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 23, 2026, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Councilmember Travis Craver

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

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

- Airman First Class Lamberto Arrez Sanchez
- Senior Airman Jacob Gomez

3. **Recognition:**

- Dyess Fire Captain Lawson Stuart

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

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

4. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 9, 2026 ***(Shawna Atkinson)***

5. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Accept the Federal Aviation Administration's FY26 Airport Improvement Program Grant ***(Don Green)***

6. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Accept the Federal Aviation Administration's FY26 Airport Terminal Program (ATP) Grant ***(Don Green)***

7. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve 2027 Employee Benefit Plans:BCBS to Provide Administrative Services Only (ASO) for Medical and Pharmacy Benefits. Symetra Life Insurance Company to Provide Group Life/AD&D, Voluntary Life, Dependent Life, Director Long Term Disability, Voluntary Short-Term Disability, Voluntary Long-Term Disability, Voluntary Accident and Voluntary Critical Illness Coverages ***(Pamela Williams)***

8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on CB-2638 Authoring the City Manager to Enter into a Contract with Dallas Stretched Ceilings for the Abilene Convention Center Auditorium Step/Aisle Lighting Renovation ***(Richard Rodgers)***

9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Hazen & Sawyer for the Integrated Infrastructure Management Plan – Asset Management Phase 1 Project ***(Matthew Dane)***

10. **Ordinance (First Reading) CUP-2026-11:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Apply a Conditional Use Permit to Approximately 0.32 Acres Zoned Central Business (CB) to Allow a Tattoo Parlor. Located at 1240 N 8th Street. ***(Tim Littlejohn)***

11. **Ordinance (First Reading) Z-2026-34:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 2.23 Acres from Residential Single Family (RS-6) to Medium Density (MD). Located at Property ID 1063914. ***(Tim Littlejohn)***

12. **Ordinance (First Reading) Z-2026-38:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.33 Acres from Residential Single-Family (RS-6) to Patio Home (PH). Located at 2525 Bel Air Dr. ***(Tim Littlejohn)***

13. **Ordinance (First Reading) Z-2026-39:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.90 Acres from Medium Density (MD) to General Retail (GR). Located at 3509 S 14th Street. ***(Tim Littlejohn)***

14. **Ordinance (First Reading) Z-2026-40:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to change the zoning of approximately 3.40 acres from Agricultural Open (AO) to General Commercial (GC). Located at 1627 and 1613 Musgrave

Boulevard. ***(Tim Littlejohn)***

15. **Ordinance (First Reading) Z-2026-41:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.32 Acres from Heavy Industrial (HI) to Heavy Commercial (HC). Located at 2202 Butternut Street. ***(Tim Littlejohn)***

16. **Ordinance (First Reading) Z-2026-42:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 7.59 Acres from A Planned Development District (PDD-53) to Office (O). Located at 6550 Directors Parkway. ***(Tim Littlejohn)***

17. **Ordinance (First Reading) CUP-2026-09:** Receive a Report, Hold a Discussion and Take Action on a Request from The Owner To Apply a Conditional Use Permit to Approximately 41.188 Acres Zoned Agricultural Open (AO) To Allow for A Recreational Vehicle Park. Located at 6702 East Lake Road. ***(Tim Littlejohn)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

18. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Ordering a City of Abilene Special Election to be Held on Tuesday, November 3, 2026, for the Purpose of a Citizen Petition to Adopt Collective Bargaining for the Abilene Fire Department, In Accordance with Local Government Code 174.051(c) ***(Shawna Atkinson)***

19. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Ordering a City of Abilene Special Election to be Held on Tuesday, November 3, 2026, for the Purpose of a Citizen Petition to Amend the Abilene City Charter to Add a New Section 145 for Collective Bargaining Impasse ***(Shawna Atkinson)***

20. **Resolution**: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve the Guaranteed Maximum Price for the Terminal Expansion and Improvements Construction Phase 1 with Linbeck ***(Don Green)***

21. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve Task Order 4 with Kutchins & Groh for Capital Improvement Implementation Consulting on Terminal Expansion and Improvements Phase 1 ***(Don Green)***

22. **Ordinance (Final Reading) CUP-2026-10:** 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 Allow a Daycare Operation – Center-Based within Multi-Family (MF). Located at 3050 Old Anson Road. ***(Tim Littlejohn)***

23. **Ordinance (Final Reading) Z-2026-35:** Receive a Report, Hold a Discussion and Public Hearing, 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)***

24. **Ordinance (Final Reading) Z-2026-37:** Receive a Report, Hold a Discussion and Public Hearing, 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)***

EXECUTIVE SESSION

25. **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

26.

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

- Betty Hardwick Center Board of Trustees
- Tax Increment Reinvestment Zone (TIRZ) #2

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 17th day of July, 2026, at 2:15 p.m.

_____

Shawna Atkinson, TRMC, CMC
City Secretary

CITY COUNCIL MEMORANDUM
7/23/2026

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

ITEM: **4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 9, 2026** ***(Shawna Atkinson)***

GENERAL INFORMATION
Approval of the Minutes from the Regular Meeting Held on July 9, 2026

FUNDING/FISCAL IMPACT
None

STAFF AND/OR BOARD RECOMMENDATION
Approval of the Minutes

ATTACHMENTS:
1. 07-09-2026 Minutes - Regular - Morning

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 7/21/2026

CITY COUNCIL MEETING
July 9, 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 July 9, 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 Jay Patterson, Benjamin Bailey, Miguel Espinoza and Travis Crave. Also present were City Manager Emily Crawford, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Mayor Pro-tem Shane Price 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

- Service Awards:
  - Heather Carter – 20 Years – Library
  - Alyssa Crow – 20 Years - Library
- Proclamation:
  - Parks & Recreation Month
- Recognition:
  - Development Corporation of Abilene Awards

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 5-12. No items were pulled for individual consideration.

PUBLIC COMMENTS

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

- Maresa Polanco
- Drew Elliott
- Christie Jones
- Tammy Fogle

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

Councilmember Patterson moved to approve the consent agenda, consisting of items 5-12. Deputy Mayor Pro-tem Beard seconded the motion. Motion carried.

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

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

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
[ASSIGNED RESOLUTION NO. 129-2026]

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
[ASSIGNED RESOLUTION NO. 130-2026]

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
[ASSIGNED RESOLUTION NO. 131-2026]

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.
[ASSIGNED RESOLUTION NO. 132-2026]

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

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.

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.

REGULAR AGENDA

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.
[ASSIGNED ORDINANCE NO. 57-2026]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would apply a Conditional Use Permit (CUP) to the above referenced location, to allow for contractor services.

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 Bailey seconded the motion; motion carried.

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

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.
[ASSIGNED ORDINANCE NO. 58-2026]

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

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 Patterson seconded the motion; motion carried.

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

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.
[ASSIGNED ORDINANCE NO. 30-2026]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would amend the terms and conditions of a Planned Development District (PDD-149), to allow Residential Medium Density (MD) and Patio Home (PH) uses.

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

- Tammy Fogle
- Tal Filingham

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

Mayor Pro-tem Price moved to approve the item as presented, with the exception of removing the Type A Buffer requirement. Deputy Mayor Pro-tem Beard seconded the motion; motion carried.

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

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.
[ASSIGNED ORDINANCE NO. 60-2026]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced location from Agricultural Open (AO) to Planned Development District (PDD-201).

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

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

AYES (6): Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Patterson, Bailey, Espinoza and Craver
NAYS (1): Mayor Hurt

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.
[ASSIGNED ORDINANCE NO. 61-2026]

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

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

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

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

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
[ASSIGNED RESOLUTION NO. 133-2026]

Matthew Dane, Director of Water Utilities, and Jeremiah Bihl, Assistant Director of Water Utilities, presented the item. Adoption of the item would approve a professional services contract with HDR Engineering, Inc. for PFAS Preliminary Design Services.

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

- Tammy Fogle
- Drew Elliott

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

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

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

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
[ASSIGNED RESOLUTION NO. 134-2026]

Jeremiah Bihl, Assistant Director of Water Utilities, presented the item. Adoption of the item would authorize staff to complete an application for financial assistance with the Texas Water Development Board Water Supply and Infrastructure Grant (WSIG) Program.

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

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

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

Councilmember Craver left the meeting at 10:08 am.

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)
[ASSIGNED RESOLUTION NO. 135-2026]

Matthew Dane, Director of Water Utilities, presented the item. Adoption of the item would approve a professional services contract with Kimley-Horn and Associates, Inc for an Integrated Infrastructure Management Plan Program, Phase 1 Program Setup.

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

- Tammy Fogle

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

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

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

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 10:24 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

21.A.551.74 (Personnel Matters)
1. City Secretary

The Executive Session ended at 10:43 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA – END

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
[ASSIGNED RESOLUTION NO. 136-2026]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve the Development Corporation of Abilene's Economic Development Plan.

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

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

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

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.
[ASSIGNED RESOLUTION NO. 137-2026]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve the Development Corporation of Abilene's FY 2027 budget.

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

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

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

ADJOURNMENT

There being no further business, the meeting adjourned at 10:58 a.m.

_____ _____

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____

CITY COUNCIL MEMORANDUM
7/23/2026

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

ITEM: **5. Resolution: Receive a Report, Hold a Discussion, and Take Action to Accept the Federal Aviation Administration's FY26 Airport Improvement Program Grant *(Don Green)***

GENERAL INFORMATION

Each year, the City receives a Federal Aviation Administration (FAA) Entitlement Grant under the Airport Improvement Program Grant (AIP). The Entitlement Grant amount is determined by a formula based on passenger enplanements at Abilene Regional Airport. The FY26 grant amount is $1,914,676.00 and is a partial accumulation of two years of AIP grants, 2024, and 2026. This grant will fund the Terminal Expansion and Improvement Project.

FUNDING/FISCAL IMPACT

This grant requires a 5% Local Match of $100,773.00, which will be funded by the 2025 General Obligation Bond.

STAFF AND/OR BOARD RECOMMENDATION

The Airport Development Board approved its recommendation to accept this grant at its May 13, 2026 meeting. Staff recommends acceptance.

ATTACHMENTS:

1. Resolution FY26 AIP Grant 7-23-26
2. FY26 AIP Entitlement Grant Presentation (7-23-26)

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE ACCEPTANCE OF THE FY 26 AIRPORT IMPROVEMENT PROGRAM GRANT OFFERED BY THE FEDERAL AVIATION ADMINISTRATION.

