthly operating reports for HDR's review.
- The City will be responsible for all proposed sample collection and analysis.
- HDR will not offer any sampling training. If the City requests trainings, it will be an added service.
- HDR will not visit the Grimes Water Treatment Plant (GWTP). It is assumed that GWTP will be decommissioned prior to the regulatory deadline.

HDR Deliverables:

- A list of sampling data needs in email format.
- PFAS and Related Water Quality Sampling Plan in electronic PDF format.

- Project Objectives and Data Review PowerPoint PDF.

Meetings/Workshops:

- Site visit to treatment plants.
- Project Objectives and Data Review meeting.

Task 3 – Fate and Transport Modeling

HDR will provide the following services:

1. Define the watershed for Lake Fort Phantom Hill Reservoir.
2. Develop a simplified, completely mixed, steady-state reservoir model of Lake Fort Phantom Hill Reservoir to assess in-reservoir mixing of inflows and PFOS/PFOA sources on raw water withdrawal PFOS/PFOA levels. The model will include the inflows and PFOS/PFOA sources from major tributaries, raw water withdrawal, and the initial starting PFOS/PFOA concentration in the reservoir. The model will be used to evaluate options for reducing raw water withdrawal PFOS/PFOA levels needed to meet the annual average PFOS/PFOA MCL of 4 ng/L if possible.
3. Review results from the simplified screening reservoir mixing analyses with the City in a Teams meeting. The discussion will include the merits of developing a more detailed PFOS/PFOA fate and transport model of Lake Fort Phantom Hill Reservoir. It is assumed the meeting will be held virtually through MS Teams or similar, with a duration of up to two hours, and will be attended by HDR's PM, deputy PM and up to four HDR project engineers.
4. Summarize the results of the reservoir modeling in a technical memorandum.

Key Understandings:

- PFOS/PFOA samples will be taken by the City near the intake locations for the City's three primary reservoirs (Hubbard Creek Lake, Lake Fort Phantom Hill and O.H. Ivie Lake). A sample may be taken near the Clear Fork scalping plant to verify presence or absence of PFOS/PFOA in the diversion to Lake Fort Phantom Hill. Based on preliminary data shared by the City, it is assumed that primary PFAS presence is limited to Ft. Phantom Hill. Modeling services will be limited to Ft. Phantom Hill. HDR can provide modeling of additional reservoirs as an additional service upon separate authorization from the City.
- Available PFAS data from tributary inflows, in-reservoir, and the raw water withdrawal will be provided by the City (if available).
- Lake Fort Phantom Hill reservoir bathymetry will be provided by the City (if available) or estimated from readily available online data sources.
- Other data needs (e.g., inflows) will be obtained by HDR from readily available online data sources.
- After reviewing results from the simplified screening reservoir mixing analyses with the City, HDR will discuss the merits of developing a more detailed PFOS/PFOA fate and transport model of Lake Fort Phantom Hill Reservoir with the City. One potential candidate model is the CE-QUAL-W2 model. This model is 2-dimensional (laterally

averaged and vertically segmented) and applied frequently to lakes around the country. The CE-QUAL-W2 model is time-variable and would be better capable of addressing variations in inflow and PFOS/PFOA sources along with changing reservoir water levels. The model could also be setup for an annual time period to address the annual average PFOS/PFOA MCL. If it is decided to pursue a more detailed reservoir model, HDR will prepare a scope of work and fee to perform the modeling as an additional service.

HDR Deliverables:

- Reservoir Screening Model Technical Memorandum in electronic PDF format.

Meetings/Workshops:

- Meeting to discuss reservoir modeling plan.
- Meeting to provide a status update on the modeling.
- Meeting to present reservoir modeling results.

Task 4 – Rapid Small-Scale Column Testing (RSSCT)

Conduct RSSCT to evaluate the efficacy of different Granular Activated Carbon (GAC) and potentially Anion Exchange (IX) media for removal of PFAS that are currently present in the City's source waters. The results from the RSSCT will provide initial screening and validation of viable treatment alternatives and inform development of a future pilot-scale study, if needed. HDR will provide the following services:

1. Prepare an RSSCT testing plan. Hold a Teams meeting to discuss the plan and prepare for testing. The testing will be conducted at HDR's testing facility. City staff will collect and ship the necessary water samples to HDR's Water Quality Laboratory.
2. Conduct RSSCT evaluations to examine the relative effectiveness of various GAC and IX media for PFAS removal.
    a. Depending on the results of the initial sampling under Task 2, it is initially assumed that six columns total will be tested with GAC and IX media for both WTPs (six columns).
    b. PFAS spiking at higher concentrations than current ambient levels will be considered based on statistical analysis of sampling data (to provide more detailed information on PFAS breakthrough and the relative performance of the various media).
    c. Run time for each column will be targeted for 60,000 bed volumes for GAC and 150,000 bed volumes for IX.
3. Summarize the results of the testing and present to the City in a Teams meeting, including identification of recommended media for future pilot-scale testing. It is assumed the meeting will be held virtually through MS Teams or similar, with a duration of up to two hours, and will be attended by HDR's PM, deputy PM and up to two HDR project engineers.

Key Understandings:

- City staff will collect and ship the necessary water samples to HDR's facility.

- HDR can consider piloting GAC and IX as an additional service, after further desktop evaluation and RSSCT.
- Water samples will be limited to NEWTP and HWTP. No water samples will be taken from the Grimes Water Treatment Plant (GWTP). It is assumed that GWTP will be decommissioned prior to the regulatory deadline.

HDR Deliverables:

- A list of sampling data needs in email format.
- RSSCT Plan in PDF format.
- Technical Memorandum summarizing the RSSCT results and identifying recommended media for future pilot-scale testing in PDF format.

Meetings/Workshops:

- Meeting to discuss RSSCT plan.
- Meeting to present RSSCT results.

Task 5 – Pilot-Scale Protocol Development

HDR will provide the following services:

1. Develop a test plan to delineate parameters, operating characteristics, and objectives for continued testing including pilot-scale testing. The test plan will consider outcomes from RSSCT to adjust and further define continued testing needs, to be conducted in parallel to subsequent tasks and any required treatment design development. The pilot-scale test plan will include an overview of the pilot design, operational parameters, sampling plan, proposed schedule of testing, communications plan, and quality management plan.

2. Summarize the pilot protocol to City staff. It is assumed the meeting will be held virtually through MS Teams or similar, with a duration of up to two hours, and will be attended by HDR's PM, deputy PM and up to two HDR project engineers.

3. Submit Pilot Protocol to the Texas Commission on Environmental Quality (TCEQ) for review and approval.

Key Understandings:

- None.

HDR Deliverables:

- Pilot-Scale Protocol in electronic PDF format.

Meetings/Workshops:

- Pilot-Scale Protocol meeting with City staff.

Additional Services (not included in this scope)

The following services can be provided by HDR at City's request, when approved in writing. These services are not part of the Basic Services outlined in this document.

- Sampling assistance
- Pilot testing of technologies
- Staffing and operations assessment
- Public meeting attendance
- Public outreach support
- Any other service not included specifically noted

PART 3.0 OWNER'S RESPONSIBILITIES:

The City shall provide the information set forth in paragraph 6 of the "HDR Engineering, Inc. Terms and Conditions for Professional Services" for the Agreement.

PART 4.0 PERIODS OF SERVICE:

Upon receipt of written Notice to Proceed (NTP), Engineer shall perform the services as follows:

Task	**Duration**
1 - Project Management	8 months
2 - Data Collection and Review	6 weeks following receipt of sampling data
3 – Fate and Transport Modeling	2 months following receipt of data request
4 – Rapid Small-Scale Column Testing	4 months following receipt of sampling data
5 – Pilot Protocol Development	2 months following initial RSSCT results

Unless otherwise stated, the rates of compensation for Engineer's services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of Engineer's services are exceeded through no fault of the Engineer, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of Engineer's compensation shall be equitably adjusted.

PART 5.0 ENGINEER'S FEE:

Compensation for Engineer's services will be on a lump sum basis in the amount as shown as follows:

Task 1 – Project Management		$91,700.00
Task 2 – Data Collection and Review		$113,600.00
Task 3 – Fate and Transport Modeling		$46,700.00
Task 4 – Rapid Small-Scale Column Testing		$155,100.00
Task 5 – Pilot-Scale Protocol Development		$35,000.00
Total Fee		**$442,100.00**

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for the Scope of Services.

Authorize a Professional Services Contract with HDR Engineering, Inc. for PFAS Preliminary Design Services

CITY OF ABILENE TEXAS

PFAS Preliminary Design Services

- Professional Services Contract with HDR Engineering, Inc.
- Contract Amount: **$442,100**
- Funded through the City's PFAS Settlement Funds
- First phase of the City's long-term PFAS Compliance Program

CITY OF ABILENE TEXAS

PFAS Preliminary Design Services

- City received $8,714,967.76 in PFAS Settlement Funds
- Settlement was part of a case related to chemical manufacturers
- This contract will be funded from those settlement funds
- Remaining settlement funds will be used for future phases of the City's PFAS Compliance Program

CITY OF ABILENE TEXAS

PFAS Preliminary Design Services

- UCMR 5 sampling identified PFAS concentrations above the EPA Maximum Contaminant Levels (MCLs)
- EPA compliance deadline is April 2029
- Preliminary evaluations are needed before selecting and designing treatment processes
- This project provides the technical basis for future PFAS treatment improvements

CITY OF ABILENE TEXAS

Regulatory Timeline Update

- Original EPA Rule (April 2024) - Compliance deadline: April 26, 2029
- Proposed EPA Update (May 2026)
  - Proposes extending the compliance deadline to April 26, 2031
  - Extensions have to be applied for
  - Water systems would have to continue meeting ongoing regulatory requirements, including:
    - Continued PFAS monitoring and reporting
    - Public notification and Consumer Confidence Report (CCR) requirements
    - Additional actions to reduce PFAS levels for systems with higher concentrations
  - Proposed rule is currently open for public comment through July 20, 2026.

CITY OF ABILENE TEXAS

PFAS Preliminary Design Services

- Review existing PFAS and water quality data
- Develop a comprehensive PFAS sampling plan
- Evaluate PFAS fate and transport
- Perform Rapid Small-Scale Column Testing (RSSCT)
- Develop pilot-scale testing protocol
- Prepare preliminary treatment recommendations and planning-level cost estimates

CITY OF ABILENE TEXAS

Authorize the City Manager to execute a Professional Services Contract with HDR Engineering, Inc. for PFAS Preliminary Design Services in the amount of $442,100.00.

QUESTIONS?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
7/9/2026

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

ITEM: **19. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Authorize an Application for Financial Assistance from the Texas Water Development Board Water Supply and Infrastructure Grant (WSIG) Program *(Matthew Dane)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a resolution authorizing the submission of an application seeking $15,210,901 in grant funding from the Texas Water Development Board (TWDB) Water Supply and Infrastructure Grant (WSIG) Program for the Water Infrastructure Reliability Improvements Program. The proposed application includes two critical water infrastructure projects that will improve the reliability, resiliency, and operational performance of the City's water system. Both projects have been fully designed and are bid-ready, allowing construction to begin shortly after funding is awarded. The application is due to the Texas Water Development Board on July 30, 2026. The WSIG Program provides 100 percent grant funding for eligible water infrastructure projects with no local funding match required.
The proposed Water Infrastructure Reliability Improvements Program consists of two infrastructure projects designed to improve the reliability and resiliency of the City's water system. The Fort Phantom Hill Reservoir 10-inch Water Line Loop project will construct approximately 18,300 linear feet of 10-inch PVC water line to create a looped distribution system serving two pressure planes. This improvement will provide system redundancy by allowing water to be supplied from multiple directions during emergency situations or maintenance activities while also improving system pressure and water quality.

The 36-inch Raw Water Transmission Line Replacement project will replace approximately 14,000 linear feet of aging 36-inch raw water transmission main that supplies both the Northeast Water Treatment Plant and the Grimes Water Treatment Plant. The existing transmission main has reached the end of its service life and has experienced an increasing number of leaks and failures. Replacing this infrastructure will improve the reliability of the City's raw water supply system while reducing water loss associated with aging infrastructure.

FUNDING/FISCAL IMPACT

Approval of this resolution will not result in any financial impact. If the Texas Water Development Board approves the application, the City would be eligible to receive up to $15,210,901 in grant funding through the Water Supply and Infrastructure Grant (WSIG) Program to complete the proposed improvements.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council approve the resolution authorizing the submission of an application seeking $15,210,901 in grant funding from the Texas Water Development Board Water Supply and Infrastructure Grant (WSIG)

Program for the Water Infrastructure Reliability Improvements Program.

ATTACHMENTS:

1. TWDB-0201A
2. 3 - Presentation - TWDB WSIG Application

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Council of the City of Abilene requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Council OF THE City of Abilene:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $ 15,210,901.00 to provide for the costs of Water Infrastructure Reliability Improvements Program.

SECTION 2: That Emily Crawford be and is hereby designated the authorized representative of the City of Abilene for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Abilene before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: _____

_____

Engineer: Jacob and Martin, LLC

_____

Bond Counsel: _____

_____

PASSED AND APPROVED, this the 9th day of July, 2026.

ATTEST: _____ By: _____

(Seal)

Texas Water Development Board - Water Supply and Infrastructure Grant (WSIG) Grant Application Authorization

CITY OF ABILENE TEXAS

WSIG Grant Application

- Requesting authorization to submit a single $15.2 million grant application for Water Infrastructure Reliability Improvements
- Texas Water Development Board - Water Supply and Infrastructure Grant (WSIG)
- 100% Grant Funding
- 2 projects
  - Fort Phantom Hill Reservoir 10-inch Water Line Loop
  - 36-inch Raw Water Transmission Main Replacement
- Both projects are fully designed and ready to bid

CITY OF ABILENE TEXAS

Fort Phantom Hill Reservoir 10-inch Water Line Loop

- Construct approximately 18,300 LF of 10-inch PVC water line
- Create a looped distribution system serving two pressure planes
- Improve system redundancy during emergencies and maintenance
- Improve water pressure and water quality
- Estimated project cost - $3,734,187

CITY OF ABILENE TEXAS

Fort Phantom Hill Reservoir 10-inch Water Line Loop



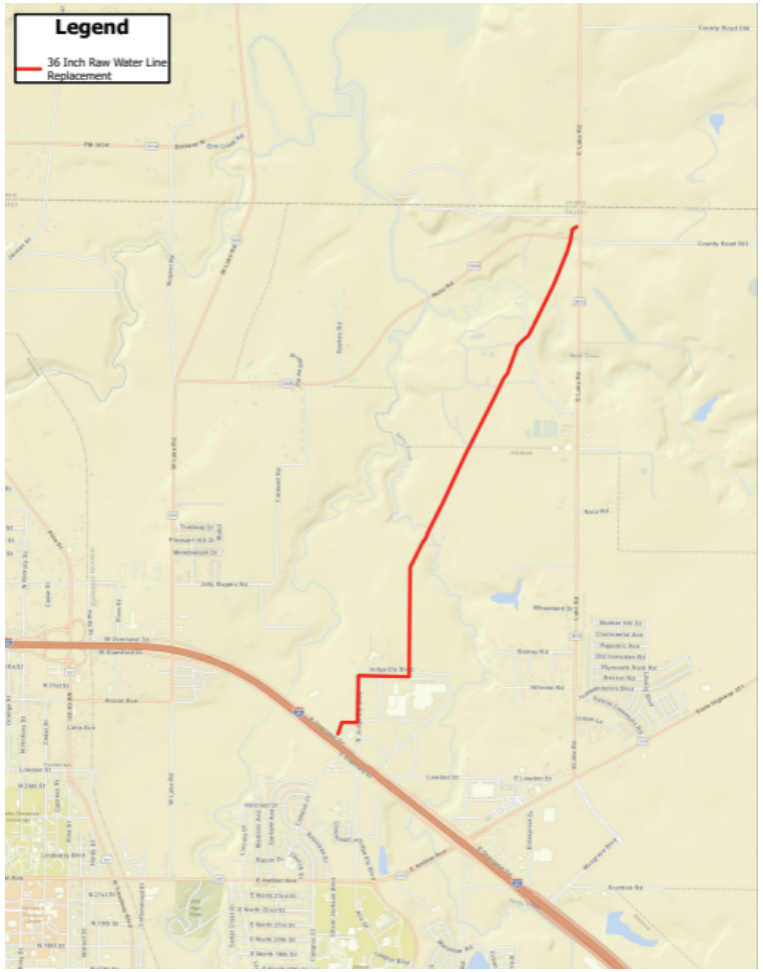
CITY OF ABILENE TEXAS

36-inch Raw Water Transmission Line Replacement

- Replace approximately 14,000 LF of 36-inch transmission main
- Existing line has reached the end of its service life
- Supplies both the Northeast Water Treatment Plant and Grimes Water Treatment Plant
- Improve reliability and reduce water loss
- Estimated project cost - $11,476,714

CITY OF ABILENE TEXAS

36-inch Raw Water Transmission Line Replacement



CITY OF ABILENE TEXAS

Approve the resolution authorizing the submission of a $15,210,901 application to the Texas Water Development Board Water Supply and Infrastructure Grant (WSIG) Program for the Water Infrastructure Reliability Improvements Program.

QUESTIONS?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
7/9/2026

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

ITEM: **20.**

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Execute a Professional Services Contract with Kimley-Horn and Associates, Inc. for Integrated Infrastructure Management Plan Program Management Services (Phase 1 — Program Setup) ***(Matthew Dane)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council authorize the City Manager to execute a Professional Services Contract with Kimley-Horn and Associates, Inc. for Program Management services supporting the City's Integrated Infrastructure Management Plan (IIMP) in the amount of $455,700.00. This contract authorizes Phase 1 — Program Setup only: the approximately 60- to 90-day setup sprint that establishes the foundation the Program depends on. Subsequent phases will be authorized separately as each becomes defined.

The IIMP is the City's integrated planning effort across its four water and wastewater systems — water distribution, water treatment, wastewater collection, and wastewater treatment. It produces one prioritized, cross-domain Capital Improvement Plan (CIP) built on shared demand projections, shared standards, and a shared data environment, and is maintained as a continuously updated, living plan rather than a document rewritten every several years.

Under this contract, Kimley-Horn and Associates, Inc. will serve as Program Manager, functioning as an extension of City staff. The City remains the directive authority throughout; the Consultant advises, coordinates the domain consultants, and integrates their work into a single CIP.

The scope of Phase 1 — Program Setup services includes:

- Pre-assessment of the City's existing master plans, studies, and data across all four systems, with per-domain recommendations supporting the City's development of the domain consultant scopes
- Population and demand projections with sensitivity analysis, including scenarios for large discrete users
- A unified framework — standardized level-of-service and design criteria, cross-domain prioritization and scoring criteria, and a standardized GIS-based data-deliverable format — so that four separate domain analyses converge into one integrated, prioritized CIP
- Establishment of a shared data and collaboration environment for the City and all domain consultants
- A documented coordination model and Program master schedule, including project kickoff

The Phase 1 deliverables will establish the criteria, data standards, and coordination structure required to scope and procure the domain consultants and to assemble the five-year (rate-driving) CIP that feeds the City's rate study. The City's rate model and rate study remain in-house; the Consultant will deliver the five-year CIP into the City's rate model on schedule but will not build the rate model or perform the rate study.

FUNDING/FISCAL IMPACT

The contract will be funded from the Water CIP fund.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council authorize the City Manager to execute a Professional Services Contract with Kimley-Horn and Associates, Inc. for Integrated Infrastructure Management Plan Program Management Services (Phase 1 — Program Setup) in the amount of $455,700.00.

ATTACHMENTS:

1. Resolution_IIMP_KimleyHorn
2. Signed Contract
3. 3 - IIMP Council Presentation

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 7/7/2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR INTEGRATED INFRASTRUCTURE MANAGEMENT PLAN PROGRAM MANAGEMENT SERVICES (PHASE 1 — PROGRAM SETUP).

WHEREAS, the City of Abilene (City) owns and operates public water and wastewater systems and engages in long-range capital planning to maintain reliable, compliant service across its water distribution, water treatment, wastewater collection, and wastewater treatment systems; and

WHEREAS, the City is establishing the Integrated Infrastructure Management Plan (IIMP) to replace periodic, siloed master planning with a single, continuously updated, cross-domain Capital Improvement Plan built on shared demand projections, shared standards, and a shared data environment; and

WHEREAS, the City has selected Kimley-Horn and Associates, Inc. to serve as Program Manager for the IIMP, functioning as an extension of City staff to coordinate the domain consultants and integrate their work into a single prioritized Capital Improvement Plan, with the City remaining the directive authority; and

WHEREAS, the City desires to enter into a Professional Services Contract with Kimley-Horn and Associates, Inc. to perform Phase 1 — Program Setup, including the pre-assessment, population and demand projections, unified framework, shared data environment, and coordination model and master schedule necessary to establish the Program and support development of the five-year (rate-driving) Capital Improvement Plan; and

WHEREAS, subsequent phases of the Program will be authorized separately, and the total contract amount for Phase 1 is $455,700.00, to be funded from the Capital Improvement Plan (CIP) funds;

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

That the City Manager is authorized to execute a Professional Services Contract with Kimley-Horn and Associates, Inc. for Integrated Infrastructure Management Plan Program Management Services (Phase 1 — Program Setup) in the amount of $455,700.00.

ADOPTED this 9th day of July, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This Contract, dated the 9th day of July 2026, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Kimley-Horn and Associates, Inc., a Company organized under the laws of the State of Texas. ("Professional").

The City is engaged in Integrated Infrastructure Management Plan and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified engineer properly licensed to practice in the State of Texas. Professional desires to render professional services to the City on the terms and conditions provided in this Contract.

The Professional must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

THEREFORE, the City engages the services of the Professional. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERMS

In consideration of the compensation stated in paragraph II, the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by a mutually agreed upon date.

II. FEE

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

III. FACILITIES

The Professional will furnish all facilities and equipment that may be necessary to perform services required under this Contract.

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. 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.

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material which Professional prepares or acquires in performing this Contract, including any duplicate copies kept by Professional. The Professional may not disclose to any person or entity any information regarding the City's activities. The City may, however, specifically authorize a limited disclosure at its discretion.

IX. 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.

"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.

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

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

B. Indemnity

The Professional shall indemnify, hold harmless and defend the City against liability for damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Professional or the Professional's employees, or another entity over which the Professional exercises control, subject to the limitation in Texas Local Government Code Section 271.904.

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

The Professional agrees to maintain the type and amounts of insurance required in this Contract throughout the term of the Contract. The Professional is solely responsible for providing the required certificates of insurance. The City may terminate this Contract if the Professional 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 Professional 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 Professional must furnish new certificates or copies of the policy before the expiration date.

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this Contract is made.

2. Provide for thirty (30) days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
___1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
___2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_4.	Professional Liability	$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	
___6.	No Insurance Required	

XI. 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.

XII. TERMINATION

This Contract may be terminated at any time upon thirty (30) days written notice by City to Professional. In the event of termination, Professional will be compensated for work satisfactorily performed before the termination date. 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.

If, through any cause, the Professional fails to fulfill its obligations under this Contract, or if the Professional violates any of the agreements of this Contract, the City has the right to terminate the Contract by giving five (5) days written notice to the Professional. The Professional will be compensated for work satisfactorily performed before the termination date.

The Professional, however, is not relieved of liability to the City for damages sustained by the City because of any breach of contract by Professional. The City may withhold any payments to Professional for the purpose of setoff until the exact amount of damages due the City from the Professional is determined and paid.

XIII. PROJECT REPRESENTATION

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

XIV. 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, P.E., Director of Water Utilities
P.O. Box 60
Abilene, TX 79604-0060

Professional – ATTN:
Kyle Weldon, P.E., Project Manager, and Associate
801 Cherry St, Unit 11, Ste 1300
Fort Worth, TX 76102

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

Professional 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. Professional 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.

XVII. 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.

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. 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.

XX. 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 Professional. The Professional 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 Professional 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.

XXI. 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.

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

XXIII. 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.

XIV. 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.

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

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

CITY OF ABILENE

By:

Name:

Title:

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By: Chris Igo P.E.

Name: Chris Igo, P.E.

Title: Associate

Address: 801 Cherry Steet, Suite 1300
Fort Worth, Texas 76102

Phone Number: 817-335-6511

Federal Tax ID#: 56-0885615

ATTEST: (if corporation)

Corporation's Secretary

Corporate Seal (if available)

ANNA MARIE CRUZ
Notary Public, State of Texas
Comm. Expires 08-25-2027
Notary ID 134528705

ATTACHMENT A

Scope of Services

See the attached Proposal and payment schedule provided by Kimley-Horn (9 pages) attached hereto and incorporated by reference. If any terms and conditions of the proposal conflict with the terms and conditions in this Agreement, then the terms and conditions of this Agreement shall 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 professional services and will be paid at a rate of $Click or tap here to enter text. per hour, or per the attached schedule, not to exceed $Click or tap here to enter text..

Professional 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 ___

Payment is in a lump sum amount of $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 requested by the City, the Professional must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Professional has been notified.

OPTION 3 _X_

Payment is a fixed fee amount of $455,700.00 payable per Individual Task listed on Payment Schedule 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 requested by the City, the Professional shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Professional has been notified.

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) _X_

All documents and materials prepared by Professional under the terms of this Contract are the City's property from the time of preparation, and Professional must deliver the documents and materials to the City or make them available for inspection whenever requested. Professional has the right to make duplicate copies of such documents or materials for its own file or for other such purposes as the City authorizes in writing.

(Option 2) ___

All documents and materials prepared by the Professional remain the property of the Professional; however, Professional must furnish City, at no additional cost, one set of reproducible mylars of the original drawings of the work and/or one copy of all documents prepared by the Professional pursuant to this Agreement.

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, 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 Professional'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 Professional has undertaken to perform on the project, regardless of whether that person contracted directly with the Professional and regardless of whether that person has employees. This includes, without limitation, independent contractors, subprofessionals, 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 Professional 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 Professional providing services on the project, for the duration of the project.

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

d. If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional 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. Professional 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 Professional, 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 Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional 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 Professional 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 Professional shall contractually require each person with whom it contracts to provide services on a project to:

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

(2) provide to the Professional, 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 Professional, 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 Professional:

(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 Professional is representing to the City that all employees of the Professional 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 Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

Scope of Services: Integrated Infrastructure Management Plan — Program Management (Phase 1)

City of Abilene — Water Utilities

Consultant Services Contract — Attachment A
Program Manager: Kimley-Horn and Associates, Inc.

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1. Background

The Integrated Infrastructure Management Plan (the "IIMP" or the "Program") is the City of Abilene Water Utilities' (the "City") integrated planning effort across its water and wastewater systems — water distribution, water treatment, wastewater collection, and wastewater treatment. The Program produces one prioritized, cross-domain Capital Improvement Plan (CIP) built on shared demand projections, shared standards, and a shared data environment, maintained as a living plan: a continuously updated, GIS-anchored deliverable rather than a document rewritten every several years.