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

WHEREAS, Abilene Regional Airport participates in the Airport Improvement Program through the Federal Aviation Administration (FAA), as authorized by the Congress of the United States of America;

WHEREAS, the Airport Improvement Program is funded nationally through taxes and fees charged by the FAA on airline tickets and aviation fuel sales; and

WHEREAS, the grant will be used for the Terminal Expansion and Improvements Project Construction Phase; and

WHEREAS, this grant will pay 95% of eligible costs and the City will provide a 5% match; and

WHEREAS, FAA offers to the City of Abilene the FY 26 Airport Improvement Program Grant in the amount not to exceed $1,914,676.00, and the City's match is expected to be $100,773.00.

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

That the City Manager is authorized to execute the FY26 Airport Improvement Program Grant Agreement not to exceed $1,914,676.00 from FAA, which requires a 5% local match of $100,773.00, for eligible capital projects at Abilene Regional Airport.

ADOPTED this 23rd day of July 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

City Council Meeting

CITY OF ABILENE TEXAS

FY26 AIP Grant Award

- The airport receives an Entitlement Grant each year from the Airport Improvement Program (AIP) through the Federal Aviation Administration (FAA) based on a formula tied to passenger boardings at the airport.
- The FY26 grant is in the amount of $1,914,676.00 and will fund eligible costs of the airport's Terminal Expansion and Improvements Construction Phase.
- The grant has a 5% Local match of $100,773.00, funded by the city's 2025 GO Bond.

CITY OF ABILENE TEXAS



CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
7/23/2026

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

ITEM: **6. Resolution: Receive a Report, Hold a Discussion, and Take Action to Accept the Federal Aviation Administration's FY26 Airport Terminal Program (ATP) Grant *(Don Green)***

GENERAL INFORMATION
Under the IIJA, formerly the Bipartisan Infrastructure Law, Congress created the Airport Terminal Program (ATP) Grant to help fund unmet terminal construction needs. FY26 is the last year of this program. The city applied for this Grant this year to help fund construction of the Airport Terminal Expansion and Improvements Project. The city was awarded $5,000,000.00.

FUNDING/FISCAL IMPACT
This grant requires a 5% Local Match, which is $263,158.00. This will be funded by the 2025 General Obligation Bond.

STAFF AND/OR BOARD RECOMMENDATION
The Airport Development Board will consider its approval for recommendation at its July 22, 2026 meeting. Council will be informed if the ADB is unable to meet or if the ADB does not approve its recommendation. Staff recommends acceptance.

ATTACHMENTS:
1. Resolution FY26 ATP 7-23-26
2. FY26 ATP Grant Acceptance Presentation (7-23-26)

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE ACCEPTANCE OF THE FY26 AIRPORT TERMINAL PROGRAM GRANT OFFERED BY THE FEDERAL AVIATION ADMINISTRATION.

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

WHEREAS, Abilene Regional Airport participates in the Airport Improvement Program through the Federal Aviation Administration (FAA), as authorized by the Congress of the United States of America;

WHEREAS, under the IIJA, formerly Bipartisan Infrastructure Law, Congress directed FAA to offer competitive annual grants to airports to address additional Terminal project needs unmet in the Airport Improvement Program (AIP) through a new program called the Airport Terminal Program Grant (ATP); and

WHEREAS, Abilene Regional Airport has demonstrated to FAA the need for Fiscal Year 2026 grant funding to make improvements to and expansion of the airport terminal; and

WHEREAS, FAA offers to the City of Abilene the FY26 Airport Terminal Program Grant in the amount not to exceed $5,000,000.00; and

WHEREAS, the FY26 Airport Terminal Program Grant will pay 95% of eligible costs and the City will provide a 5% match of $263,158.00 from the 2025 General Obligation Bond.

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

1. That the City Manager is authorized to execute the FY26 Airport Terminal Program Grant Agreement not to exceed $5,000,000.00 from FAA, which requires a 5% local match of up to $263,158.00, for Abilene Regional Airport's Terminal Expansion and Improvements Project.

2. That this resolution is effective immediately upon approval.

ADOPTED this 23rd day of July 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

City Council Meeting

CITY OF ABILENE TEXAS

Airport Terminal Program Grant FY26 Award

- Under the Bipartisan Infrastructure Law, Congress directed FAA to competitive annual grants to airports to address Terminal needs unmet in the Airport Improvement Program (AIP) through a new program called the Airport Terminal Program Grant (ATP).
- The FY26 ATP Grant is in the amount of up to $5,000,000.00 and will help fund the cost of the airport's construction phase of the Airport Terminal Improvements and Expansion Project.
- The grant requires a 5% Local Match of $263,158.00 funded by the 2025 GO Bond.

CITY OF ABILENE TEXAS



CITY OF ABILENE TEXAS

CITY OF ABILENE

CITY COUNCIL MEMORANDUM
7/23/2026

TO: **Emily Crawford, City Manager**
FROM: **Pamela Williams, Director**

ITEM: **7. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve 2027 Employee Benefit Plans:BCBS to Provide Administrative Services Only (ASO) for Medical and Pharmacy Benefits. Symetra Life Insurance Company to Provide Group Life/AD&D, Voluntary Life, Dependent Life, Director Long Term Disability, Voluntary Short-Term Disability, Voluntary Long-Term Disability, Voluntary Accident and Voluntary Critical Illness Coverages *(Pamela Williams)***

GENERAL INFORMATION

The City conducted Requests for Proposal for an:Administrative Services Only (ASO) for Medical and Pharmacy Benefits (CB-2626) with the goal of partnering with a third-party vendor for an:
Administrative Services Only (ASO) for Medical and Pharmacy Benefits. We were looking for a partnership with a third-party administrator that offers innovative solutions for the administration of the City medical plans, pharmacy plans, a robust network of providers, physicians and facilities, case management programs for high-cost claimants and disease management programs.
Basic Life/AD&D, Voluntary Life/AD&D, Director LTD, Voluntary STD, Voluntary LTD, Accident & Critical Illness (CB-2629) with the goal of partnering with a carrier(s) that offer administration of the Basic Life/AD&D, Voluntary Life/AD&D, Voluntary STD, Director LTD, Voluntary LTD, Accident and Critical Illness with Cancer.

Special Considerations:The Human Resources department generated an RFP for:

Administrative Services Only (ASO) for Medical and Pharmacy Benefits in February 2026. This notice was published on February 23, 2026, with a proposal deadline of March 27, 2026. Within that timeline, we received one response to the RFP which was evaluated by the Human Resource Department.

Basic Life/AD&D, Voluntary Life/AD&D, Director LTD, Voluntary STD, Voluntary LTD, Accident & Critical Illness Benefits in March 2026. This notice was published on March 9, 2026, with a proposal deadline of April 10, 2026. Within that timeline we received three responses to the RFP, and they were evaluated by the Human Resource Department.

FUNDING/FISCAL IMPACT

The Administrative Services Only (ASO) for Medical and Pharmacy Benefits will be funded using the Self-Insurance fund. The Basic Life/AD&D, Voluntary Life/AD&D, Voluntary STD, Voluntary LTD, Accident and Critical Illness with Cancer will also be funded using The Self-Insurance fund. The Director Level LTD will be funded using the Human Resource Administration fund.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends awarding the contract to:

BCBS to provide Administrative Services Only (ASO) for Medical and Pharmacy Benefits

Symetra Life Insurance Company to provide Group Life/AD&D, Voluntary Life, Dependent Life, Director Long Term Disability, Voluntary Short-Term Disability, Voluntary Long-Term Disability, Voluntary Accident and Voluntary Critical Illness.

ATTACHMENTS:

1. Resolution - BCBS ASO with Pharmacy and Symetra Life Insurance Company
2. COA 2027 BPA
3. City of Abilene - SH App
4. City of Abilene - ECert Agreement
5. City of Abilene - LAD App
6. Beneftis Council Slides

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 7/21/2026

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING AGREEMENTS WITH BLUE CROSS AND BLUE SCHIELD OF TEXAS (BCBSTX) FOR ADMINISTRATIVE SERVICES WITH PHARMACY, AND SYMETRA LIFE INSURANCE COMPANY TO PROVIDE GROUP LIFE, VOLUNTARY LIFE, DEPENDENT LIFE, DIRECTOR LONG-TERM DISABILITY, VOLUNTARY SHORT-TERM DISABILITY, VOLUNTARY LONG-TERM DISABILITY, VOLUNTARY ACCIDENT AND VOLUNTARY CRITICAL ILLNESS SERVICES.

WHEREAS, the Human Resources Department went out for an RFP

On 02/23/2026 seeking a proposal for Administrative Services Only (ASO) for Medical and Pharmacy Benefits. They received one (1) response which was evaluated by the Human Resources Department.

On 03/09/2026 seeking proposals for Basic Life/AD&D, Voluntary Life/AD&D, Director LTD, Voluntary STD, Voluntary LTD, Accident and Critical Illness. They received three (3) responses which were evaluated by the Human Resources Department.

WHEREAS, it is the staff's recommendation that the City accepts the proposal from

BCBSTX to perform Administrative Services Only (ASO) for Medical and Pharmacy Benefit services.

Symetra Life Insurance Company to perform Basic Life/AD&D, Voluntary Life/AD&D, Director LTD, Voluntary STD, Voluntary LTD, Accident and Critical Illness services.

Additionally, we request the City Managers endorsement to execute the final contracts.

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

PART 1: The City Manager is authorized to negotiate and execute an agreement with BCBSTX and Symetra Life Insurance Company as set-forth above. BCBSTX is a one-year agreement (with optional renewal for one year) and the cost is shared between employer/employee. Symetra Life Insurance Company is a three-year rate guarantee agreement, and the cost is solely on the employee as this is a voluntary plan with the exception of the Director LTD and Basic Life/AD&D which is fully employer paid. Director LTD, the cost is $.20 per $100. The Basic Life/AD&D, the cost is Life $.010 per $1000 & AD&D $.055 per $1000.

PART 2: That this resolution shall take effect 01/01/2027 for each of these Vendors after its passage.