The City has selected a **Program Manager (PM)** — Kimley-Horn and Associates, Inc. (the "Consultant") to serve as an extension of City staff. The Consultant shall be responsible for the cross-cutting elements every domain depends on, shall assist the City in coordinating the domain consultants, and shall integrate their outputs into a single CIP. The City is the directive authority throughout; the Consultant advises, coordinates, and integrates. This Attachment A scopes **Phase 1 — Program Setup** only.

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2. Phased Approach

The Consultant shall support the Program through successive phases, each authorized separately. Each authorization shall specify the services to be performed or continued, the deliverables to be provided, and the compensation, and shall be executed by authorized representatives of each party.

This contract authorizes **Phase 1 — Program Setup** only (the approximately 60- to 90-day setup sprint described in the Tasks below). Subsequent phases, including domain analyses, CIP development, and ongoing program coordination, shall be authorized separately as each becomes defined during Phase 1. Where a Phase 1 task produces the information needed to scope a later phase (for example, the per-domain depth determined by the pre-assessment in Task 1), that later phase shall be scoped accordingly.

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3. Program-at-a-Glance

This overview shows the full intended arc of the Program and where Phase 1 sits. Only Phase 1 is authorized by this contract; the later stages are shown for context and are subject to future authorization.

1. **Program Setup (Phase 1 — this contract).** The Consultant shall establish the foundation every later step depends on: the pre-assessment of the existing master plans; unified framework (standardized level-of-service / design criteria, prioritization criteria, and a standardized data-deliverable format); a shared data/collaboration environment; recommendations supporting the domain scoping needs the City uses to scope and procure the domain consultants; and the master schedule and coordination model. Approximately 60 to 90 days.

2. **Domain Analyses (the domain consultants).** Scoped and procured by the City and coordinated by the Consultant, the domain consultants perform the system-specific analysis for water distribution, water treatment, wastewater collection, wastewater treatment, asset management, and related cross-cutting work, delivering their results in the standardized format established in Phase 1. Depth and sequence per domain are driven by the pre-assessment performed under Task 1. Generally, domain analysis by PM includes review of existing domain reports, proposing domain deliverable guardrails for final compilation, and advising on program needs related to the domains.
3. **CIP ranking & assembly basis.** Phase 1 establishes *how* the CIP will be ranked and assembled and *what* the domains must deliver, so that domain outputs converge into a comparable, prioritized project list. The CIP is delivered in two stages: first, a **five-year (rate-driving) CIP** sufficient to feed the rate plan; then the **full long-term CIP**.
4. **Rate Study.** The five-year (rate-driving) CIP feeds the City's Raftelis Elio rate model, supported by a parallel cost-of-service study, to develop the draft rate. The Consultant does not build the rate model (see Section 5).
5. **Integrated / Final CIP (later phase — not authorized by this contract).** In a later authorized phase, the Consultant will facilitate integration of the final CIP in accordance with the Phase 1 criteria, reconciling cross-domain outputs against the agreed ranking and assembly basis; the City refines and owns the final product. Shown for context only; it is not part of Phase 1 and is not authorized by this Attachment A.
6. **Implementation.** The integrated CIP transitions into the City's living-plan environment (GIS/interactive map and supporting data feeds) for continuous use, with remaining detailed domain analysis completed in later phases.

Setup (Phase 1) → Domain Analyses → Five-Year (Rate-Driving) CIP → Rate Study → Integrated Final CIP → Implementation

Only Phase 1 (Setup) is authorized by this contract. The five-year (rate-driving) CIP is assembled first to feed the rate study (Raftelis Elio model plus cost-of-service study); the full long-term CIP is built out and refined by the City thereafter.

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4. Phase 1 Tasks

Phase 1 is the setup sprint, approximately the first 60 to 90 days of the Program, in which the Consultant shall perform the pre-assessment, projections, framework, data-environment, scoping-needs, and coordination work so that the domain consultants begin their analyses from a common baseline, common prioritization criteria, and a common data format. The Tasks below may overlap in time. The Consultant shall manage their concurrency against the master schedule (Task 5).

Task 1 — Pre-Assessment & Domain Scoping-Needs Development

The Consultant shall review the City's existing master plans, studies, models, and supporting data across all four utility systems and shall determine, for each, how much of the existing work is current and usable and how much must be redeveloped. The Consultant shall use that determination to develop recommendations supporting the City's domain scoping needs. The City scopes and procures the domain consultants; the Consultant shall provide the technical input required for those scopes to deliver what the Program requires.

The Consultant shall:

1. Inventory and review existing plans, studies, models, condition data, and GIS layers for each of the four systems, including the materials in the City's reference-materials packet.
2. Assess, for each system, currency, completeness, reliability, and adherence to the program standards established in Task 3, and identify what is salvageable, what requires updating, and what must be created.
3. Recommend, for each system, the depth and sequence of domain consultant work required to reach the five-year (rate-driving) CIP in time for the rate study, distinguishing "must-have for rates" work from work that may follow later.
4. Document data gaps and the field data, validation, or additional analysis required to close them (coordinated with Task 3).
5. Deliver a per-domain salvageability summary that, together with the City's existing IIMP materials, forms the basis for the domain scoping needs.
6. **Domain scoping-needs recommendations.** Deliver recommendations supporting the City's development of the domain consultant scopes, including the analytical content required to make each scope adequate (for example, acceptable model calibration, fieldwork extent, and validation, consistent with the program standards set in Task 3). The Consultant shall recommend whether work may be deconstructed and grouped across consultants — assigning portions of a domain (such as a heavy asset-management component) where they best fit — rather than procured as four monolithic deliverables.
7. **Asset-management integration approach.** Collaborate and advise on how condition-assessment and asset-management responsibility is structured between a dedicated asset-management consultant and the individual domain consultants. The recommended approach shall be a hybrid decided per system: the asset-management consultant performs cross-domain data-gap analysis and data cleanup and operationalizes condition/likelihood scoring within the single, PM-owned prioritization framework (Task 3), while condition scoring for a given domain may be performed by the asset-management consultant or by that domain's consultant based on demonstrated capability. These recommendations support the City's scoping decisions; the City determines the final assignments.

Task 2 — Unified Framework: Design Criteria, Prioritization Criteria & Standardized Data-Deliverable Format

The Consultant shall establish the **three cross-cutting standards** that allow four separate domain analyses to converge into one integrated, prioritized CIP: (a) standardized **level-of-service / design criteria**, (b) standardized **cross-domain prioritization / scoring criteria**, and (c) a standardized **data-deliverable format**.

1. **Level-of-service / design criteria.** The Consultant shall establish the standardized, City-adopted level-of-service (LOS) and design criteria against which every domain analyzes its system and against which CIP deficiencies are measured, so that ranking a treatment project against a sewer project is defensible. At minimum the criteria shall cover: **capacity** (peak-day / peak-hour demand factors, distribution pressures and fire-flow, collection velocity / surcharge / peaking and design-storm criteria); **pressure**; **redundancy / reliability** (firm capacity — largest-unit-out-of-service — and reliability standards at plants and major pump stations); **condition thresholds**; and **acceptable risk levels**. Reference standards shall include AWWA, TCEQ Chapter 290 (water) and Chapter 217 (wastewater), and applicable WEF / Ten States guidance, adapted to the City's adopted standards and local practice.

2. **Prioritization / scoring criteria.** The Consultant shall build, with the City and the asset-management team, the standardized, cross-domain prioritization framework, constructing the risk / scoring framework collaboratively rather than presetting it. The framework shall include, at minimum:
   - A **risk spine** — risk = consequence of failure × likelihood of failure — as the defensible scoring basis, with a **common, anchored scoring scale** (written anchors per asset class so a "5" at a treatment plant and a "5" on a 6-inch main are genuinely comparable).
   - A **cross-domain consequence taxonomy** held constant across domains (at least: public-health / regulatory-compliance, environmental / permit, level-of-service / capacity, financial / cost, and criticality / redundancy), even where domains weight the categories differently.
   - A **mandatory / driver overlay** layered on the risk score so that regulatory-mandated (TCEQ, PFAS) and growth-required projects are surfaced and not buried by a pure condition-risk sort. Each project shall carry a *not-later-than*/driver attribute so the rate model can phase the list without dropping mandated items.
   - Domain-specific sub-criteria, permitted provided they roll up into the common framework so the Consultant can assemble and re-rank one integrated CIP.

This prioritization framework and the asset-management consultant's risk / scoring framework shall be **one framework**: the Consultant shall **own its definition** as the program standard (consequence categories, anchored scales, rollup), and the asset-management consultant shall **operationalize** it (populating condition and likelihood scoring within it).

3. **Standardized data-deliverable format and GIS / data standards.** The Consultant shall define the format and templates each domain consultant feeds into — a GIS-based deliverable plus consistent data templates — so domain outputs arrive structured for integration rather than requiring reformatting. The deliverable shall be a **living master plan**: a GIS-anchored, interactive, continuously updatable deliverable, with supporting background data stored but kept out of the integrated view. This element shall define:
   - a common **coordinate reference system / datum**;
   - a **common asset-ID / key scheme across all domains**, so condition data rolls up to the asset-management consultant and back down to the domains by automated join rather than manual reconciliation;
   - a consistent attribute schema;
   - **linkage to the City's maintenance-management system (MMS) and to Waterly (vertical-asset) data**, so the living plan integrates with the City's existing systems; and
   - the structure of the GIS-based, continuously updatable living-plan deliverable itself.
4. **Model platform and ownership.** The Consultant shall recommend a standardized hydraulic and process model platform and shall define the model hand-off and ownership terms enabling the City to maintain the models in-house following the Program.
5. **Data workflow.** The Consultant shall define the data workflow — when domain consultants feed data in, when updates are reconciled, and how incongruent data is resolved — so the living deliverable remains coherent as multiple firms contribute.
6. **Alignment to the City's IIMP structure.** The standardized criteria and data-deliverable format shall align with the City's IIMP structure and per-domain deliverable expectations as set out in the City's **Integrated Utility Master Planning flowchart** and **IIMP program-roles graphic** (provided in the City's reference materials).

Task 3 — Shared Data Environment & Document Management Setup

The Consultant shall stand up and host the shared data and document-management environment that all domain consultants and the City work from, so that the City and all domain consultants work from a single authoritative data set and the City's external-sharing limitations do not impede the Program.

The Consultant shall:

1. Establish a hosted collaboration / file-sharing environment (for example, an ESRI Hub-style site for geospatial collaboration and/or a managed document-sharing site) that all domain consultants and authorized City users can access, with external-user registration and security controls handled by the Consultant's IT.
2. Provide each domain consultant a working area and a published / shared area, so work-in-progress remains separate from data published for Program-wide use.
3. Separate conclusive (integrated) data from background / supporting data so the integrated environment remains clean while supporting data remains retrievable.
4. Provide access provisions for the City, including any City analytics or AI tooling the City intends to use against the published data, subject to the environment's security controls.
5. Define document-management conventions (versioning, deadlines, change notification) so contributors are notified when data has been updated and dependencies are kept current.

Task 4 — Kickoff, Coordination Model & Master Schedule

The Consultant shall establish how the Program is run day-to-day — the coordination model among the City, the Consultant, and the domain consultants — and shall build the master schedule from the domain scopes. The domain scopes are to be finalized, if not contracted, before kickoff; the integrated work sessions and coordination described below follow domain scoping and procurement.

1. **Coordination model.** The Consultant shall:
   - (a) Define the operating model in which the Consultant functions as an extension of the City, the City is the directive authority, and the Consultant observes the domain consultants' work and advises the City while the City directs.
   - (b) Define the protocol by which direction reaches the domain consultants, vetted through the City, even when communicated by the Consultant.
   - (c) Provide the coordination tools (for example, a shared task / deadline management system).
   - (d) Establish a check-in cadence scaled to the number of domain consultants.
2. **Integrated work sessions / kickoff.** The Consultant shall plan and facilitate the early integrated work session(s) that bring cross-domain expertise together to confirm a shared understanding of the big picture, the prioritization criteria, and the deliverable expectations before analysis begins. A subsequent session shall formulate the draft plan and confirm the task structure.
3. **Master schedule.** The Consultant shall build the Program master schedule from the domain scopes, sequencing domain work against the program's interdependencies and against the rate-study constraint, and identifying where tasks can run concurrently. The critical path is **growth / demand projections (Task 2) → treatment capacity / solution → conveyance / transmission sizing → distribution detail**: growth gates treatment capacity, and where and how large the treatment solution lands (especially the PFAS plant and any expansion for the AI / base load) gates transmission and conveyance routing and sizing. The **Unified Framework (Task 3) is a hard predecessor** gating every domain scope and every domain analysis; a slipped framework

slips the five-year (rate-driving) CIP and therefore the rate. The master schedule shall reflect this dependency.

4. **Relationship-building.** The Consultant shall support City-proposed measures (for example, a kickoff networking event) to build a single-team culture across local and outside firms early.
5. Staffing and team structure for the PM role are addressed in **Attachment B**.