ADOPTED this 23rd day of July 2026

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Benefit Program Application ("ASO BPA")

Application to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, hereinafter referred to as the "Claim Administrator" or "BCBSTX"

Group Status: Renewing ASO Account

Employer Account Number (6-digits): 270460 Group Number(s): 270460, 369051

Section Number(s): ALL

Legal Employer Name: City of Abilene

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must also be named below. AN EMPLOYEE BENEFIT PLAN *MAY NOT* BE NAMED)

ERISA Regulated Group Health Plan*: ☐ Yes ☒ No

Is your ERISA Plan Year* a period of 12 months beginning on the Effective Date of Coverage specified below? ☐Yes

If not, please specify your ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

ERISA Plan Administrator*: _____

Plan Administrator's Address: _____

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:
Select from drop down ; if applicable, specify other: _____

Is your Non-ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? ☐Yes

If not, please specify your Non-ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/day/Year) 01 / 01 / 2027

Anniversary Date: (Month/Day/Year) 01 / 01 / 2028

Retiree-Only Plan(s) Identification:

For more information regarding Retiree-only plans, contact your Legal Advisor.

Do you have one or more Retiree-only plan(s)? ☒ Yes ☐ No

If yes, please provide Benefit Agreement number, or group and section numbers of the Retiree-only plan(s):

_____

Account Information

☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 1911

Employer Identification Number (EIN): 756000440

Address: 555 Walnut St. Room 101

City: Abilene State: TX ZIP: 79601

Administrative Contact: Pamela Williams Title: Director of Human Resources

Email Address: pamela.williams@abilenetx.gov Phone Number: 325-676-6482 Fax Number: 325-676-6212

☒ Mailing address is different from primary address

Mailing Address: P.O. Box 60

City: Abilene State: TX ZIP: 79604

Mailing Contact: Rose Jones Title: Benefits Manager

Email Address: rose.jones@abilenetx.gov Phone Number: 325-676-6463 Fax Number: 325-676-6212

☒ Billing address is different from primary address

Billing Address: ATTN: Human Resources, P.O. Box 60

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

City: Abilene | State: TX | ZIP: 79604

Billing Contact: Rose Jones | Title: Benefits Manager

Email Address: rose.jones@abilenetx.gov | Phone Number: 325-676-6463 | Fax Number: 325-676-6212

Wholly Owned Subsidiaries to be covered: _____

Affiliated Companies to be covered: _____ Employer Identification Number (EIN): _____

(Affiliated Companies must be required or permitted to be aggregated per IRS Guidelines., Employer hereby confirms that Employer, Subsidiaries and Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), or (c), or (m) or (o), or under applicable law.)

Subsidiary / Affiliate Address: _____

City: _____ | State: _____ | ZIP: _____

Subsidiary / Affiliate Contact: _____ | Title: _____

Email Address: _____ | Phone Number: _____ | Fax Number: _____

Blue Access for Employers℠ ("BAE℠") Contact: Rose Jones | Title: Benefits Manager

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address: rose.jones@abilenetx.gov | Phone Number: 325-676-6463 | Fax Number: 325-676-6212

Producer of Record Information

☒ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Effective: 04/01/2021

If applicable, the below-named producer(s) or agency(ies) is/are recognized as the Employer's Producer of Record (POR) to act as a representative in negotiations with and to receive commissions from BCBSTX, or Claim Administrator's corporate subsidiaries, as applicable, for procuring Claim Administrator's claims administration services for Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by Employer.

Producer/Consultant Compensation:

The Employer acknowledges that if its POR acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's POR a commission and/or other compensation in connection with such services under the Administrative Services Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid to the POR by the Claim Administrator in connection with services under the Administrative Services Agreement, the Employer should contact its POR.

Producer or Agency to whom commissions are to be paid*: McGriff Insurance Services, LLC

Texas Producer #: 000022307 | NPN: 0002227522

Address: 2300 Nash St

City: Wilson | State: NC | ZIP: 27893

Phone: 800-474-1471 | Fax: 888-751-3020 | Email: alejandra.martinez@mcgriff.com

Is Producer/Agency appointed with BCBSTX in Texas? ☒ Yes ☐ No General Agent? ☐ Yes ☒ No

Affiliated with General Agent? ☐ Yes ☒ No

Is there a secondary Producer or Agency to whom commissions are to be paid? ☐ Yes ☐ No

If Yes, Producer or Agency to whom commissions are to be paid*:** _____

Texas Producer #: (nine digits)

NPN: _____

Address: _____

City: _____ | State: _____ | ZIP: _____

Phone: _____ | Fax: _____ | Email: _____

Is Producer/Agency appointed with BCBSTX in Texas? ☐ Yes ☐ No General Agent? ☐ Yes ☐ No

Commissions:

☒ PCPM $NET Does a Monthly Cap Apply ☐ Yes ☐ No $_____ (If cap is annual, divide by twelve)
☐ Flat $_____ Does a Monthly Cap Apply ☐ Yes ☐ No $_____ (If cap is annual, divide by twelve)
☐ Percentage of Stop Loss:_____%
ADDITIONAL COMMISSIONS: _____

Affiliated with General Agent? ☐ Yes ☐ No

If commission split**, designate percentage for each producer/agency (total commissions paid must equal 100%):

Producer /Agency 1: _____% Producer /Agency 2: _____%

Multiple Location Agency(ies): If servicing agency is not listed above as primary or secondary Producer or Agency above, specify location below:

_____

* The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

** If commissions are split, please provide the information requested above on both producers/agencies. **Both** must be appointed to do business with BCBSTX in Texas.

Schedule of Eligibility ☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions:

1. **Eligible Person means**:
   - ☒ A full-time employee of the Employer.
   - ☐ A full-time employee of the Employer who is a member of: _____ (*name of union*)
   - ☐ A part-time employee of the Employer.
   - ☒ A retiree of the Employer. Define criteria: _____
   - ☐ Other: _____

   Are any classes of employees to be excluded from coverage? ☐ Yes ☐ No
   If yes, please identify the classes and describe the exclusion: _____

2. **Employee definition**:
   Full-Time Employee means*:*
   - ☒ A person who is regularly scheduled to work a minimum of 30 hours per week and who is on the permanent payroll of the Employer.
   - ☐ Other: _____

   Part-Time Employee means*:*
   - ☐ A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
   - ☐ Other: _____

3. **The Effective Date of termination for a person who ceases to meet the definition of Eligible Person**:
   - ☐ The date such person ceases to meet the definition of Eligible Person.
   - ☒ The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.
   - ☐ Other: _____

4. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan (the effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law).
   - ☐ The date of employment.
   - ☐ The _____ day of employment.
   - ☐ The _____ day of the month following _____ month(s) of employment.
   - ☒ The 1st day of the month following 30 days of employment.
   - ☐ The _____ day of the month following the date of employment.
   - ☐ Other: _____

   Is the waiting period requirement to be waived on initial group enrollment? ☐ Yes ☒ No
   Are there multiple new hire waiting periods? ☐ Yes ☒ No
   If yes, please attach eligibility and contribution details for each section.

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

5. **Domestic partners covered**: ☐ Yes ☒ No
   ***If yes**, a domestic partner is eligible to enroll for coverage.*
   ***If yes**,* are domestic partners eligible for continuation of coverage? ☐ Yes ☐ No
   ***If yes**,* are dependents of domestic partners eligible to enroll for coverage? ☐ Yes ☐ No
   ***If yes**, are* dependents of domestic partners eligible for continuation of coverage? ☐ Yes ☐ No
   The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for domestic partners and/or dependents of domestic partners.

6. **Are unmarried grandchildren eligible for coverage**? ☒Yes (answer the question below) ☐ No
   Must the grandchild be dependent on the employee for federal income tax purposes at the time application is made?
   ☒ Yes ☐ No

7. **Limiting Age for covered children**: Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other:

8. **Termination of coverage upon reaching the Limiting Age**:
   ☐ The last day of coverage is the day prior to the birthday.
   ☒ The last day of coverage is the last day of the month in which the limiting age is reached.
   ☐ The last day of coverage is the last day of the billing month.
   ☐ The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.
   ☐ The last day of coverage is the day prior to the Employer's Anniversary Date.
   Automatically cancel dependents when they reach the day their coverage terminates? ☐ Yes ☐ No
   **Automatically canceling dependents is not recommended for accounts with automated eligibility*

   Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the Limiting Age even if the child continues to be both disabled and dependent on the employee?
   ☐ Yes ☒ No
   However, such coverage shall be extended in accordance with any applicable federal or state law and the Disabled Dependent provisions of this BPA. The Employer will notify BCBSTX *of any instance where the continuation of disabled dependent coverage is required*.

9. **Disabled dependent:** A disabled dependent means a dependent child who is medically certified as disabled and dependent upon the Employee or his/her spouse. A child is a disabled child when the child is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, per Internal Revenue Code Section 22(e)(3).

   To administer medical certification of disabled dependents, you may select option (a) Standard Rules or (b) Custom Rules. BCBSTX will administer its standard process for administration of disabled dependent coverage if (a) below is selected by Employer, or at the Employer's direction memorialized below, BCBSTX will follow a customized process if Employer selects (b). If (b) is selected there are additional selections regarding age, proof of prior coverage, certification review, forms, and previous medical certification approvals.

(a) ☒ Disabled dependent administration will follow **Standard Rules.**

   A disabled dependent is eligible to ***continue*** coverage beyond the limiting age, provided the disability began before the child attained the age of 26. A disabled dependent is eligible to ***be added to*** coverage beyond the limiting age, provided the disability began before the child attained the age of 26, and proof of coverage as a disabled dependent is provided. Administration of certification review is administered by BCBSTX; a disabled dependent certification form must be submitted to BCBSTX.

(b) ☐ Disabled dependent Administration will follow **Custom Rules**. Please make the following sections:

   Age: *Please select one option regarding age of when the disability began.*
   ☐ The disability must have begun before the child attained the age of 26.
   ☐ All disabled dependents are covered regardless of when the disability began.

   Proof of prior coverage: *Please select required or not required below:*
   When ***adding*** coverage, proof of prior coverage as a disabled dependent is ☐ required ☐ not required.

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Certification review: *Please select one option regarding the administration of certification review.*
☐ Certification review is administered by BCBSTX; a disabled dependent certification form must be submitted to BCBSTX.
☐ Certification review is administered by the Employer; there are no disabled dependent certification form requirements.

If certification review is administered by BCBSTX, *please select one option regarding forms:*
☐ Utilize BCBSTX's disabled dependent certification forms.
☐ Utilize custom/other disabled dependent certification forms.

If Certification Review is administered by BCBSTX, *please select allowed or not allowed below:*
A disabled dependent approved certification from a prior insurance carrier is ☐ allowed ☐ not allowed.
A disabled dependent approved certification from a prior BCBS policy is ☐ allowed ☐ not allowed.