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5. Roles & Deliverables Boundary

- **The City is the directive authority.** The City decides what is wanted and approves scope and direction. The Consultant shall operate as an extension of the City — advising, coordinating, integrating — and not as an independent decision-maker over the domain consultants.
- **The rate model and rate study stay in-house.** The City maintains its own rate model in Raftelis Elio and shall run a parallel cost-of-service study during the early phase. The Consultant shall **not** build the rate model and shall not perform the rate study; the Consultant shall deliver the five-year (rate-driving) CIP into the City's rate model on schedule. This is a hard scope boundary.
- **Final CIP integration (later phase — not authorized by this Attachment A).** In a subsequent authorized phase, the Consultant will facilitate integration of the final CIP in accordance with the Phase 1 criteria; the City refines and owns the final product. Stated here to mark the eventual boundary; it is not part of Phase 1.
- **The Consultant determines the standardized data-deliverable format** (Task 3) so all domain outputs integrate; the City confirms alignment with its intended use of the data.
- **City staff integration.** The coordination model and asset-management training approach shall provide for the City's integration of its own staff into data collection, asset-evaluation training, and condition scoring, so the City can sustain the living plan after setup.

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6. Deliverables & Schedule

Phase 1 Deliverables

The Consultant shall deliver the following during Phase 1. Each deliverable shall be provided in editable electronic form and, where it contains geospatial content, in the standardized GIS-based data format established in Task 3.

1. **Pre-assessment & domain scoping-needs package** (Task 1). Includes: a per-domain salvageability summary stating, for each of the four systems, what existing work is current and usable, what requires updating, and what must be created; documented data gaps and the field data / validation required to close them; recommended depth and sequence of domain consultant work distinguishing "must-have for rates" work from later work; and domain scoping-needs recommendations, including the recommended hybrid, per-domain asset-management / condition-assessment approach.
2. **Population & demand projections with sensitivity analysis** (Task 2). Includes: baseline projections, the bracketed sensitivity range, and scenario runs for large discrete users (AI / data-center and base load) run with and without the user; delivered in the standardized data format and within the Brazos G horizon.

3. **Unified framework package** (Task 3). Includes: the standardized level-of-service / design criteria; the cross-domain prioritization / scoring criteria (with the mandatory / driver overlay and the single, PM-owned framework shared with asset management); the standardized data-deliverable format and GIS / data standards; the model platform recommendation and hand-off / ownership terms; and the data workflow.
4. **Shared data / collaboration environment, stood up and operational** (Task 4). Includes: the hosted environment with working and published areas provisioned for each domain consultant and authorized City users; external-user access and security controls in place; and the document-management conventions (versioning, deadlines, change notification) in effect.
5. **Documented coordination model and Program master schedule** (Task 5). Includes: the documented operating model and direction protocol; the coordination tools; and the master schedule sequenced against the critical path. The integrated work session(s) / kickoff are facilitated under Task 5 and recorded in the coordination-model documentation.

Meetings & workshops cadence. Phase 1 shall include the following meetings and workshops by Task in order to facilitate Phase 1 discussion. *(The counts and frequencies below are placeholder defaults for the City to set.)*

- Task 1 – Pre-Assessment and Domain Scoping
  - Pre-Assessment Workshop with applicable City Staff (Half Day In Person)
  - Domain Scoping Workshop with City (Half Day In Person)
  - Six (6) Domain Scoping Meetings with City and Domain Consultants (In Person)
- Task 3 – Unified Framework
  - Two (2) Framework Workshops with City Staff (Half Day In Person each)
  - Two (2) Stakeholder Coordination Meetings with City Financials (In Person)
- Task 4 – Data and Documents
  - One Review Meeting (Virtual)
- Task 5 – Kickoff, Coordination, and Schedule
  - All Domain Consultants Kick Off Meeting and Networking Mixer (In Person)
  - Six (6) Domain Consultant Kick Off Meetings (In Person)
-

Schedule Anchors

The Program schedule is governed by the rate-adoption deadline and works backward from it. The anchors below are **approximate** and remain subject to the City's confirmation of firm dates; domain scopes are to be finalized, if not contracted, before kickoff. The overall Program runs approximately **July 2026 through December 2027.**

- **PM selected:** early June 2026 (complete).
- **PM contract executed and Phase 1 setup / kickoff:** approximately July through September 2026 (the ~90-day setup sprint scoped here — program management plan, data request, master schedule, and scoping needs per domain).
- **Program-level prioritization criteria and deliverable template:** developed across approximately late 2026 through early 2027, feeding domain prioritization and CIP rollup.
- **Five-year (rate-driving) CIP:** approximately early 2027 — assembled first to feed the rate model, with roughly a 60-day lead before the rate study.
- **Rate model development:** approximately January through March 2027, with the **rate model due approximately April 2027.**

- **Full long-term CIP build-out:** continuing through 2027 (CIP prioritization, rollup, and cash-flow profiling) after the five-year (rate-driving) CIP.
- **Rate presentation to Council and adoption:** rate presentation requires a ~90%+ solution; adoption falls on the FY28 budget calendar. *(The rate-presentation and adoption dates — referenced as a mid-May 2027 presentation and a summer 2027 adoption — must reconcile to a single set of dates before the document goes to Council.)*

Two-stage CIP. The CIP is produced in two stages: the **five-year (rate-driving) CIP** is assembled first (early 2027) to feed the rate model (due ~April 2027), and the **full long-term CIP** is then built out, continuing through 2027.

Schedule dependency. Because the five-year-CIP → rate-model window depends on the parallel cost-of-service study, the master schedule (Task 5) shall track that study's completion (targeted before December 2026) as an external dependency.

Compensation

Compensation for Phase 1 is addressed separately in **Attachment B**, structured as **Lump Sum**.

Attachment B – Payment Schedule

Kimley-Horn will perform the services in Tasks 1 - 4 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar Project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
1	Pre-Assessment & Domain Scoping-Needs Development	$74,600	Lump Sum
2	Unified Framework: Design Criteria, Prioritization Criteria & Standardized Data-Deliverable Format	$213,300	Lump Sum
3	Shared Data Environment & Document Management Setup	$35,900	Lump Sum
4	Kickoff, Coordination Model & Master Schedule	$131,900	Lump Sum
	Total	$455,700	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn Project number.

Integrated Infrastructure Management Plan

A living framework for cross-domain decision intelligence

CITY OF ABILENE TEXAS

What We'll Cover Today

Four perspectives on a single idea: stop buying master plans as periodic snapshots, and start operating one integrated system that stays current.

SECTION 1

The Vision

Why integrated planning beats four siloed consultant studies, and what changes for the City.

SECTION 2

Program Work Areas

A Program Manager coordinating four utility domains, with Rate Design and Asset Management cross-cutting.

SECTION 3

The Resource Argument

One upfront investment vs. recurring consultant spikes. Predictable effort instead of stale snapshots.

SECTION 4

The Rollout

Proposed timeline from PM selection through steady state, anchored to the March 2027 rate-data deadline.

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The Vision

The IIMP transforms utility master planning and infrastructure management from periodic consultant-driven studies into a living, continuously-updated ecosystem.

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Why an Integrated Infrastructure Management Plan?

What's broken or breaking?

What does it cost to fix it?

How are we going to pay for it?



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One Continuous Cycle, Not Four Separate Programs

INTEGRATED INFRASTRUCTURE INVESTMENT PLAN

A framework for cross-domain decision intelligence

From CIP binder to living system



Six phases. One shared hub.

- Assess — condition + demand + revenue data
- Analyze — risk, capacity & cost-of-service
- Prioritize — one unified project ranking
- Plan — integrated CIP + rate strategy
- Execute — build, rehab, adopt rates
- Monitor — performance feeds back to Assess

Water Treatment, Distribution, Wastewater Collection & Treatment all feed into and draw from the same analytical framework.

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How Four Siloed Programs Roll Up Into One Cycle

	ASSESS	ANALYZE	PRIORITIZE	PLAN	EXECUTE	MONITOR
Master Planning	Demand & population forecasts, land use	Growth modeling, capacity & regulatory gaps	Capacity-driven project ranking	20-year CIP list & phasing	—	—
Asset Management	Condition surveys, CCTV, inspections	Risk scoring, useful life, lifecycle cost	Rehab / replace ranking by risk	—	Rehab, replacement, preventive maint.	Performance & failure trending
Capital Improvement	—	Cost estimates, alternatives analysis	Budget-constrained ranking	5-year program, phasing, debt capacity	Design, bid, construct, commission	—
Rate Planning	Revenue actuals, customer data, usage	Cost-of-service, revenue requirements	—	Rate design, affordability, reserves	Rate adoption, billing updates	Revenue, collections, reserves
THE INTEGRATED CYCLE	*All condition, demand & revenue data in one shared dataset*	*Risk, capacity & cost-of-service on shared assumptions*	*One unified ranking across every constraint*	*Integrated CIP + rate strategy, planned together*	*Build, rehab & adopt rates; as-builts feed straight back*	*All performance feeds back to Assess, continuously*

HOW TO READ THIS

Each program (rows) only touches some of the six steps. Many cells are blank, because no single study covers everything. The navy row is the change: those scattered pieces merge into one continuous cycle built on shared data and one set of assumptions.

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How the Unified Cycle Spreads Back Across Domains

	ASSESS	ANALYZE	PRIORITIZE	PLAN	EXECUTE	MONITOR
THE INTEGRATED CYCLE	*All condition, demand & revenue data in one shared dataset*	*Risk, capacity & cost-of-service on shared assumptions*	*One unified ranking across every constraint*	*Integrated CIP + rate strategy, planned together*	*Build, rehab & adopt rates; as-builts feed straight back*	*All performance feeds back to Assess, continuously*
Water Treatment	Plant condition, raw-water quality	Process optimization, capacity vs. demand	Upgrade ranking by risk & regulation	Improvement program, permit roadmap	Construct upgrades, process improvements	Finished-water quality, energy use
Water Distribution	Pipe / valve condition, pressure	Hydraulic & fire-flow, water-loss analysis	Main-replacement ranking, pressure zones	Distribution CIP, water-loss reduction	Main, valve / hydrant & tank rehab	Residuals, pressure, leak detection
Wastewater Collection	CCTV, manhole surveys, flow monitoring	I&I analysis, capacity, condition scoring	Rehab ranking by condition & overflow risk	CMOM program, I&I reduction, lift stations	Pipe lining, lift-station & force-main work	SSO tracking, pump-station performance
Wastewater Treatment	Equipment condition, capacity, permits	Process & nutrient performance, energy audit	Ranking by permit risk & condition	Master plan & energy roadmap	Plant expansions, process upgrades	Permit compliance, nutrients, biosolids

HOW TO READ THIS

The navy row is the unified cycle from the previous slide. Below it, that same six-step method is applied to each of the four utility domains: one consistent approach, everywhere, instead of four disconnected studies.

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What Changes

Four areas where the integrated approach delivers measurable improvement over traditional siloed planning.

Development Readiness & Decision Speed

Traditional "Can you serve this site?" often requires engineering support, extending the response time.
Integrated Capacity, constraints & growth are always current. Staff answer routine questions in days, not months.

Live Risk Register & CIP Pipeline

Traditional Risks scattered across binders and staff memory. CIP is assembled based on risk analysis.
Integrated A continuously updated risk register drives priorities; projects enter a pipeline as risks emerge.

Staff Ownership & Institutional Continuity

Traditional Consultants gain expertise and summarize in a binder. Knowledge lives in people's heads, goes stale, and leaves when they do.
Integrated Staff maintain the framework continuously. Knowledge lives in the system; ownership is built in by necessity.

Always-Current Planning Foundation

Traditional Master plans are snapshots, accurate on delivery day, increasingly stale every year after.
Integrated Projections, condition data & cost estimates update continuously. Every decision uses current data.

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The AI Advantage: Refocusing Consultant Value

AI unbundles report production, dashboards and data management to facilitate centralization in a way that augments and enhances internal staff's ability to keep the decision intelligence live, focusing consultants on high expertise work.

Raw Expertise, Not Polished Reports

Consultants deliver structured data and methodology; AI compiles professional deliverables.

Continuous Intelligence

The platform monitors live CMMS / SCADA / financial feeds and flags model drift for recalibration.

Integrated, Not Siloed

AI bridges common data standards and spots cross-domain patterns four firms would each miss alone.

Institutional Memory and Development

AI retains every engagement's assumptions, decisions and rejected alternatives for instant recall and employee development.

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What Integration Eliminates: Redundant Work

Four siloed contracts each repeat the same baseline work:

8 baseline items

× 4 contracts

= 32 scope items

for just 8 answers — each firm using different methods, assumptions, and mismatched outputs.

SET ONCE AND SHARED ACROSS ALL DOMAINS

- Population & demand projections
- Financial baseline / revenue analysis
- Condition assessment methodology
- CIP prioritization criteria
- GIS / asset inventory update
- Growth area & cost-escalation assumptions
- Risk scoring framework
- Existing-conditions data standards

Standardization enables rollup
8 cross-domain standards set once eliminate redundant consultant hours and align every assumption — producing a Unified CIP Ranking, Rate Model, and Risk Register across all four domains.

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Program Work Areas

A Program Manager coordinating four utility domains, with Rate Design and Asset Management as cross-cutting disciplines that serve all four.

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How the Program Is Organized

The Program Manager is the integrating hub. Four infrastructure domains surround the PM; Rate Design and Asset Management cut across all of them.



The integrating role

The Program Manager connects all domain work into one coherent program — assisting consultant acquisition, monitoring schedules and milestones across domains, ensuring deliverable quality and integration, communicating with stakeholders, and establishing the shared data standards that make cross-domain analysis possible.

Rate Design & **Asset Management** serve all four domains.

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The Work Areas at a Glance

Water Treatment

Plant condition, process optimization, capacity & demand forecasting, permit compliance, and treatment-upgrade planning.

Water Distribution

The largest asset by replacement value, hydraulic & fire-flow modeling, water-loss programs, pipe, valve & tank condition.

Wastewater Collection

Gravity sewer, force mains & lift stations, I&I analysis, CCTV surveys, capacity modeling, CMOM compliance, SSO prevention.

Wastewater Treatment

Plant operations & compliance, equipment condition, nutrient & solids management, biosolids strategy, energy optimization.

Rate Design (cross-domain)

Translates infrastructure needs into financial sustainability — cost-of-service, revenue requirements, the 5-year rate plan.

Asset Management (cross-domain)

Condition-based intelligence for all four domains, risk scoring, useful-life estimates, renewal & replacement planning.

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The Resource Argument

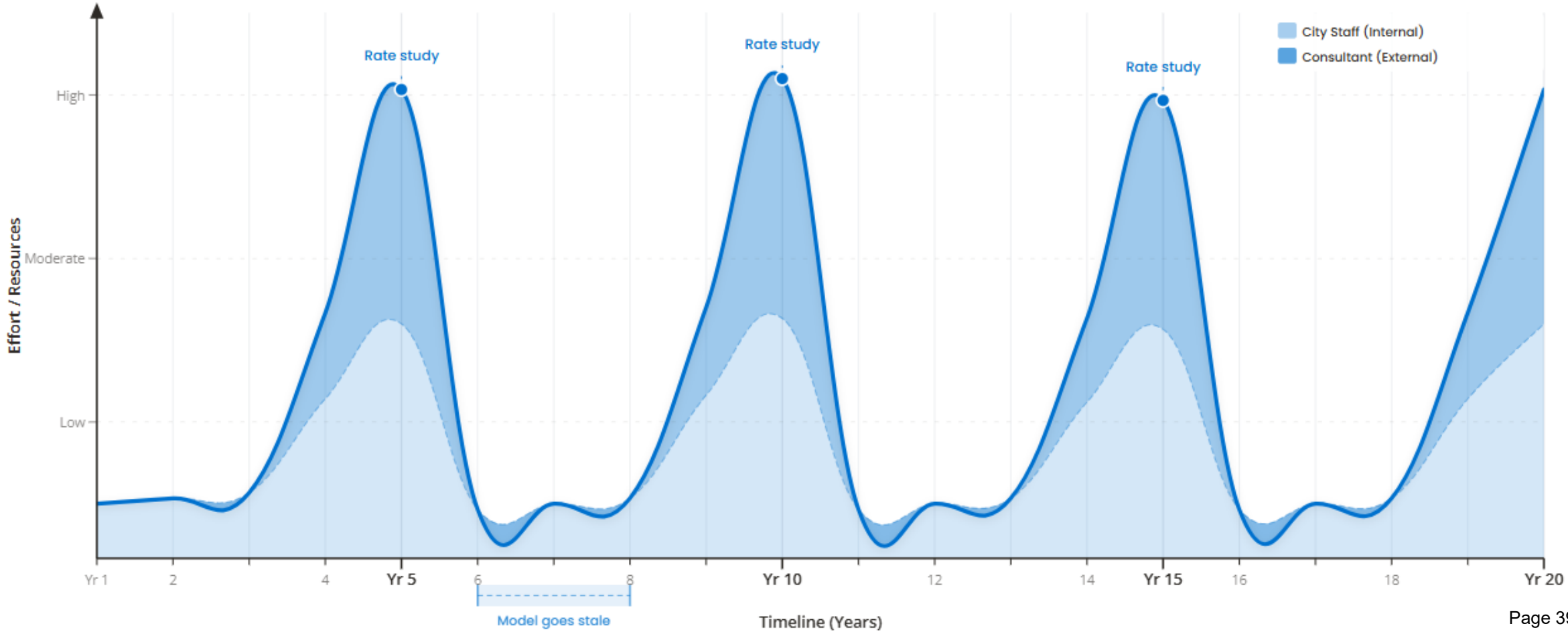
One upfront investment versus a lifetime of expensive, recurring spikes.

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Predictable Effort vs. Periodic Spikes (Qualitative Workload)

Rate Studies — Traditional Approach

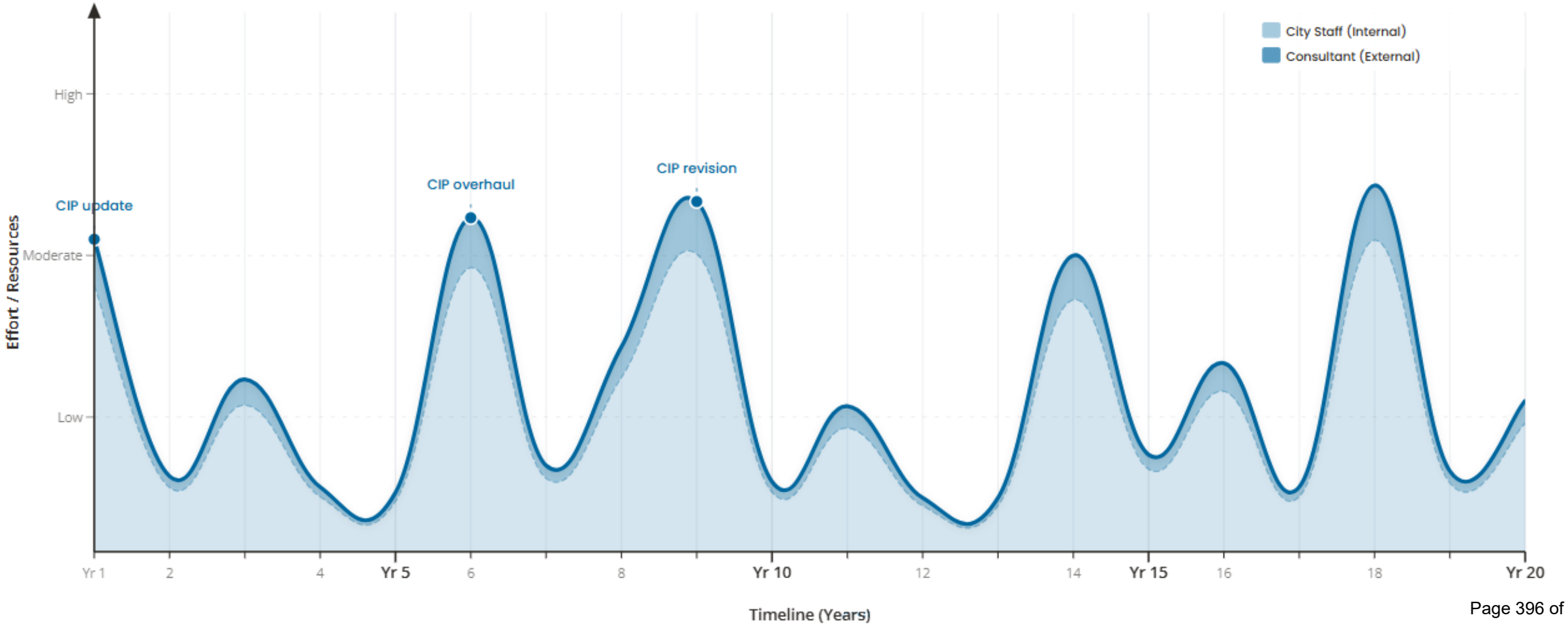
Periodic consultant-driven studies every 3–5 years



Predictable Effort vs. Periodic Spikes (Qualitative Workload)

Capital Improvement Planning — Traditional Approach

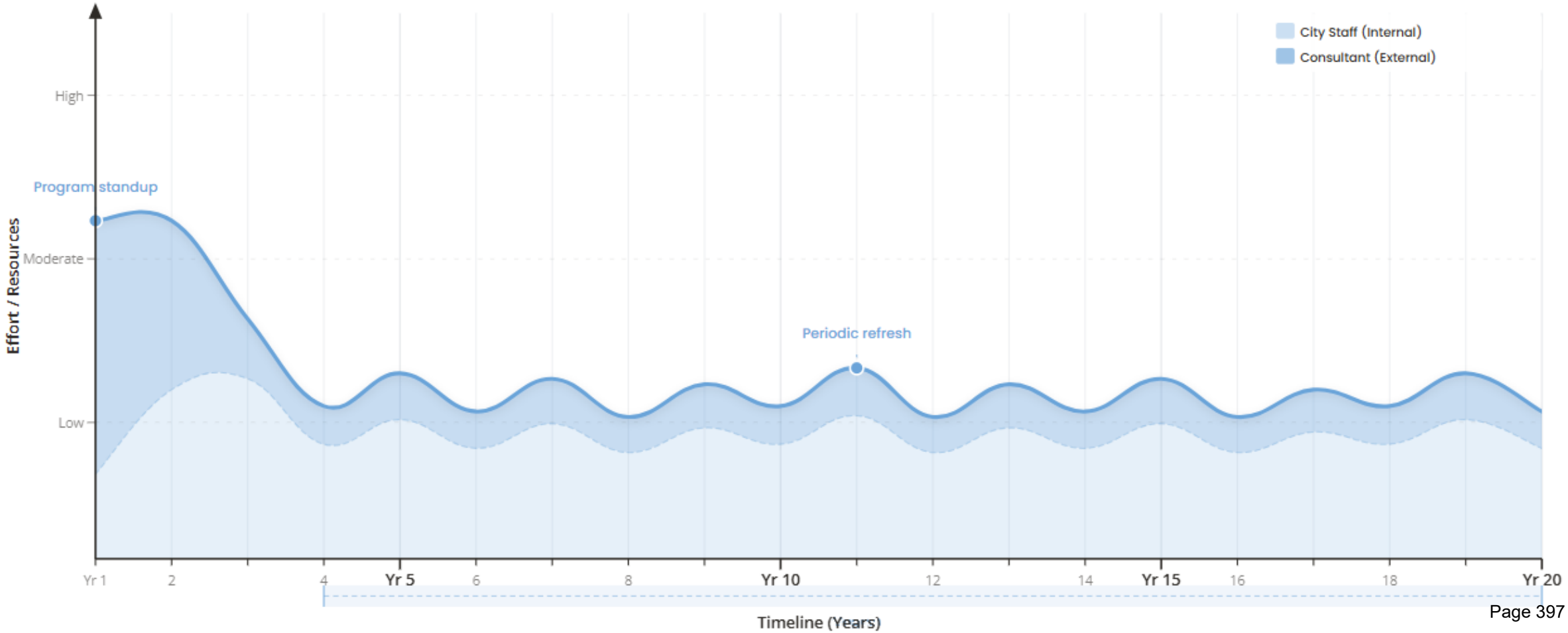
CIP updates on a similar periodic cycle



Predictable Effort vs. Periodic Spikes (Qualitative Workload)

Asset Management — Standalone Program

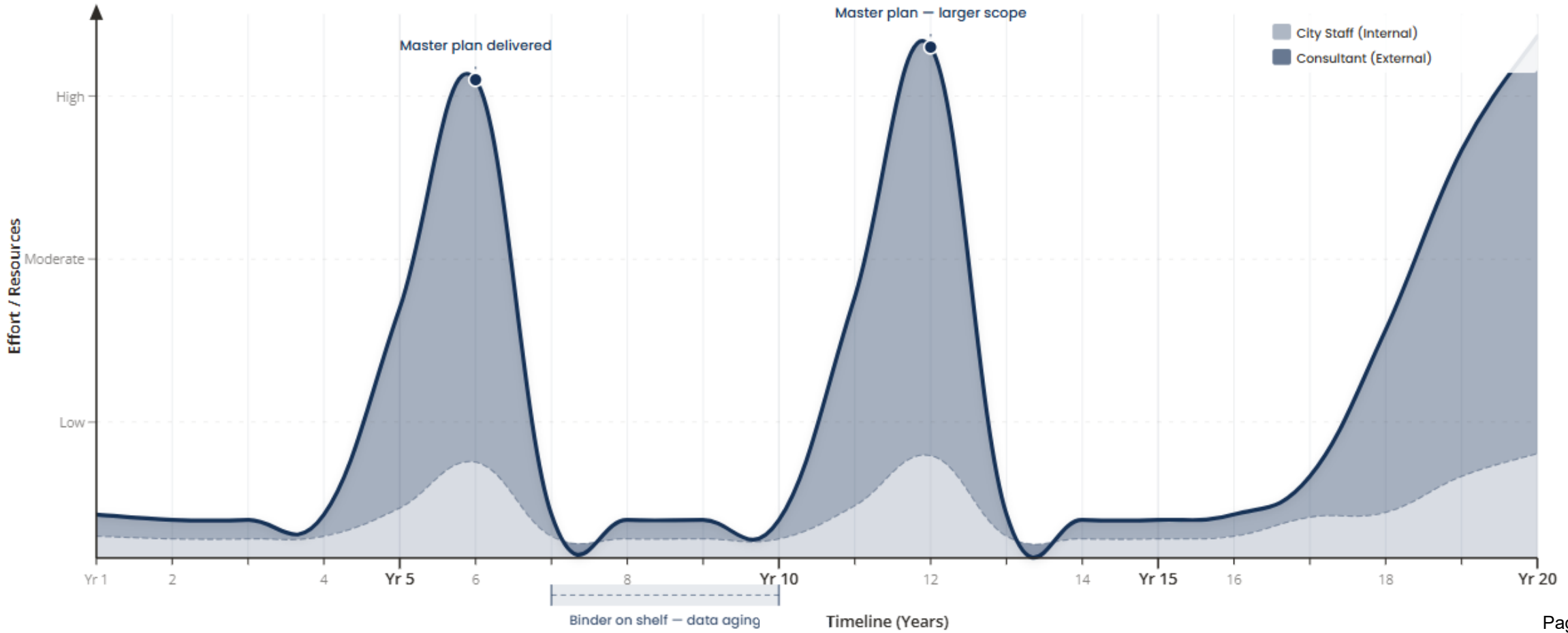
Continuous oscillating effort — what the old way looks like from Day 1