10. Will extension of benefits due to temporary layoff, disability or leave of absence apply?
☒ Yes (specify number of days below) ☐ No

Temporary Layoff: 0 days Disability: 0 days Leave of Absence: 90 days
However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable federal or state law. The Employer will notify BCBSTX *in any instance where an extension of benefits is to be provided due to a temporary layoff, disability, or leave of absence.*

11. Enrollment:
***Special Enrollment**:* An Eligible Person may apply for coverage, family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for group coverage assistance under a state Medicaid or CHIP premium assistance program.

Open Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so, during the Employer's annual Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period. Specify Open Enrollment Period: _____

***Late Enrollment**:* An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.
Select one of the provisions below:
☐ Open Enrollment – Late applicants may only apply during Open Enrollment.
☐ Late Entrant – Late applicants may apply at any time – coverage effective date is determined by the receipt date and allowed rules governing off-cycle enrollments.

12. * Does COBRA Auto Cancel apply? ☐ Yes ☒No
Member's COBRA/Continuation of coverage will be automatically cancelled at the end of the member's eligibility period.
**Not recommended for accounts with automated eligibility*

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

CURRENT ELIGIBILITY INFORMATION

☐ **NO CHANGES** ☐ **Current number of Employees enrolled _____** ☐ **SEE ADDITIONAL PROVISIONS**

Current Employee Eligibility Information only applies to new accounts. If your account is renewing, please just indicate the current number of enrolled employees (above).

Total number of Employees/Subscribers:

1. on payroll _____
2. total number of employees presently eligible for coverage _____
3. on COBRA continuation coverage _____
4. with retiree coverage (if applicable) _____
5. who work part-time _____
6. serving the new hire probationary period _____
7. declining because of other group coverage (e.g., other commercial group coverage, Medicare, Medicaid, TRICARE/Champus) _____
8. declining coverage (not covered elsewhere) _____

Proprietary and Confidential Information of Claim Administrator
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Lines of Business (Check all applicable services) ☐ NO CHANGES ☐ See *Additional Provisions*

Medical Plan Services:

☐ PPO: Plan Name: _____
Plan Name: _____
Plan Name: _____
Plan Name: _____
Plan Name: _____

☐ HMO: Plan Name: _____
☐ Prescription Drug Option: Select From List
☐ No Prescription Drug Option

☐ Blue High Performance Network℠ (BlueHPN℠)

☒ EPO: Plan Name: BA0001 EPO Active, BA0002 EPO CAT, Retiree, BA0003 EPO BuyUp Plan, BA0004 EPO HDHP

☐ POS: Plan Name: _____

Additional Services:

☒ Wellbeing Management
☐ Wellness Incentives
☐ Health Advocacy Solutions
☐ Mercer Health Advantage
☐ Custom Care Management Unit
☐ Blue Directions℠ (Private Exchange) (*If selected, the Blue Directions Addendum must be attached and made a part of the parties' Administrative Services Agreement.)*
☐ In-Hospital Indemnity (IHI)
☐ Limited Fiduciary Services for Claims and Appeals
☐ Other Select Product
☐ Other Select Product
☐ Other
☐ Other

Consumer Driven Health Plan

☐ BlueEdge℠ HCA, (*if selected, complete separate HCA Benefit Program Application*)
☐ BlueEdge℠ HSA, (Integrated Vendor: Select Vendor)* If HealthEquity, Inc. is selected, BCBSTX to send HSA enrollment to HealthEquity, Inc ☐ Yes ☐ No Non-Integrated Vendor:
☐ FSA (Integrated Vendor: Select Vendor)* Non-Integrated Vendor:
☐ HRA (Integrated Vendor: Select Vendor)* Non-Integrated Vendor:

Traditional Coverage:

☐ Out-of-Area (Indemnity)
☐ Benefit Offering

Prescription Drugs:

☐ *(If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA.)*

Pharmacy Network (Select one):

☒ Traditional Select Network
☐ Advantage Network
☐ Preferred Network
☐ Elite Network
☐ Network on PBM Fee Schedule Addendum
☐ Other (please specify):

Drug List: Balanced Biosimilar Drug List

Other (please specify):

PPO/HSA Preventive Drug List:
Please specify: Select Option
Other Rx programs:
Please specify: Select Program

Ancillary Services:

☐ Vision Insurance *(if selected, complete a separate application)*
☐ Stop Loss Coverage (*If selected, complete separate Application and Policy Schedule for Stop Loss Coverage*)
☒ Life, Disability, Specified Disease, Accident or Hospital Indemnity Insurance (*If selected, complete a separate application for those coverages*)
☐ COBRA Administrative Services (*Please provide name of entity administering COBRA:)*
☐ Dental Plan Services
Plan Name: _____ Select From List

*An HSA must be paired with a qualified high deductible health plan (HDHP) and follow strict requirements set forth by the Internal Revenue Service (IRS). Employer Groups should seek advice from their independent tax advisor, legal counsel, or other professional counselor, to ensure their proposed benefit strategy with respect to HSAs, FSAs, HRAs, or other benefit arrangements does not conflict with current IRS requirements.

Mercer Health Advantage is offered by Mercer, an independent company, and is administered by Blue Cross and Blue Shield of Texas.
Custom Care Management Unit is offered by WTW, an independent company, and is administered by Blue Cross and Blue Shield of Texas.
Medical and Dental benefits and services are administered by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Life, Disability, Specified Disease, Accident, Hospital Indemnity and Vision Insurance is underwritten by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Blue Cross and Blue Shield of Texas is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

FEE SCHEDULE

Employer shall pay amounts Claim Administrator bills Employer for benefit claims Claim Administrator processes on Employer's behalf as well as administrative fees as set forth in this Fee Schedule.

Payment Specifications ☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Employer Payment Method: ☐ **Online Bill Pay** ☐ **Electronic** ☒ **Auto Debit** ☐ **Check**

Employer Payment Period: ☒ **Weekly** (cannot be selected if Check is selected as payment method above)

☐ **Semi Monthly** (cannot be selected if Check is selected as payment method above)

☐ **Monthly**

Run-Off Period: Employer Payments are to be made for **12** months following the end of the Fee Schedule Period. *Standard is twelve (12) months.*

Fee Schedule Period: To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months, please specify: months.

Administrative Per Employee per Month (PEPM) Charges ☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

	2027			
Administrative Fee	$47.37	$_____	$_____	$_____
Dental	$_____	$_____	$_____	$_____
Claims Fiduciary	$_____	$_____	$_____	$_____
Advanced Payment Review	% $	% $	% $	% $
*Medical Drug Rebate Credit	$(2.50)	$(_____)	$(_____)	$(_____)
*Rebate Credit for the Prescription Drug Program	$(95.55)	$(_____)	$(_____)	$(_____)
Telehealth (Virtual Visits)	$_____	$_____	$_____	$_____
Wellbeing Management	$5.85	$_____	$_____	$_____
Health Advocacy Solutions	$_____	$_____	$_____	$_____
Commissions: _____	$_____	$_____	$_____	$_____
Commissions: _____	$_____	$_____	$_____	$_____
Commissions: _____	$_____	$_____	$_____	$_____
Other: Stop Loss Accommodation Fee List Service: Carve out stop loss	$2.00	$_____	$_____	$_____
Other: Select Service Category List Service: _____	$_____	$_____	$_____	$_____
Other: Select Service Category List Service: _____	$_____	$_____	$_____	$_____
Miscellaneous: MDLive	$0.52	$_____	$_____	$_____
Miscellaneous: Go Wellbeing Core	$.75	$_____	$_____	$_____
Total	$(41.56)	$_____	$_____	$_____

*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no

Proprietary and Confidential Information of Claim Administrator
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right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager ("PBM") or a pharmaceutical manufacturer to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator by the PBM or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any Rebate Credit provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

Administrative Line Item Charges ☐ **SEE ADDITIONAL PROVISIONS**	**Frequency**	**Amount**
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	**$**_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	**$**_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	**$**_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	**$**_____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	**$**_____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	**$**_____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	**%**
	Total:	**$**_____

Other Service and/or Program Fee(s) ☐ **NO CHANGES** ☐ **SEE ADDITIONAL PROVISIONS**

NSA Fees

In connection with the claims, items, and services that are subject to the No Surprises Act ("NSA") and disputed by a Provider, Employer agrees to pay Claim Administrator the following fees:

- Fifty dollars ($50) for each claim that is the subject of informal negotiation with a Provider (this fee will be charged in the event the Provider, in its sole discretion, determines that it will not accept the initial payment amount); and
- An additional seventy-five dollars ($75) per claim for each independent dispute resolution process ("IDR") where Claim Administrator represents Plan (this fee will be charged in the event the Provider, in its sole discretion, determines that it will initiate IDR after the informal negotiation period); and

All costs imposed by the IDR entity or any state, federal or local government entity in connection with an IDR.

Not applicable to Grandfathered Plans

External Review Coordination: ☐ Yes ☐ No

If yes, coordination fee: $700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan. Employer elects for external reviews to be performed under the Affordable Care Act external review process.

If no, provide name and address of administrator(s) of external review coordination and indicate if administrating medical claims and/or pharmacy claims:

Administrator: Medical claims: ☐ Pharmacy claims: ☐ Name: Mailing Address:
Administrator: Medical claims: ☐ Pharmacy claims: ☐ Name: Mailing Address:

Advanced Payment Review (APR): ☒ Yes ☐ No

APR is a suite of payment integrity offerings. Refer to the Matrix. If Employer elects APR, indicate APR Savings Program or PEPM below:

☒ APR Savings Program

☐ PEPM

For APR capabilities other than Reimbursement Services: If Employer elects APR Savings Program, Claim Administrator will invoice the percentage indicated in the Fee Schedule of any savings amounts identified by Claim Administrator or third-party.

Reimbursement Services: ☒ Yes ☐ No If yes, Claim Administrator will retain twenty-five percent (25%) of any recovered amounts made on third-party liability claims other than recovery amounts received as a result of or associated with any Workers' Compensation Law.