Predictable Effort vs. Periodic Spikes (Qualitative Workload)

Master Plans — Traditional Approach

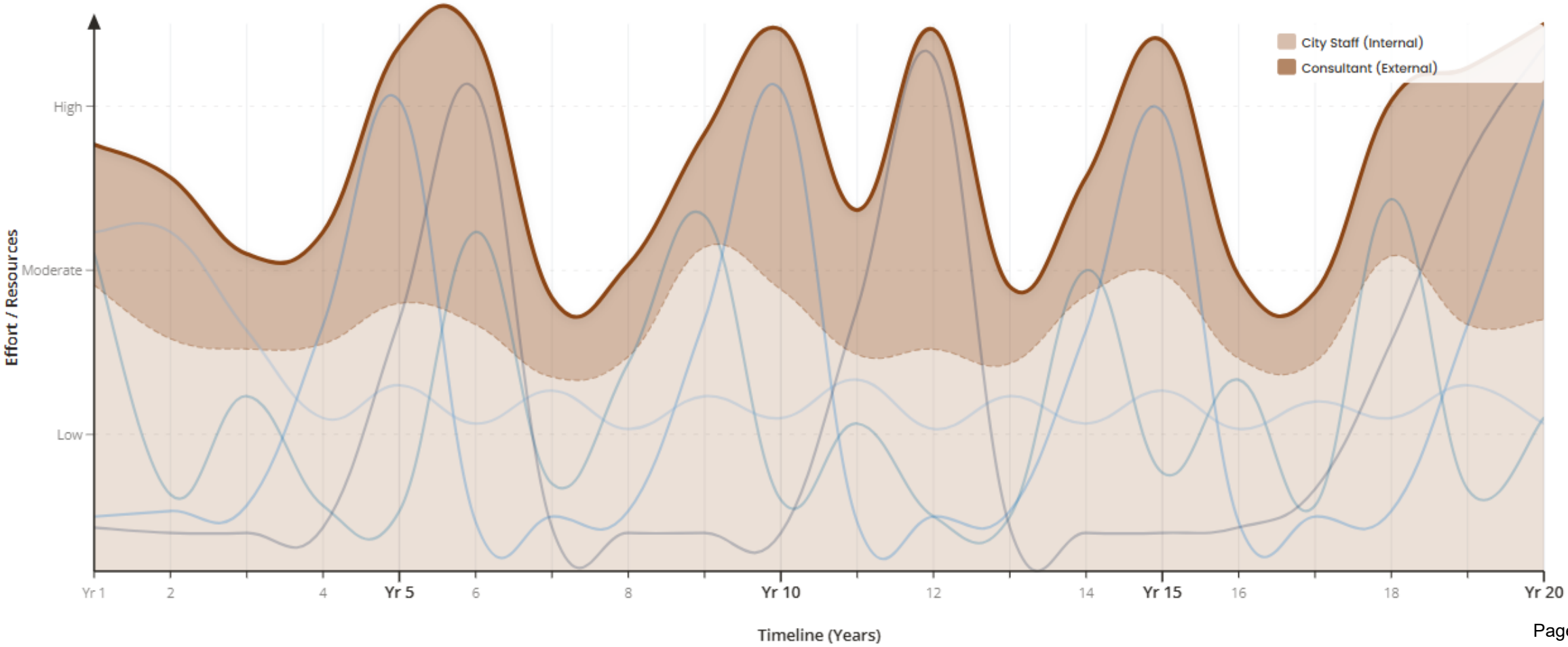
Massive periodic efforts producing binder deliverables



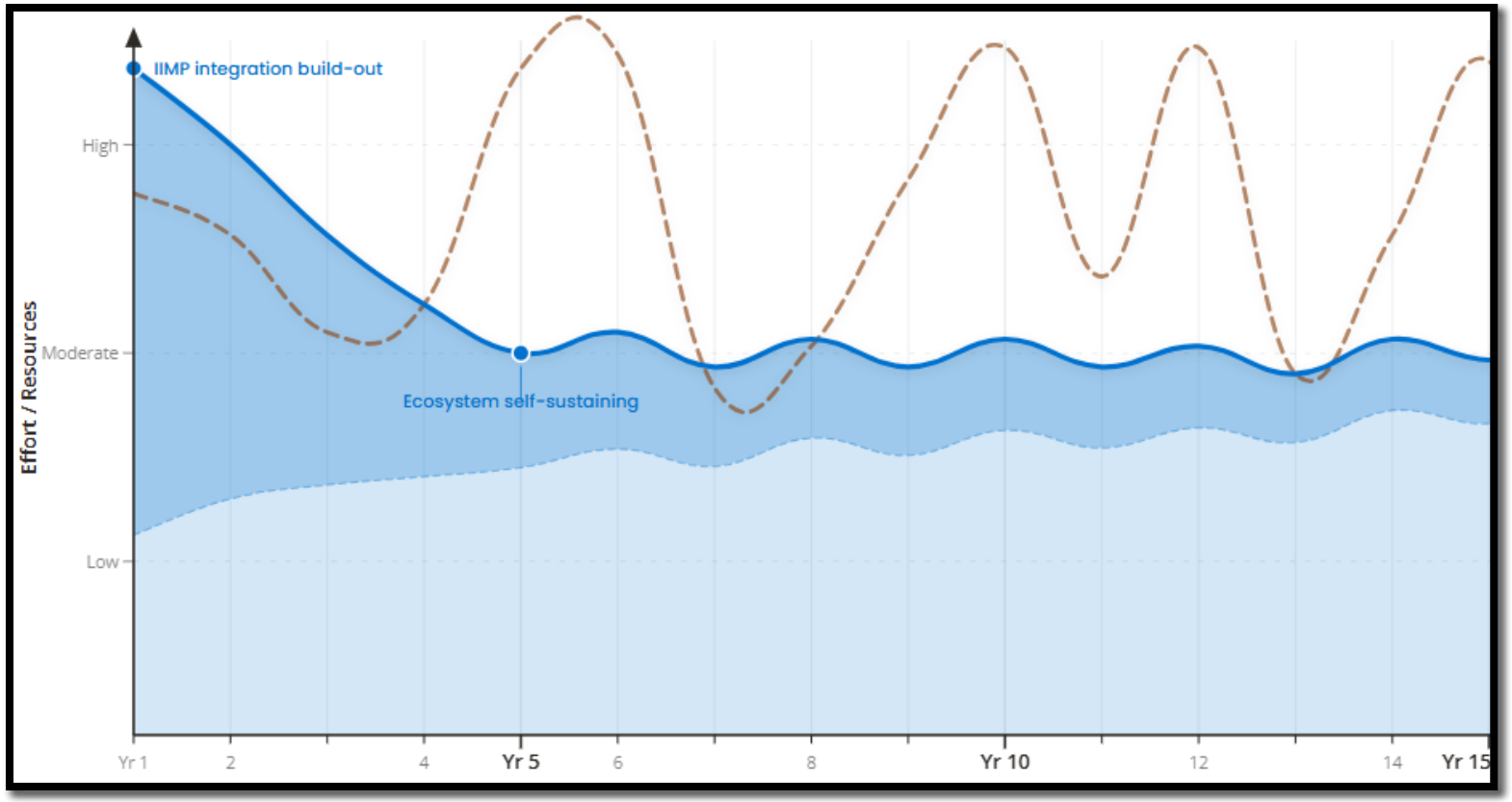
Predictable Effort vs. Periodic Spikes (Qualitative Workload)

Traditional Approach — All Processes Combined

Overlapping spikes create unpredictable resource demands



Predictable Effort vs. Periodic Spikes (Qualitative Workload)



The IIMP advantage

The IIMP settles into predictable, moderate effort — mostly internal staff — while the traditional approach swings between costly peaks and idle valleys.

- Every few years, traditional studies force consultants to re-learn the utility.
- Between studies, models go stale and priorities drift.
- The IIMP front-loads one build-out, then each process feeds the next.

CITY OF ABILENE TEXAS

The Rollout

The proposed timeline from Program Manager selection through steady state. The critical constraint is the March 2027 rate-plan data deadline — it drives the sequencing of everything else.

CITY OF ABILENE TEXAS

Why This Timeline Matters: A Wave of Capital Ahead

The five-year CIP was built from prior master plans, subsequently updated, and predates the obligations now bearing down on the utility.

2027

Cedar Ridge Reservoir

Reinitiating the Section 404 permit process — with construction cost considerably higher still.

2027

Lead Service Lines

Private-side lead service line replacements required across the system.

2028

Raw Water Lines

Large-diameter raw water transmission projects.

2029

PFAS Compliance

2029 federal deadline (2031 with an exception) for Northeast WTP and Hargesheimer WTP expansions.

THE PLANNING CHALLENGE

None of this is in the current plan.

These obligations will compete for the same dollars. Building an achievable financial plan around them takes a strategic, continuously-current view — not a snapshot. Last cycle, our biggest obstacle was working off expired intelligence.

CITY OF ABILENE TEXAS

From Selection to a Fully Implemented Plan

The detailed schedule reduces to five broad milestones — landing on a fully implemented, integrated plan in June 2028.

Mid-2026	**Program manager & consultants onboard** PM selected; the four domain consultants and rate consultant come under contract.
Mar 2027	**Rate-plan data ready** Enough current data in hand to build the next five-year rate projection.
Jun 2027	**First integration** Asset and condition data begin feeding domain planning.
Jun 2028	**Fully implemented, integrated plan** All four domains unified on one framework — asset data, condition assessments, CIP & master planning.
Ongoing	**A living system** Staff maintain it; planning stays continuously current.

WHAT THIS ASSUMES

- The Rate Data Sprint (mid-2026 → early 2027) delivers just enough current data for the rate projection — it does not wait on finished studies.
- Asset management stands up in parallel, not gated by the rate work.
- Transition is gradual, not a hard cutover — fully unified by June 2028, then continuously maintained.

CITY OF ABILENE TEXAS

What This Might Cost — A Planning-Level View

Budgetary, order-of-magnitude figures shown to illustrate the opportunity — not committed targets. Actual cost is set as each phased scope is priced and approved.

$3M – $6M

STARTING POINT
Consultants' estimate to build the full program from scratch

POTENTIAL REDUCTION LEVERS (independent with estimated ranges)

–25–50%	**Build on prior master plans**	Reuse the population, GIS, condition & financial baselines already developed — the program does not start from zero.
–10–20%	**In-house engineering labor**	A staff of 3 licensed engineers, 1 EIT & 2 engineering analysts now lets the utility take scopes in-house.
–5–15%	**In-house AI utilization**	Compile deliverables, manage data & keep the plan current without paying engineering rates for production work.

ILLUSTRATIVE

These are independent levers, shown to illustrate potential — they may not simply add together. The combined effect is refined as scopes are priced. Figures are budgetary and qualitative, not adopted targets.

CITY OF ABILENE TEXAS

Phased, Pause-Able Funding

Costs are planned across roughly two years (possibly into a third) with scopes built in phases, most time-critical first.

1 PHASE 1
Most time-critical

Rate-data sprint and the scopes feeding the March 2027 rate deadline.

off-ramp

2 PHASE 2-?
Next priority

Broader domain planning and CIP development as data matures.

off-ramp

3 FINAL PHASE
Remaining scopes

Lower-urgency domain work that completes the integrated framework.

BUILT-IN OFF-RAMPS

Funding is committed one phase at a time. If revenues tighten or priorities shift, the program can pause between phases — without overcommitting funds or stranding a half-finished study.

Year 1	Year 2	Year 3 (if needed)

CITY OF ABILENE TEXAS

The Contract Before You: Phase 1 — Program Setup

What Phase 1 Delivers:

1	**Pre-assessment & domain scoping-needs**	Per-domain salvageability — what's current, what needs updating, what must be created — plus recommended depth, sequence & asset-management approach.
2	**Initial population & demand projections**	Baseline plus a sensitivity range and scenarios for large discrete users (AI / data-center & base load), within the Brazos G horizon.
3	**Unified framework**	Standardized level-of-service & design criteria, one cross-domain risk-based scoring framework, and the standardized GIS data-deliverable format.
4	**Shared data & collaboration environment**	A hosted, operational environment — working & published areas per consultant, external access & security, document-management conventions.
5	**Coordination model & master schedule**	The operating model, direction protocol & coordination tools, plus a master schedule sequenced to the critical path — kickoff facilitated.

Cost: $455,700.00

CITY OF ABILENE TEXAS

Scope Boundaries & Key Dates

HARD SCOPE BOUNDARIES

City is the directive authority

The PM is an extension of City staff. They're advising, coordinating & integrating, not an independent decision-maker over the domain consultants.

Rate model & rate study stay in-house

The City runs its Raftelis Elio model plus a parallel cost-of-service study. The PM compiles the 5-year (rate-driving) CIP, but does not build the model or run the study.

Final CIP integration is a later phase

Facilitated in a separately-authorized phase; the City refines and owns the final product. Not part of this contract.

KEY DATES (approximate)

Jul–Sep 2026	Phase 1 setup sprint (~90 days)
Early 2027	5-year (rate-driving) CIP assembled
~Apr 2027	Final Rate model due
Through 2027	Full long-term IIMP build-out
Jul 2026 – Dec 2027	Overall program window

CITY OF ABILENE TEXAS

Authorize the City Manager to execute a Professional Services Contract with Kimley Horn and Associates for Program Management of the IIMP

QUESTIONS?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
7/9/2026

TO: **Honorable Mayor & Members of City Council**
FROM: **Stanley Smith, City Attorney**

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

GENERAL INFORMATION

The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections: 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. 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
5. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
6. PFAS Litigation
7. 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
8. 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
9. Patricia Anderson v. City of Abilene; Cause No. 51867-A, IN the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024
10. 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
11. 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
12. 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
13. 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
14. 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
15. 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
16. Joseph Jarrell Turner v. H Haught, Case No. 1:25-CV-00201-BU; In the United States District Court, Northern District of

Texas, Abilene Division; filed October 16, 2025
17. Samantha Henry a/k/a Samantha Kae Henry-Davis v. Chris Milliorn, et al.; Civil Action No. 1:25-cv-00003, In the United States District Court, Northern District of Texas, Abilene Division, filed January 6, 2025
18. Donald Schultz v. Abilene Police Department; Case Number SC26-11800J11, In The Justice Court, Precinct 1, Place 1, Taylor County, Texas; filed June 18, 2026
19. Brandon Jeffrey Gurganus v. City of Abilene; Cause No. 13925-D, In the 350th Judicial District Court, Taylor County, Texas; filed June 15, 2026

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)
1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards and Commissions may be discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:
None

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

CITY COUNCIL MEMORANDUM
7/9/2026

TO: **Honorable Mayor and City Council**
FROM: **Misty Mayo, CEO Development Corporation of Abilene**

ITEM: **22. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene, Inc.'s Economic Development Plan *(Misty Mayo)***

GENERAL INFORMATION

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:
1. City Resolution - FY 27 Economic Development Plan

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA") ECONOMIC DEVELOPMENT PLAN.

WHEREAS, the DCOA's President, in consultation with the DCOA's Board of Directors, has reviewed the Economic Development Plan (the "**Plan**"), a copy of which is set forth on **Exhibit A**, attached hereto and fully incorporated herein; and,

WHEREAS, the objectives and strategies detailed in the Plan are a culmination of extensive data analysis and thorough input from stakeholders, community leaders, and the DCOA leadership; and,

WHEREAS, the Plan is intended to evaluate the current and future needs of Abilene's economic development efforts; and,

WHEREAS, the DCOA requests that the City of Abilene approve the Plan.

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

PART 1. The City of Abilene hereby approves the Plan.

PART 2. The City of Abilene's approval of the Plan as set forth in this Resolution is the approval of the Plan as required by the DCOA's Bylaws.

PART 3. This Resolution takes effect immediately upon its adoption.

ADOPTED this 9th day of July, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE



DEVELOPING ABILENE. **TOGETHER.**

Abilene City Council | Economic Development Plan
Misty Mayo, President and CEO

Abilene Independent School District student leaders visiting local food manufacturer, Chike Nutrition.

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

VISION

To build the future Abilene.

MISSION

To lead economic growth in Abilene by attracting and sustaining industries that support job creation, foster strong business, and ensure a prosperous community.



ECONOMIC DEVELOPMENT STRATEGIC PLAN

OBJECTIVES

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

BUSINESS ATTRACTION

Promote Abilene as the premier location for business.

Strengthen Abilene's competitive advantage by activating strategies that attract consistent and sustainable investment for the community.

BUSINESS RETENTION & EXPANSION

Influence business growth in the community.

Create a culture that engages existing targeted-industry businesses as the catalyst for sustaining and growing our economic base.

WORKFORCE DEVELOPMENT

Implement innovative workforce initiatives to support Type A Companies.

Initiate new innovative approaches to broaden workforce capacity, creating a sustainable pipeline of available workforce and support systems for existing and future Type A Companies.

MARKETING & BRAND MANAGEMENT

Market the community aggressively and proactively.

Develop a robust marketing strategy for DevelopAbilene encompassing communication systems and strategic research to support all initiatives of the DCOA under a highly recognizable brand.

REAL ESTATE

Prioritize real estate assets that spur Abilene's future growth.

Lead industry development initiatives and strategic projects that most effectively impact long-term economic development success.

EFFECTIVE OPERATIONS

Ensure DCOA's effectiveness to continue long-term success and impact for Abilene in economic development.

Establish sustainable mission-critical operations that maximize the DCOA's effectiveness in implementing strategies aligned with the Mission.

ECONOMIC DEVELOPMENT STRATEGIC PLAN

Exhibit A

STRATEGIES

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Business Retention & Expansion Strategies

- Establish a sustainable system for identifying, researching, and engaging existing Type A businesses.
- Develop programs to support the growth of existing businesses.
- Become a hub for creative and innovative business.

Business Attraction Strategies

- Implement systems that identify and engage targeted prospects, manage their interactions with us, and lead them to an Abilene location decision.
- Commission a competitive analysis and target industry study to prepare research that evaluates our resource capacities and identifies prospect industries aligned with those resources.
- Utilize and expand data & software assets to perform next-level, competitive business retention and expansion, business development, promotion, and marketing operations.

Marketing & Brand Management Strategies

- Identify and develop resources needed to draw prospect interest and confirm the appropriateness of an Abilene location.
- Utilize proactive marketing to implement organizational and industry marketing, and state, national, and international outreach efforts.
- Promote existing growth to leverage positive messages for workforce, business retention and expansion, and business attraction.

Workforce Development Strategies

- Examine all aspects of the regional workforce and create an action summary to support the needs identified.
- Implement programs to sustain and enhance the skills and capabilities of the regional workforce aligned with targeted industries.
- Further enhance and invest in education and training with educational partners, including an emphasis on exiting Dyess Airmen.

Real Estate Strategies

- Implement a real-time sustainable system that identifies and inventories all aspects of available real estate potentially suitable for the needs of targeted prospects, including consideration of acquisition & expansion of existing assets and Industrial Parks.
- Analyze and evaluate costs and benefits of all DCOA properties to determine the best use for each property and formulate plans to implement.
- Plan for long-term opportunities related to economic development incentives, incentive zones, and emerging opportunities.
- Evaluate master plans for both Industrial Parks for updates and improvements.

Effective Operations Strategies

- Employ systems to ensure engagement of qualified and dedicated Staff and Board members to ensure their contributions through effective training and education.
- Manage engagement of Partners to help deliver aspects of the DCOA's comprehensive responsibilities.
- Implement best practices for policies and financial management systems to ensure future strategic projects are considered, as well as appropriate budgeting, monitoring, recording, and reporting of financial practices.

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

The DCOA FY 2020 - FY 2025

$47.57 Billion
Total Capital Investment

2,128
Jobs Created

4,245
Jobs Retained

The DCOA FY 1990 - FY 2025

$48.18 Billion
Total Capital Investment

9,520
Jobs Created

11,719
Jobs Retained

Active Company Partners | FY 2020 - FY 2025

ABI WINDOWS
AbiMar Foods
acufloor
NEXT Nuclear Energy eXperimental Testing
amazon
ARROW The Right Choice
BRIDGESTONE bandag
Hartmann's Inc.
BAVARIAN POLYMERS
BIG COUNTRY DERMATOLOGY PHARMACY
BlueCross BlueShield
CHIKE
BWJ METALWORKS LLC
Vista Flags The Art Of Display
GREAT LAKES CHEESE
EXTREME EXTERIORS
Crusoe
HARDIN-SIMMONS UNIVERSITY
LANCIUM
HENDRICK HEALTH
Airtite WINDOWS
PETROSMITH
PRIMAL PET GROUP
wesco
UNITED Ag & Turf
DANSCO MANUFACTURING, INC
R+L CARRIERS



Develop
Abilene
DEVELOPMENT CORPORATION
OF ABILENE, TEXAS

2025 ANNUAL REPORT

2025 Annual Report
DevelopAbilene.com

DCOA STRATEGIES FOR **BUSINESS ATTRACTION**

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE







- Implement systems that identify and engage targeted prospects, manage their interactions with us, and lead them to an Abilene location decision.
- Commission a competitive analysis and target industry study to prepare research that evaluates our resource capacities and identifies prospect industries aligned with those resources.
- Utilize and expand data & software assets to perform next-level, competitive business retention and expansion, business development, promotion, and marketing operations.

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Abilene's **Targeted Industry Assessment**

The DCOA collaborated with Site Selection Group to determine key strengths, assess potential growth sectors, and identify emerging opportunities to drive industry expansion and diversification.





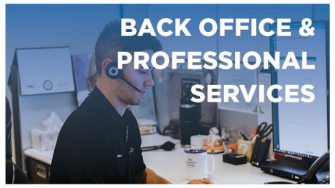
















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DCOA STRATEGIES FOR **BUSINESS RETENTION & EXPANSION**







- Establish a sustainable system for identifying, researching, and engaging existing Type A businesses.
- Develop programs to support the growth of existing businesses.
- Become a hub for creative and innovative business.


COMPANY
PARTNERSHIPS
The best description of the service
the DCOA provides to prospective & existing
companies that choose Abilene.
DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

DCOA STRATEGIES FOR WORKFORCE DEVELOPMENT







- Examine all aspects of the regional workforce and create an action summary to support the needs identified.
- Implement programs to sustain and enhance the skills and capabilities of the regional workforce aligned with targeted industries.
- Further enhance and invest in education and training with educational partners, including an emphasis on exiting Dyess Airmen.







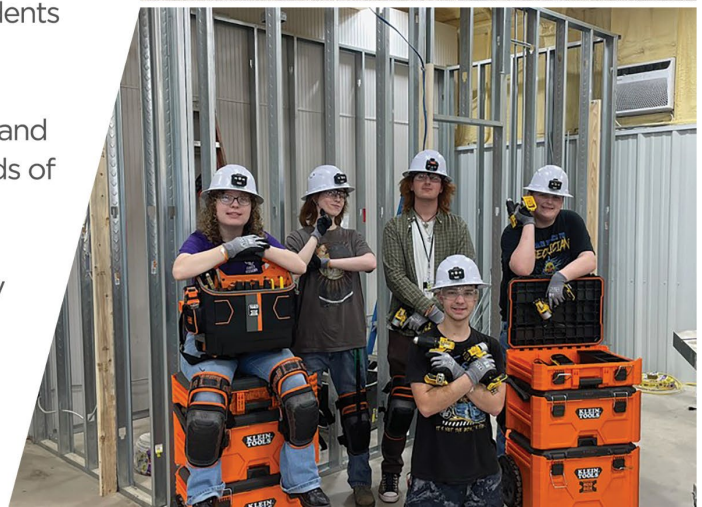
NEXTU
POWERED BY THE DCOA

Developing **Abilene's Next Generation Workforce**

In collaboration with Abilene ISD, Wylie ISD, and the Big Country Society for Human Resources, the NextU Program is designed to support Abilene's primary employers by preparing students with real-world skills before they graduate high school.

By funding industry-recognized certifications, NextU bridges the gap between education and career opportunities, ensuring students are prepared to meet the evolving workforce needs of Abilene's employers.

This initiative empowers students with valuable credentials that align directly with industry demands, creating a stronger workforce ready to drive the future of Abilene's economy.





DCOA STRATEGIES FOR
MARKETING & BRAND MANAGEMENT

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE



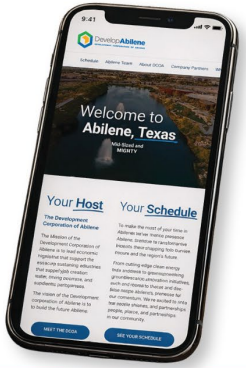


- Identify and develop resources needed to draw prospect interest and confirm the appropriateness of an Abilene location.
- Utilize proactive marketing to implement organizational and industry marketing, and state, national, and international outreach efforts.
- Promote existing growth to leverage positive messages for workforce, business retention and expansion, and business attraction.



Promoting Abilene's Story. **Driving Investment.**

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE



WelcometoAbileneTX.com

Special Use Website

A strategic digital marketing initiative designed to connect site selection consultants with Abilene's strengths, momentum, and opportunity.

Best in Show
Southern Economic Development Council, 2025

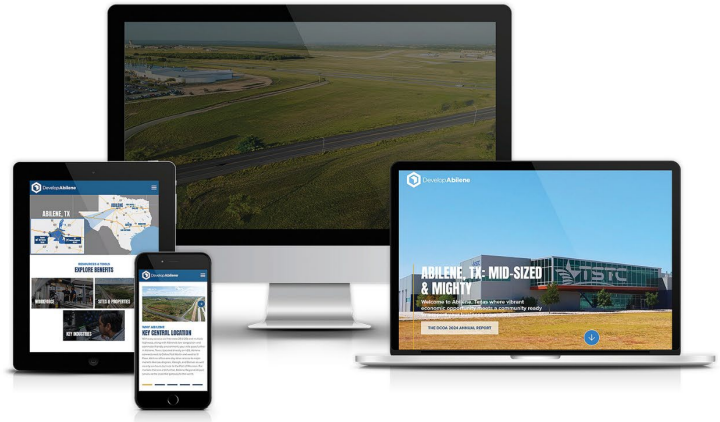
@DevelopAbilene

Social Media Platforms

Sharing Abilene's economic development initiatives across LinkedIn, Facebook, and Instagram. From project announcements and partner spotlights to community success and industry insights.

Silver Award
International Economic Development Council, 2025





DevelopAbilene.com

Primary Platform

The primary digital hub for business attraction and economic development resources. Showcases Abilene's competitive advantages, available sites, and success stories.

Gold Award
International Economic Development Council, 2025

AWARD-WINNING CAMPAIGN



#DevelopedInAbileneTX

#DevelopedInAbileneTX is the DCOA's internationally award-winning campaign celebrating the companies that choose Abilene, Texas to grow, invest, and build the products that reach markets around the world.