FlexAccess™: ☐ Yes ☒ No

As part of its plan design, Employer has directed Claim Administrator to administer claims, copay and coinsurance requirements for Covered Persons enrolled in the FlexAccess program, including (i) adjusting Covered Persons' copayment amounts to the amount of the manufacturer copay assistance, (ii) applying such manufacturer assistance to reduce Covered Persons' out of pocket costs, and (iii) not applying the manufacturer assistance to Covered Persons' deductibles and/or out of pocket maximum accumulators. Employer agrees that FlexAccess is a plan design decision of Employer and is consistent with Employer's plan design and supported by plan documents. Employer further agrees it is solely responsible for, and will hold Claim Administrator harmless from, the legal and regulatory compliance of the Plan and its plan design, to the extent permitted by law.

Claim Administrator will assess a program fee equal to 20% of the total shared savings. Total shared savings is calculated as the difference between Employer responsibility without the FlexAccess Program and Employer responsibility with the FlexAccess Program. The Employer responsibility without the FlexAccess Program is the cost of the drug minus the Covered Person's cost share if the Covered Person was not enrolled in the program. The Employer responsibility with the FlexAccess Program is cost of the drug minus: (1) the manufacturer copay assistance dollars that are allocated to the cost of the drug and (2) the cost share for the Covered Persons enrolled in the program.

FLEXACCESS™ QUALIFIED HDHP: ☐ Yes ☒ No

As part of its plan design, Employer has directed Claim Administrator to administer claims, copay and co-insurance requirements for Covered Persons enrolled in FlexAccess Qualified HDHP, including applying such manufacturer copay assistance to reduce Covered Persons' out of pocket costs, and not applying the manufacturer assistance to Covered Persons' deductibles and/or out of pocket maximum accumulators. Employer agrees that FlexAccess Qualified HDHP is a plan design decision of Employer and is consistent with its plan design and supported by the Employer's plan documents. Employer further agrees it is solely responsible for, and will hold Claim Administrator harmless from, the legal and regulatory compliance of the Plan and its plan design, to the extent permitted by law.
Claim Administrator will assess a fee equal to 20% of program savings for administrative fees. Program savings (shared savings) will be calculated based on the manufacturer copay assistance dollars that are allocated to the cost of the drug minus the Covered Persons' estimated cost share (copay or coinsurance) that would have been paid if they were not enrolled in the program.

The difference between Employer Responsibility for claims utilizing FlexAccess Qualified HDHP and not utilizing FlexAccess Qualified HDHP includes as follows:

WITH FLEXACCESS QUALIFIED HDHP: Cost of drug – amount manufacturer copay assistance used – Covered Persons' out-of-pocket cost (if any) up to Deductible... Copay assistance reversed from deductible. Plan pays no portion.

WITHOUT FLEXACCESS QUALIFIED HDHP: Cost of drug – Covered Persons' out-of-pocket cost - Non-FlexAccess Qualified HDHP coupon… Copay assistance applied to Deductible. Plan may pay portion of claim after deductible met

Third-Party Law Firms Provisions (other than Reimbursement Services): Employer will pay no more than 35% of any recovered amount made by Claim Administrator's third-party law firm or up to 35% of any recovered amount will be deducted from the amount distributed according to established allocation processes.

Alternative Compensation Arrangements: Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for covered services under such Arrangements is described in the Administrative Services Agreement between the Claim Administrator and the Employer.

Virtual Visits Program: ☒ Yes ☐ No If yes, Covered Persons would be able to obtain certain Covered Services remotely via interactive video and/or interactive audio/video (where available) capability from Virtual Visits powered by MDLIVE.

MDLIVE® is a separate company that operates and administers Virtual Visits for persons with coverage through Blue Cross and Blue Shield of Texas. MDLIVE is solely responsible for its operations and for those of its contracted providers. MDLIVE® and the MDLIVE logo are registered trademarks of MDLIVE, Inc., and may not be used without permission.

Termination Administrative Charges

As applies to the Run-Off Period indicated in the Payment Specifications section above:

The Termination Administrative Charge applicable to the Run-Off Period shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category *(per Covered Employee per individual or family composite)* during the three (3) months immediately preceding the date of termination by the appropriate factors shown below. In the event of a partial termination, the Termination Administrative Charge shall be the sum of the amount obtained by multiplying three (3) times the total number of terminated Covered Employees by the appropriate factors shown below.

Service	**2027**			
Medical Run-off Administration Charge	**$13.20**	**$_____**	**$_____**	**$_____**
Dental Run-off Administration Charge	**$_____**	**$_____**	**$_____**	**$_____**
Miscellaneous	**$_____**	**$_____**	**$_____**	**$_____**
Miscellaneous	**$_____**	**$_____**	**$_____**	**$_____**
Total:	**$13.20**	**$_____**	**$_____**	**$_____**

Other Provisions ☐ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

1. **Summary of Benefits & Coverage**:
   a. Will Claim Administrator create Summary of Benefits and Coverage (SBC)?
      ☒ Yes. (Please answer question b. The SBC Addendum is attached.)
      ☐ No. (If No, then skip question b and refer to the Administrative Services Agreement for further information.)
   b. Will Claim Administrator distribute the (SBC) to Covered Persons?
      ☒ No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to Covered Persons (or hire a third party to distribute) as required by law.
      ☐ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and distribute SBC to Covered Persons via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is one dollar fifty cents ($1.50) per package.

2. **Massachusetts Health Care Reform Act**:
   Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? ☒ Yes ☐ No

   If no: The Employer acknowledges ☐ it will provide written statements and electronic reporting to the Massachusetts Department of Revenue if required by the Massachusetts Health Care Reform Act or ☐ that it does not believe it is subject to the notification and reporting requirements of the Massachusetts Health Care Reform Act.

   Please note Employer will be responsible for conducting or otherwise performing creditable coverage eligibility testing. By electing Claim Administrator to disseminate the above written statements, Employer is representing that any such coverage qualifies as creditable coverage under the applicable Massachusetts Health Care Reform Act requirements.

Proprietary and Confidential Information of Claim Administrator
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3. **Alternative Care Management Program** (applicable to the purchased medical management program):
☐ Yes ☐ No

The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, including but not limited to Behavioral Health, and other health care management programs.

4. **Prior Authorization** (applicable to the purchased medical management program): Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which Prior Authorization (also called pre-notification or preauthorization) is required.

5. **Essential Health Benefits ("EHB") Election**:
Employer elects EHBs based on the following:
1. ☒ EHBs based on a Claim Administrator state benchmark:
☐ Illinois ☐ Montana ☐ New Mexico ☐ Oklahoma ☒ Texas
2. ☐ EHBs based on benchmark of a state other than IL, MT, NM, OK and TX
If so, indicate the state's benchmark that Employer elects: ___
3. ☐ Other EHB, as determined by Employer

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Texas benchmark plan.

6. **Employer contribution**:

Employer Contribution – Medical	Employer Contribution – Dental
_____ % of Employee's premium, or $_____	_____ % of Employee's premium, or $_____
_____ % of Dependent's premium, or $_____	_____ % of Dependent's premium, or $_____

Comments: _____

7. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement between the parties with both such documents to be referred to collectively as the "Administrative Services Agreement" unless specified otherwise.

8. **Independent Dispute Resolution Process**:
Employer authorizes and directs Claim Administrator to offer an amount not to exceed the greater of the Qualifying Payment Amount (QPA) or the amount allowed on the initial notice of payment or denial of a claim on behalf of the Employer during negotiations under the federal IDR process.

9. **Volume-Based Discount:** The administrative charges shown in this BPA reflect a volume-based discount in an amount up to $3 PEPM for the twelve-month period beginning on the Contract Effective Date. If any of the qualifying ancillary coverage (BlueCare Dental, Basic Life, Short-Term Disability, Long-Term Disability, Accident, Critical Illness, Hospital Indemnity and/or Vision product(s)) lapses during this twelve-month period, BCBSTX reserves the right to remove the volume-based discount attributable to the lapsed product on medical administrative fee. In such event, upon sixty (60) days prior written notice to Employer, the administrative fee payment will be adjusted to reflect the removal of the discount attributable to the lapsed product.

Additional Provisions: The group is renewing 1/1/27 with no changes in benefits. Group is moving to biosimilar drug list.

Life & Disability sold with Symetra 1/1/27.

BCBSTX will provide a one-time transition credit of $35,000 for the twelve-month period beginning on the Contract Effective Date, to be used to cover costs and expenses associated with transitioning medical, prescription, stop loss, ancillary health or other coverage to BCBSTX and/or costs and expenses associated with transitioning to a new product

design with BCBSTX. [For ERISA plans: Employer is accepting the transition credit on behalf of the ERISA plan. Employer hereby certifies that it will only use it for purposes consistent with the administration of the plan.] If Employer cancels before expiration of the policy period, Employer will be responsible for refunding to BCBSTX the full amount of the transition credit.

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Signature

Sales Representative

District Phone & FAX Numbers

Producer Representative

Producer Firm

Producer Address

Producer Phone & FAX Numbers

Producer Email Address

Tax I.D. No.

Signature of Authorized Purchaser

Print Name

Title

Date

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until either revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to its directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

☐ Intentionally left blank by the Employer

Group No.: _____ By: _____

Print Signer's Name Here

➡ _____

Signature and Title

Group Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Dated this _____ day of _____

Month Year

SYMETRA
RETIREMENT | BENEFITS | LIFE

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200 | Bellevue, WA 98004-5135]

Mailing Address: Select Benefit Administrators
PO Box 440 | Ashland, WI 54806]
Overnight deliveries to: 118 3rd Street East | Ashland, WI 54806
Phone 1-800-497-3699 | Fax (715) 682-5919

MASTER APPLICATION
For Group Insurance

Instructions: (1) Complete and sign the application
(2) Attach the Plan Summary and send to Select Benefit Administrators (SBA)
(3) Retain a copy with your policy(ies)

Name of Applicant City of Abilene email address benefits@abilenetx.gov

Address 555 Walnut Street
Street

Abilene | TX | 79601
City | State | Zip

applies to Symetra Life Insurance Company for the following group insurance:

Insurance	Requested Effective Date
☐ Fixed-Payment Indemnity	
☑ Accident	01/01/27
☑ Critical Illness	01/01/27

If Symetra Life Insurance Company (Symetra) approves this application, the policy(ies) for the insurance indicated above will be issued pursuant to the selected Plan Summary. The applicant agrees that its payment of premium, after delivery of the policy(ies), shall constitute its acceptance and approval of all policy terms. This application supersedes any previous application.

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

THIS COVERAGE IS NOT A MEDICARE SUPPLEMENT CONTRACT. If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from Us.

By signing below, the applicant/policyholder agrees to allow written communications, such as the policy, certificate, riders, amendments, endorsements, and other policy information, to be delivered electronically. This consent may be withdrawn at any time, with no consequences, by informing us, in writing, of your decision to withdraw this consent. The policyholder may update their electronic contact information, or request paper copies of any written communication which was delivered by electronic means, by contacting Symetra at 1-800-497-3699.

Signed at City of Abilene TX
City | State | Date

For the Applicant by _____
Signature

Emily Crawford | City Manager
Name (printed) | Title

☑ **By checking this box, the applicant acknowledges that the applicant is electronically signing this form. The applicant acknowledges that the electronic signature is the same as the handwritten signature.**

For the Applicant _____
Electronic Signature

Agent/Producer _____
Signature | Resident Licensed Agent/Producer where required by law

Scott Gibbs
Name (printed) | Tax ID Number

Symetra® is a registered service mark of Symetra Life Insurance Company.
Select Benefit Administrators is an administrative division of Symetra Life Insurance Company, 777 108th Ave NE, Suite 1200, Bellevue, WA 98004-5135.

SYMETRA LIFE INSURANCE COMPANY AND FIRST SYMETRA NATIONAL LIFE INSURANCE COMPANY OF NEW YORK

Customer Electronic Consent and Disclosure Agreement

IMPORTANT NOTICE - PLEASE READ CAREFULLY AND KEEP FOR FUTURE REFERENCE.

By signing this agreement, you acknowledge and understand you are providing your consent to transact business by utilizing electronic communications with Symetra Life Insurance Company, First Symetra National Life Insurance Company of New York, and their affiliates and third party service providers ("Symetra"). You may withdraw your consent at any time by contacting us at our business address, website, or by phone.

What is the purpose of this Electronic Consent and Disclosure Agreement?

Symetra will provide you with certain communications, applications, agreements, billing statements, notices, disclosures, documents, or other information in writing ("Communications") regarding our products or services.

Your agreement to this Customer Electronic Consent and Disclosure Agreement ("Consent Agreement") confirms:

- Your ability and consent to receive Communications electronically, rather than on paper;
- Your agreement to use of electronic signatures in our relationship with you; and
- Your agreement to all of the terms and conditions set forth in this Consent Agreement.

If you do not want to receive Communications regarding the products and services electronically or, if you do not want to use electronic signatures in your relationship with us, or if you do not agree with all of the terms and conditions of this Consent Agreement, you should not sign and acknowledge this Consent Agreement.

What does this Consent Agreement cover once I sign it?

While not a complete listing, the types of Communications that may be sent to you or otherwise made available to you electronically when available include:

- Insurance application and enrollment forms and related documents
- Your insurance policy, annuity contract or certificates of coverage under a group insurance policy or annuity contract
- Billing statements
- Policy or contract statements
- Claim forms
- Privacy notices and other disclosures
- Financial reports
- Immediate transaction confirmations
- Policy cancellation, overdue premium notifications (e.g., grace periods, lapse notices), or termination notices
- Tax forms

Where required by law, Symetra will also deliver policy cancellation, overdue premium notifications, lapse notifications, and termination notices to you on paper.

Even if you sign and acknowledge this Consent Agreement, Symetra may, at its option: (a) deliver Communications to you on paper, and (b) require that certain Communications from you be delivered to Symetra on paper and hand-signed and/or notarized for your security.

Can I get paper copies of the Communications?

Yes. You may obtain paper copies of any of the Communications we provide to you by printing the copy yourself or by contacting Symetra at the address provided below (or such other address as may be provided to you in the future). As allowed by your state, if there is a charge or fee associated with requesting a paper copy of what we have provided to you electronically, the charge or fee will be disclosed to you in advance. We reserve the right, and assume no obligation, to provide a paper copy (instead of an electronic copy) of any Communication that you have authorized us to provide electronically. If you do not agree to receive all documents electronically, contact Symetra at the address below.

Should I maintain copies of the Communications?

Yes. By agreeing to this Consent Agreement, you agree to print or save this Consent Agreement and all electronic Communications, and to maintain the printed or electronic copies for your records. If you have any trouble with printing or saving, you should contact Symetra and request paper copies of the Communications.

How long will this Consent Agreement remain in effect?

This Consent Agreement shall become effective once you electronically sign it and it is received by Symetra. It will remain in effect for so long as Symetra is providing products or services to you, or until you withdraw your consent (as described in the next section), whichever occurs first.

What if I change my mind?

If at any time you would like to cease doing business electronically with Symetra, you will need to provide Symetra with written notice of your withdrawal of your consent to do business electronically, which will then terminate this Consent Agreement. You may withdraw your consent at any time and without charge by contacting Symetra. Your withdrawal of your consent to do business electronically and the termination of this Consent Agreement will become effective two (2) business days after Symetra's receipt of your withdrawal of consent. Thereafter, all Communications will be provided to you on paper.

What if my contact information changes?

By agreeing to this Consent Agreement, you are required to keep Symetra informed of any changes to your e-mail address and all other contact information. You may inform Symetra of any such changes by contacting it at the address or our website provided below (or such other customer service addresses as may be provided to you in the future).

How can I contact Symetra?

You may contact your Symetra account manager or service representative directly. If you are unsure of that person's contact information, you can find it at www.symetra.com/go by clicking on "Policy Information" and then "Contact Us."

Or you may contact us at:

Symetra
PO Box 35020
Seattle, WA 98124-3420
Phone: 1-800-796-3872
1-800-426-7784 (For Stop Loss, Life, Disability and Absence Management Customers)
1-800-497-3699 (For Select Benefits Customers)
Website: Log in at www.symetra.com

Are there any hardware or software requirements to do business electronically with Symetra?

Yes. To access, sign, print, and retain the Communications sent or made available to you electronically by Symetra you must:

- Have a device that will connect to the internet, access to an e-mail account, and access to an internet browser. Access to Adobe products will not be required to electronically sign any forms sent by Symetra, but Adobe may be necessary to view, download, or print documents.
- Have the ability to view disclosures on your device – if you are unable to view due to a personal issue and need an accommodation, please contact Symetra.
- Have sufficient electronic storage capacity on your device or other data storage unit.

These minimum requirements are subject to change from time to time and it is your responsibility to comply with these requirements as they change. We will update you if there are any changes to the hardware or software requirements that could impact your receiving or reviewing any Communications.

What are my responsibilities with respect to certificates of insurance?

- You agree that as the plan sponsor, it is your responsibility to make the correct electronic certificate available to insureds. Symetra is not responsible if you make an incorrect electronic certificate available to insureds.
- You agree that as the plan sponsor, it is your responsibility to inform all insureds when their certificates are modified due to certificate amendments agreed upon by you and Symetra.
- You agree that as the plan sponsor, it is your responsibility to request paper certificates from Symetra and provide them to insureds who request them, as well as to keep any associated records of delivery as required by law, rule or regulation. Symetra will provide paper certificates and certificate amendments upon request.

Additional Terms

By agreeing to the terms of this Consent Agreement, you agree that Symetra may rely on electronic signatures in our relationship with you and you agree to waive all claims against Symetra based on any allegation that the electronic receipt or execution of any Communications described herein is invalid, unenforceable or insufficient. To the extent permitted by applicable law, you agree to indemnify, defend and hold Symetra, harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from: (i) a breach of any term or condition of this Consent Agreement by you or (ii) your (or any other person accessing your device or using your account or user credentials) use or misuse of the systems and processes used in connection with the receipt or execution via electronic means of Communications.

If you are providing this consent as the representative of a non-natural person (for example, if you are providing this consent on behalf of your employer), you declare and certify that upon the date of your electronic signature, you are duly authorized to execute this Consent Agreement, are properly doing so within the scope of such authority, and that this Consent Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. To the extent permitted by applicable law, you hereby indemnify and hold Symetra harmless for any improper authority you exercise on behalf of another person or entity.

By signing, electronically signing, or checking the “I ACCEPT” box and typing your name and e-mail address below, you affirm the following:

- I have CAREFULLY read and understand this Consent Agreement and accept it voluntarily and with full knowledge and agreement of its terms and conditions.
- I have read this Consent Agreement using computer hardware and software that meets the minimum hardware and software requirements described above. I am responsible for ensuring that my computer hardware, computer software, internet service providers and cellular service providers do not inhibit or interfere with the notices and communications described herein.
- There is no charge for electronic delivery, although I may incur charges associated with my use of the internet or receipt of text messages, telephone calls or facsimiles, and Symetra will not reimburse such charges.
- Electronic delivery will be cancelled if e-mails are returned undeliverable, at which time you will be defaulted to paper delivery of all correspondences. Fees may be incurred in the change to paper delivery, as permitted by law.
- I will print and save a copy of this Consent Agreement for myself or any other party that I represent or have authority to act on their behalf.

☑ I ACCEPT

Group/Plan Sponsor City of Abilene

Name Emily Crawford

Title City Manager

Signature _____

Email Address emily.crawford@abilenetx.gov

Date _____

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

Application for Group Insurance

Name of Applicant: City of Abilene

Address: 555 Walnut Street
(Street)

Abilene (City) TX (State) 79601 (Zip)

applies to Symetra Life Insurance Company, for:

- ☑ Group Short Term Disability Insurance
- ☑ Group Long Term Disability Insurance
- ☑ Group Term Life Insurance

If Symetra Life Insurance Company (Symetra) approves this application, the policy(ies) indicated above will be issued. The applicant agrees that by signing this application it accepts the policy issued pursuant to the proposal dated April 3, 2026.

This application supersedes any previous application.

Any person who, with intent to defraud or knowing he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Signed at (City) _____, (State) _____

Date signed: _____

City of Abilene

By Emily Crawford

Title City Manager

Agent/Producer Name (printed) Scott Gibbs

Agent/Producer Signature _____
Resident Licensed Agent/Producer where required by law

Instructions: (1) Sign and return to Symetra.
(2) Retain copy with your policy.

Symetra® is a registered service mark of Symetra Life Insurance Company.