DCOA STRATEGIES FOR **REAL ESTATE**

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE





- Implement a real-time sustainable system that identifies and inventories all aspects of available real estate potentially suitable for the needs of targeted prospects, including consideration of acquisition & expansion of existing assets and Industrial Parks.
- Analyze and evaluate costs and benefits of all DCOA properties to determine the best use for each property and formulate plans to implement.
- Plan for long-term opportunities related to economic development incentives, incentive zones, and emerging opportunities.
- Evaluate master plans for both Industrial Parks for updates and improvements.



DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Expanding Five Points Business Park



Recently Acquired Land

Lot Number and Available Acreage					
2	16.47 acres	17	21.21 acres	37	113.73 acres
3	6.07 acres	20	12.06 acres	38	4.97 acres
6	7.54 acres	23	9.70 acres	39	4.90 acres
7	84.25 acres	25	20.51 acres	40	53.41 acres
8	4.52 acres	28	142.81 acres		
16	5.38 acres	29	19.78 acres		Lot Available

Five Points Business Park offers:
- Dedicated 50 MW AEP Electrical Substation
- City of Abilene Water Reserve
- Union Pacfiic Served Rail Spur

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE, TEXAS
174 Cypress Street
Abilene, Texas 79601
325.676.6390 | dcoa@abilenedcoa.com
DevelopAbileneTX.com

Access Business Park



Lot Number and Available Acreage	
1B	15.17 acres
2A	8.69 acres
3A	60.63 acres
4	6.93 acres

Available Lot | Available Airport Land

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DevelopAbileneTX.com

DCOA STRATEGIES FOR **EFFECTIVE OPERATIONS**

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE







- Employ systems to ensure engagement of qualified and dedicated staff and board members to ensure their contributions through effective training and education.
- Manage engagement of Partners to help deliver aspects of the DCOA's comprehensive responsibilities.
- Implement best practices for policies and financial management systems to ensure future strategic projects are considered, as well as appropriate budgeting, monitoring, recording, and reporting of financial practices.

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

AWARD-WINNING
ECONOMIC DEVELOPMENT ORGANIZATION

Fiscal Year 2026 Awards

Corporate Investment Award

Abilene AI Data Center Expansion Project

Community Economic Development Award

Bridgestone Bandag Expansion Project

Economic Development Excellence

DCOA Workforce Pipeline Program

Project of the Year Award

Abilene AI Data Center Expansion Project

Economic Excellence Recognition

5th Year in a Row

Deal of the Year Impact Award

Abilene AI Data Center Expansion Project

34 Awards

Since 2020, the DCOA has received 34 state, national, and international awards.

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Development Corporation of Abilene

BOARD OF DIRECTORS



Tracy Howle | Chair
Senior Vice President,
First Financial Bank



Shea Hall | Board Member
Abilene Business Owner



Buddy Napier | Vice Chair
President,
HGN Operating



Mark Colman | Board Member
President,
Rentech Boiler Systems



Floyd Miller | Secretary & Treasurer
Financial Advisor,
Osaic Wealth, Inc.

PRESIDENT & CEO



Misty Mayo
President and CEO
Development
Corporation
of Abilene

The DCOA has played a key role in the creation or retention of

1 OF EVERY 3 ABILENE JOBS

The Perryman Report - Economist Ray Perryman
Annual Impact of DCOA



Misty Mayo
President and CEO
Development Corporation of Abilene
Misty.Mayo@DevelopAbilene.com

The DCOA owns & operates Five Points Business Park, Access Business Park, and additional assets.
Available land is a competitive advantage for Abilene in attracting company expansions.

CITY COUNCIL MEMORANDUM
7/9/2026

TO: **Honorable Mayor and City Council**
FROM: **Misty Mayo, CEO Development Corporation of Abilene**

ITEM: **23. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Budget for the Development Corporation of Abilene, Inc.** ***(Misty Mayo)***

GENERAL INFORMATION

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:
1. City Resolution - FY 27 Budget
2. 2026-07-09 DCOA Presentation - City Council - Taxpayer Impact Statement

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA") FISCAL YEAR 2027 BUDGET.

WHEREAS, on June 23, 2026, the DCOA approved a Fiscal Year 2027 Budget (the "**FY27 Budget**"), a copy of which is set forth on **Exhibit A**, attached hereto and fully incorporated herein; and,

WHEREAS, the DCOA requests that the City of Abilene approve the FY27 Budget.

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

PART 1. The City of Abilene hereby approves the FY27 Budget.

PART 2. The City of Abilene's approval of the FY27 Budget as set forth in this Resolution is the City of Abilene's approval of the DCOA's programs and expenditures, as set forth in the FY27 Budget, as required by the Texas Local Government Code and the DCOA's Bylaws.

PART 3. This Resolution takes effect immediately upon its adoption.

ADOPTED this 9th day of July, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE



DEVELOPING ABILENE. **TOGETHER.**

Abilene City Council | Proposed Fiscal Year 2027 Budget
Misty Mayo, President and CEO

The DCOA owns and manages land and facilities throughout the community to ensure companies can expand with speed and certainty. Great Lakes Cheese is located in the DCOA's Access Business Park.

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

VISION

To build the future Abilene.

MISSION

To lead economic growth in Abilene by attracting and sustaining industries that support job creation, foster strong business, and ensure a prosperous community.



DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

The DCOA FY 2020 - FY 2025

$47.57 Billion
Total Capital Investment

2,128
Jobs Created

4,245
Jobs Retained

The DCOA FY 1990 - FY 2025

$48.18 Billion
Total Capital Investment

9,520
Jobs Created

11,719
Jobs Retained

Active Company Partners | FY 2020 - FY 2025

ABI WINDOWS
AbiMar Foods
acufloor
NEXT Nuclear Energy eXperimental Testing
amazon
ARROW The Right Choice
BRIDGESTONE bandag
Hartmann's Inc.
BAVARIAN POLYMERS
BIG COUNTRY DERMATOLOGY PHARMACY
BlueCross BlueShield
CHIKE
BWJ METALWORKS LLC
Vista Flags The Art Of Display
GREAT LAKES CHEESE
EXTREME EXTERIORS
Crusoe
HARDIN-SIMMONS UNIVERSITY
LANCIUM
HENDRICK HEALTH
Airtite WINDOWS
PETROSMITH
PRIMAL PET GROUP
wesco
UNITED Ag & Turf
DANSCO MANUFACTURING, INC
R+L CARRIERS

Stable, Strategic Focus For The Future

Proposed Fiscal Year 2027 Budget

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

A Fully Balanced Budget

	Total Revenues & Income Line 5	$26,820,166
−	Total Operating Expenses Line 16	$9,787,813
−	Reserved for Incentives & Capital Expenditures Line 20	$17,032,353
=	**Total Change in Net Assets**	**$0**

Sales Tax Revenue
Line 3

+$994,559

More companies are investing and spending money in Abilene, generating additional sales tax revenue.

Other Revenue
Line 4

-$500,000

FY 2026 included one-time contractual payments to DCOA.

Employee Salaries & Benefits | Line 6

+$350,992

Accounts for rising benefits and operating costs and the consideration of additional full-time equivalents.

Marketing & Brand Management | Line 9

+$739,456

As sales tax revenues increase, additional funding is allocated toward marketing to continue attracting new company capital investments.

Community Initiatives: Stakeholder Organizations | Line 15

-$303,000

Funding has been strategically realigned to strengthen support of existing businesses, workforce, and long-term economic competitiveness.

Exhibit A

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Proposed Fiscal Year 2027 Budget

#	Line Item	Proposed FY 2027 Budget	Amended FY 2026 Budget	$ Change FY 27 VS. FY 26
	Revenues & Income			
1	Investment Income	**$190,923**	$379,380	-$188,457
2	Lease Revenue	**$3,843,066**	$3,816,518	+$26,548
3	Sales Tax Revenue	**$22,786,177**	$21,791,618	+$994,559
4	Other Revenue	**$0**	$500,000	-$500,000
5	**Total Revenues & Income** (Lines 1-4)	**$26,820,166**	$26,487,516	+$332,650
	Operating Expenses			
6	Employee Salaries & Benefits	**$2,337,317**	$1,986,325	+$350,992
7	Business Insurance, Fees & Property Taxes	**$701,515**	$701,040	+$475
8	Technology, Staff Development & Equipment	**$503,283**	$452,743	+$50,540
9	Marketing & Brand Management	**$2,278,618**	$1,539,162	+$739,456
10	Consulting & Strategic Studies	**$502,000**	$402,000	+$100,000
11	Facilities & Land Management	**$1,290,080**	$1,140,080	+$150,000
12	Workforce Pipeline Initiatives	**$400,000**	$400,000	$0
13	Business Retention & Expansion Initiatives (BRE) – Existing Primary Employers	**$900,000**	$900,000	$0
14	Community Initiative: Military Affairs Initiatives (Dyess Air Force Base Retention)	**$525,000**	$437,000	+$88,000
15	Community Initiatives: Stakeholder Organizations	**$350,000**	$653,000	-$303,000
16	**Total Operating Expenses** (Lines 6-15)	**$9,787,813**	$8,611,349	+$1,176,464
	Amount Reserved for Incentives & Capital Expenditures (Line 5 Minus Line 16)			
17	Business Development & Prospect Incentives	**$7,440,000**	$3,719,825	+$3,720,175
18	Capital Improvement Projects	**$2,720,020**	$2,000,000	+$720,020
19	Land Acquisition & Improvements	**$6,872,333**	$12,156,342	-$5,284,009
20	**Total Incentives & Capital Expenditures** (Lines 17-19)	**$17,032,353**	$17,876,167	-$843,814

Examples of Key Investments in Marketing

- National & International Business Development Efforts
- Communications & Outreach to Local, Existing Companies
- Corporate Headquarters Engagement
- Relationship Development with Site Selection Consultants & Corporate Real Estate Executives
- Targeted Marketing Missions
- Website Upgrades & Search Engine Optimization
- Professional Photography & Videography
- Print & Digital Media
- Public Relations & Media Outreach
- Marketing Technology, Research & Business Intelligence
- Maps & GIS Marketing Tools

Previously Approved Existing Multi-Year Economic Development Contracts

Provided For Reference

Exhibit A

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Previously Approved Active Multi-Year Economic Development Contracts Providing Non-Cash* Incentives	Approved & Contracted Multi-Year Incentive Amount	Anticipated Percentage of Non-Cash Incentive Earned by End of Fiscal Year 2027
BE in Abilene | 2019	**$200,000**	100%
Hartmann's Inc. | Project ISO | 2020	**$900,000**	0%
BE in Abilene | 2020	**$250,000**	100%
Primal Pet Group | Project Tiger | 2021	**$3,160,000**	60%
United Ag & Turf | Project Grasshopper | 2021	**$300,000**	100%
Primal Pet Group | Project Fox Hill | 2022	**$1,372,988**	72%
BWJ Metalworks | Project Maverick | 2022	**$100,000**	100%
R&L Carriers | Project Bay | 2025	**$1,465,000**	38%
Total Multi-Year Economic Development Incentives Earning Principal Reductions	**$7,747,988**	55%

***Estimates reflect previously approved, non-cash expenses (asset depreciation or loan forgiveness) tied to company partners meeting requirements as outlined in the company's economic development contract with the DCOA.**

Previously Approved Active Multi-Year Economic Development Contracts Providing Cash* Incentives	Approved & Contracted Multi-Year Incentive Amount	Anticipated Percentage of Cash Incentive Earned by End of Fiscal Year 2027
Texas State Technical College | New Abilene Campus | 2017	**$4,179,600**	100%
Abilene Christian University Next Lab | Project Future Hope | 2021	**$2,930,000**	80%
Hendrick Health | Project Double T | 2021	**$1,540,000**	80%
United Ag & Turf | Project Grasshopper | 2021	**$500,000**	100%
Broadwind | Project Backbone | 2022	**$400,000**	100%
ABI Windows | Project Bonanza | 2023	**$6,563,903**	100%
Petrosmith | Project Morello | 2023	**$2,750,000**	41%
Hendrick Health | Project Saldo | 2023	**$909,500**	80%
Bridgestone Bandag | Project Roadrunner | 2024	**$10,563,000**	23%
City Street Maintenance Fund | FY 2024 – FY 2028	**$10,000,000**	80%
Dyess Air Force Base | MIRR/Matching Grant | 2025	**$50,000**	100%
Bavarian Polymers | Project Hamilton | 2025	**$650,000**	100%
Sky West/United Airlines | Project Rise | 2026	**$8,670,800**	56%
Bass Pro Shop | Project Surf | 2026	**$3,500,000**	60%
AbiMar Foods | Project King | 2026	**$1,000,000**	70%
Project Beadline | 2026	**$1,300,000**	38%
Project Summit | 2026	**$250,000**	50%
Project Revamp | 2026	**$2,400,000**	15%
Total Multi-Year Economic Development Contracts	**$58,129,803**	63%

***These are the previously approved estimated cash disbursements for the incentives earned by company partners that have contracted with the DCOA.**

The DCOA has played a key role in the creation or retention of

1 OF EVERY 3 ABILENE JOBS

The Perryman Report - Economist Ray Perryman
Annual Impact of DCOA



Misty Mayo
President and CEO
Development Corporation of Abilene
Misty.Mayo@DevelopAbilene.com

The DCOA owns & operates Five Points Business Park, Access Business Park, and additional assets.
Available land is a competitive advantage for Abilene in attracting company expansions.

Proposed Fiscal Year 2027 Budget

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

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Taxpayer Impact Statement
Section 551.043(c) of the Texas Government Code now requires that a taxpayer impact statement be included in the notice of a meeting at which a governmental body will discuss or adopt a budget. The Development Corporation of Abilene, Inc. does not levy a tax rate, and therefore, a comparison of the property tax bill would show no changes to the estimate of the property tax bill.