2027
Benefits RFP
Summary

CITY OF ABILENE TEXAS

RFP #CB-2626
Administrative Services Only (ASO) for Medical and Pharmacy Benefits

CITY OF ABILENE TEXAS

Selection Process

- RFP #CB-2626 for Administrative Service Only for Medical and Pharmacy Benefits
- One (1) proposal received
- The rating criteria consisted of:
  - Scope of services (15%)
  - Cost of services (40%)
  - Population management and wellness (10%)
  - Experience with Similar Clients (15%)
  - Capability (20%)

CITY OF ABILENE TEXAS

Recommendation
Blue Cross Blue Shield

Recommendation
One-Year Service Agreement
Effective 1/1/2027 – 12/31/2027
With Optional Renewal for One Year

CITY OF ABILENE TEXAS

RFP #CB-2629

Voluntary Benefits - Basic Life/AD&D, Voluntary Life/AD&D, Director LTD, Voluntary STD, Voluntary LTD, Accident and Critical Illness

CITY OF ABILENE TEXAS

Selection Process

- RFP #CB-2629 for Voluntary Benefits - Basic Life/AD&D, Voluntary Life/AD&D, Director LTD, Voluntary STD, Voluntary LTD, Accident and Critical Illness
- Three (3) proposals received
- The rating criteria consisted of:
  - Scope of services (15%)
  - Cost of services (50%)
  - Support (10%)
  - Capability (15%)
  - Experience with Similar Client (10%)

CITY OF ABILENE TEXAS

Recommendation
Symetra

Recommendation
Three-Year Service Agreement
Effective 1/1/2027 – 12/31/29

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM

7/23/2026

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

ITEM: **8. Resolution: Receive a Report, Hold a Discussion and Take Action on CB-2638 Authoring the City Manager to Enter into a Contract with Dallas Stretched Ceilings for the Abilene Convention Center Auditorium Step/Aisle Lighting Renovation *(Richard Rodgers)***

GENERAL INFORMATION

The Abilene Convention Center Auditorium step/aisle lighting system is failing, creating a significant life safety concern for patrons navigating the seating aisles during performances. The existing lighting is inconsistent, with numerous step lights no longer functioning, resulting in dark stairways and limited visibility.

This issue has become increasingly critical as attendance and event activity have grown. Over the past several months, the facility has experienced numerous patron falls related to the inadequate stair lighting, resulting in multiple insurance claims, several of which remain active. While staff have made every reasonable effort to maintain and repair the existing lighting system at the venue level, these temporary measures are no longer sufficient. The lighting system has reached the point where a comprehensive replacement is necessary to provide a reliable, long-term solution that ensures patron safety.

The City of Abilene issued RFP CB-2638 and received three responses on June 30, 2026. The proposals were evaluated based on cost, quality and fit of the finished system, and the vendors' qualifications and experience.

Staff recommends awarding the contract to Dallas Stretched Ceilings for a total cost of $130,261.28. Dallas Stretched Ceilings proposed an eight-week project timeline, consisting of approximately five to six weeks for material procurement and two weeks for installation. While the lowest bid totaled $122,450.00**,** that proposal included a significantly longer project duration of approximately 21 weeks, with 15 weeks for material procurement

and six weeks for installation.

Dallas Stretched Ceilings is known in the convention center industry for delivering high-quality work and completing projects on time. Recent projects include a complete conversion to LED lighting in the 5-story parking garage, surface parking lot, and skybridge at the Shreveport Convention Center and Hilton Hotel in Shreveport, Louisiana, as well as a complete conversion, both indoor and outdoor, of fluorescent lighting to LED/RGB color-changing lighting throughout the entire Irving Convention Center in Irving, Texas.

Given the urgency of this safety issue, the firm's experience, quality, and expedited timeline offer the best overall value to the City. The city staff, in coordination with Abilene Convention Center staff, recommends awarding the contract to Dallas Stretched Ceilings.

FUNDING/FISCAL IMPACT

The project will be paid for from the Abilene Convention Center Project Fund.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval of the contract with Dallas Stretched Ceilings for the Abilene Convention Center Auditorium Step/Aisle Lighting Renovation.

ATTACHMENTS:

1. 26_3_26 Resolution Contract Dallas Stretched Ceilings Convention Center Aisle Lighting Project
2. CB-2638 ACC Step/Aisle Lighting contract
3. CB-2638 ACC Grading sheet
4. 26_7_23 Presentation Dallas Stretched Ceilings for Abilene Convention Center Auditorium Contract

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DALLAS STRETCHED CEILINGS FOR THE RENOVATION OF THE STEP/AISLE LIGHTING AT ABILENE CONVENTION CENTER AUDITORIUM.

WHEREAS, the City is the owner of the Abilene Convention Center Auditorium; and

WHEREAS, the City has determined that it will require the services of a qualified contractor for the renovation of the step/aisle lighting at the Abilene Convention Center Auditorium; and

WHEREAS, the City received three proposals on June 30, 2026 for the renovation of the step/aisle lighting at the Abilene Convention Center Auditorium; and

WHEREAS, Staff evaluated the proposals and selected Dallas Stretched Ceilings at a cost of $130,261.28.

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

Part 1: The City Council of the City of Abilene hereby authorizes the City Manager to enter into a contract with Dallas Stretched Ceilings for the renovation of the step/aisle lighting at the Abilene Convention Center Auditorium.

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

ADOPTED this 23rd 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 23 day of July, 2026, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and Dallas Stretched Ceilings ("Contractor"), a Company organized under the laws of the State of Texas.

I. TERMS

In consideration of $130,261.28, 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
X2.	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)
X3.	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: Wayne Connastser, Dallas Stretched Ceilings
102 Jeremy Drive
Fate, Texas 75189

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:

ATTEST:

_____
City Secretary

APPROVED:

By: _____
City Attorney

CONTRACTOR

By: Dallas Stretched Ceilings

Name: Wayne Connatser

Title: Owner



Federal Tax ID#: 92-1299767

Corporate Seal if applicable

ATTACHMENT A

Scope of Work

Remove and replace the Abilene Convention Center step/aisle lighting in the Abilene Convention Center Auditorium. Work includes demolition of existing lighting, LED Tape installation, cover replacement, electrical repairs, power supply replacement, and testing & balancing. Work should take 8 weeks form Notice to Proceed.

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 $130,261.28 payable per invoice 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)

CB-2638	Richard Rodgers	Chris Liles	Lesli Andrews	TOTAL	Rank
Sullivan Contracting Services	65	80	60	205	2
Dallas Stretched Ceilings	70	85	65	**220**	1
Lone Star Electric	75	50	50	175	3

Contract Dallas Stretched Ceilings for Lighting at Abilene Convention Center Auditorium

CITY OF ABILENE TEXAS

General Information:

- Contract with Dallas Stretched Ceilings for the renovation of the step/aisle lighting at Abilene Convention Center Auditorium.
- The City received three proposals on June 30, 2026 for the renovation of the step/aisle lighting at Abilene Convention Center Auditorium.
- Staff evaluated the bids and selected Dallas Stretched Ceilings at a cost of $130,261.28.





CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
7/23/2026

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

ITEM: **9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Hazen & Sawyer for the Integrated Infrastructure Management Plan – Asset Management Phase 1 Project *(Matthew Dane)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Hazen & Sawyer for professional asset management services associated with the City's Integrated Infrastructure Management Plan (IIMP), specifically Phase 1 – Data Gap Assessment, Maturity Assessment, Funding Level Evaluation, Risk Framework Development, and IIMP Coordination.

The contract provides professional services to evaluate the City's existing infrastructure data, assess the maturity of the City's asset management practices, establish a risk framework for future infrastructure prioritization, evaluate long-term infrastructure funding needs, and coordinate asset management activities with the overall Integrated Infrastructure Management Plan.

The scope of work includes:

- Project management and program coordination
- Data request and infrastructure data gap analysis
- Asset Management Maturity Assessment using the Institute of Asset Management (IAM) framework
- Development of an Asset Management Implementation Roadmap
- Current funding level evaluation to support the City's five-year rate model
- Development of an enterprise Asset Management Risk Framework
- Condition assessment planning for future phases
- Coordination with the Program Manager and IIMP domain consultants

The total contract amount is **$367,500.00**, and the project is expected to be completed within approximately four (4) months following Notice to Proceed.

The Integrated Infrastructure Management Plan (IIMP) is the City's comprehensive planning effort across its water distribution, water treatment, wastewater collection, and wastewater treatment systems. The Program is intended to produce a single prioritized, cross-domain Capital Improvement Plan (CIP) built upon shared demand projections, common asset data, and a continuously maintained GIS-based planning environment. Kimley-Horn & Associates serves as the Program Manager, while Hazen & Sawyer serves as the Asset Management consultant.

This project will:

- Identify and prioritize infrastructure data gaps across all utility systems.

- Evaluate the City's asset management practices against the Institute of Asset Management (IAM) framework.
- Develop a prioritized implementation roadmap for improving asset management practices.
- Evaluate current infrastructure funding levels and long-term renewal and replacement needs.
- Develop an enterprise risk framework to support future risk-based capital planning.
- Establish the foundation for future condition assessments and long-term asset management implementation.

This authorization includes only Phase 1 of a multi-phase Asset Management Program. Future phases will be presented separately as they are developed.

FUNDING/FISCAL IMPACT

The contract will be funded from the Water Utilities Capital Improvement Program (CIP) funds.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council approve the Professional Services Contract with Hazen & Sawyer for the Integrated Infrastructure Management Plan – Asset Management Phase 1 Project in the amount of $367,500.00.

ATTACHMENTS:

1. 2 WrittenResolution IIMP AM Ph 1
2. Hazen & Sawyer - Integrated Infrastructure Management Plan - Ph1 Contract
3. 3 Presentation IIMP AM Ph 1

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 7/21/2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH HAZEN & SAWYER FOR THE INTEGRATED INFRASTRUCTURE MANAGEMENT PLAN – ASSET MANAGEMENT PHASE 1 PROJECT.

WHEREAS, the City of Abilene (City) owns and operates water and wastewater utility systems and is responsible for the long-term stewardship, renewal, and replacement of those infrastructure assets; and

WHEREAS, the City has undertaken an Integrated Infrastructure Management Plan (IIMP) to establish a prioritized, cross-domain capital improvement program for its water and wastewater systems; and

WHEREAS, the City desires to implement Phase 1 – Data Gap Assessment, Asset Management Maturity Assessment, Funding Level Evaluation, Risk Framework Development, and Integrated Infrastructure Management Plan Coordination as part of its Integrated Infrastructure Management Plan; and

WHEREAS, the scope of services includes project management, data gap analysis, an Asset Management Maturity Assessment, development of an Implementation Roadmap, current funding level evaluation, development of an enterprise Asset Management Risk Framework, condition assessment planning, and coordination with the overall Integrated Infrastructure Management Plan program; and

WHEREAS, the total contract amount for these services is $367,500.00 from the Water Utilities Capital Improvement Program (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 Hazen & Sawyer for the Integrated Infrastructure Management Plan – Asset Management Phase 1 Project in the amount of $367,500.00.

ADOPTED this ____ day of _____, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This Contract, dated the 23rd day of July, 2026, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Hazen & Sawyer, a company organized under the laws of the State of Texas. ("Professional").

The City is engaged in Integrated Infrastructure Management Plan Asset Management – Phase 1, 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 architect/engineer properly licensed/certified 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 four-month period.

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 and the City hereby authorizes Professional to disclose the information to the Professional's subcontractors.

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

B. Indemnity

The Professional shall indemnify, hold harmless 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.

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 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, at its own cost, 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 performed in accordance with the contract 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 performed in accordance with the contract 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: Scott Hardy, PE, PMP
Associate Vice President
500 Chestnut, Suite 802 Abilene, TX 79602

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 in

effect as of the effective date. Professional must obtain all necessary permits and licenses required for Professional to complete its services as set out.

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.

Professional's aggregate liability in any and all causes of action arising under, out of, or in relation to this Agreement, its negotiation, performance, breach or termination shall not exceed the total amount actually paid to Professional by City pursuant to this Agreement. This is whether the causes of action arise in tort, including without limitation, negligence or strict liability, contract under statute or otherwise. As a separate and independent limitation on liability, Professional's liability is limited to direct damages. Professional shall not be liable for any (i) indirect, incidental, special or consequential damages; nor (ii) any revenues, profits or data lost by City, construction

costs, losses that result from the action or inaction of contractor(s) (collectively, "Other Losses"), regardless whether such Other Losses are categorized as a direct damage or otherwise.

{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:

PROFESSIONAL

Hazen and Sawyer

By:

Name: Scott A. Hardy
Title: Associate Vice President
Address: 1600 W. 7th Street, Suite 202, Fort Worth, TX 76102
Phone Number: 817-870-2630
Federal Tax ID#: 13-2904652

ATTEST:

City Secretary

ATTEST: (if corporation)

Corporation's Secretary

APPROVED:

By: _____
City Attorney

Corporate Seal (if available)



ATTACHMENT A

Scope of Services

See attached proposal (10 pages) for scope of work, schedule, and compensation.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 _X_

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 attached compensation schedule) per hour, or per the attached schedule, not to exceed $367,500.00.

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 ___

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

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

Before final acceptance of this project by the City, if 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.

Hazen and Sawyer
1500 Chestnut Street, Suite 802
Abilene TX 79602

Scope of Services Integrated Infrastructure Management Plan Asset Management

Phase 1: Data Gap Assessment, Maturity Assessment, and Funding Level Evaluation

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 "Program Manager") to serve as an extension of City staff. The City has selected an **Asset Manager (AM)** — Hazen and Sawyer. (the "Consultant") to provide asset management frameworks, analysis, strategy, and a data population across all domains. The consultant shall coordinate AM activities with each domain consultant, the City, and the Program manager, The City is the directive authority throughout. This **Attachment A** scopes **Phase 1 — Data Gap Assessment, Maturity Assessment, and Funding Level Evaluation** only.

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 is the first task of a multiphase Asset Management project delivered as part of the Integrated Infrastructure Master Plan (IIMP) for the City of Abilene (City). This task includes data gap analysis, asset management maturity assessment, development of implantation Roadmap, and an evaluation of potential funding requirements for sustainable asset management to inform the 5-year rate model for the City.

Job no

This contract authorizes Phase 1 only. Subsequent phases shall be authorized separately as each becomes defined during Phase 1.

The Integrated Infrastructure Master Plan is focused on sustainable infrastructure investment for all the City's water and wastewater assets. To meet that goal later tasks are anticipated to encompass other asset management components which could include:

Data Structures and Frameworks

- Development of an Asset Hierarchy
- Development of a Risk Framework and coordination with the Program manager to integrate with the Prioritization Framework.

Population of Risk Data

- Development of a Risk Model for linear assets and calculation of linear asset risk scores
- Development of a Risk Model for vertical assets and vertical asset Consequence of Failure Workshops
- Development of scoring criteria for vertical asset condition assessment.
- Performing condition assessment and/or providing training and review of condition assessment performed by City staff or other consultants

Asset Management Project and Budget Development

- Establishing Level of Service goals to determine which assets require replacement.
- Establishing Lifecycle management strategies specific to individual systems and/or asset classes
- Development of long term and short-term financial forecasts for asset replacement, inspection, or data management projects.
- Development of Capital Improvement projects to meet asset management goals.

Ongoing Asset Management Implementation Support

- Workflow Development/Continuous improvement
- CMMS and Software Support
- Predictive Failure Analytics
- Preventative Maintenance Optimization

1.1 Project Management

This task consists of general project management, invoicing, activity coordination, schedule management, and staff/personnel administration required over the project duration of 4 months to complete the identified project services.

1.1.1 Project Kickoff

Hazen will facilitate a project kickoff meeting with the City's team to present the general Asset Management approach, initial scope of work, and planned schedule. The meeting will also highlight key deliverables and opportunities for collaboration. Hazen recommends including a representative from each Division, along with other key staff who will be involved throughout the Maturity Assessment and Implementation Roadmap.

During the kick-off meeting, Hazen will review the project scope, information-gathering methods, and the objectives and deliverables for each task. Kick-off activities will include:

- Introduce project team members and confirm roles and responsibilities
- Communicate specific expectations the City has for the project
- Discuss the overall project approach
- Review project scope and identify task dependencies, critical paths, and resource needs
- Review and refine the project schedule, as needed
- Confirm project communications protocol

1.1.2 Data Request

An initial data request for any relevant asset system and asset management planning information will be provided to the City. The data request may include, but not limited to the following:

- Previous asset management planning documents
- Capital improvement program and associated prioritization/development procedures
- Risk frameworks currently utilized and asset inventory
- Past inspection data available in an electronic format (CCTV data, asset inspection records, etc.)
- GIS data
- CMMS Data and/or access to CMMS environments (Cartegraph and Waterly)
- Existing maintenance strategies and programs
- Organizational roles and responsibilities
- Information technology and data management protocols and systems

Meetings:

- One 1-hour kickoff meeting in-person)

Deliverables:

- Electronic copy (PDF) of the kick-off meeting agenda
- Electronic data request (excel)

1.2 Data Gap Analysis

Hazen will compile and conduct a gap analysis of the data provided as part of the data request. Hazen will review current failure rates and identify missing values and inconsistencies in asset attributes (i.e., age, size, material, make, model) that could impact Task 1.4 Funding Level Evaluation or subsequent risk evaluation during later tasks of IIMP. Hazen will review the City's GIS, CMMS, and inspection data to identify major missing components which must be filled to achieve near-term asset management goals.

Data gaps will be prioritized as High, Medium, or Low priority based on whether they are critical path for development of the IIMP, or whether they can be filled in subsequent tasks. Examples of data gaps could include missing assets, asset attribute data, data framework issues, software limitations, etc.

Hazen will facilitate up to two workshops to validate asset attribute gaps and develop a protocol for filling in key missing information. During these workshops, Hazen will work with the City to identify areas with known asset performance issues, a high occurrence of failures, or other infrastructure-related problems. Hazen recommends including key City operations and maintenance personnel in these workshops to provide input on the data gaps and on the assumptions developed to fill in the missing data. This operator-based knowledge will be documented to support the desktop risk assessment performed in later tasks.

A summary of the data sources compiled, data gap analysis, and recommendations will be prepared and presented in a data gap analysis presentation.

This data gap analysis will serve as the foundation for later tasks for developing the risk framework.

Meetings:

- Two 1.5-hours data gap workshops (one virtual, one in person)
- One 1.5-hours data gap analysis presentation (in person)

Deliverables:

- Electronic copy (PDF) of the data gap analysis presentation

Schedule:

- To be completed within 2 months of notice to proceed

1.3 Asset Management Maturity Assessment

This task includes a series of structured interviews and workshops to assess the City's current approach to asset management against the Institute of Asset Management (IAM) framework.

This task will begin with a Maturity Assessment kick-off meeting which will include discussion of the following items:

- Overview of the IAM framework
- Plan interviews and workshops
- Collect information and documentation such as business processes, strategies, and plans.

The City will collect information in response to Hazen's document request prior to the Maturity Assessment task kick-off meeting. Hazen will assess the documentation provided against the framework requirements and industry practice, to identify specific gaps and areas for improvement.

Hazen will conduct a series of structured interviews with a cross-section of City staff, including Directors, Managers, Operations Crews, Engineers, GIS, and Technical Services staff. Hazen will deploy interview teams consisting of three (3) interviewers and plan to conduct up to twelve (12) hours of staff interviews. Preference will be given to small group interviews, but larger group interviews can be arranged if there are time limitations or if requested by the City. Each interview will last approximately sixty (60) to ninety (90) minutes using a structured questionnaire, specific to the interviewee's functional role.

Using the results of the document review and interviews, Hazen will conduct a maturity assessment for the entire organization and portfolio of assets against the elements of the IAM framework. Each element will be scored on a scale of 0 to 4, with score of 3 indicating competency and following "good practice" per the framework requirements.

The initial results will be presented at a Results Workshop, which will allow City staff to validate and confirm the findings. Gap closure improvement initiatives will also be discussed during the Results Workshop, prior to further development as part of the Program Implementation Roadmap.

Following the identification of improvement initiatives during the Results Workshop, Hazen will further define and develop initiatives to enhance the City's asset management maturity to the desired state. For each initiative, Hazen will provide a description of level of effort, budget range, high-level assessment of resource requirements, and suggested initiative leadership. Hazen will facilitate an Implementation Roadmap Workshop with City staff to review and prioritize the initiatives and associated action plan.

The results of the Maturity Assessment, recommended initiatives, and Implementation Roadmap will be summarized in a Tabular Maturity Assessment and Implementation Roadmap and submitted to the City for review and comments. Hazen will incorporate City's comments and submit Final Technical Memorandum to the City.

Meetings:

- One 1.0-hour kick-off meeting (virtual)
- 12-hour staff interviews (in person) by a 3-person Hazen team over 2 days
- One 1.5-hours Results Workshop (in person)
- One 1.5-hours Implementation Roadmap Workshop (in person)

Deliverables:

- Electronic copy (PDF) of the interview questionnaire
- Tabular Draft Maturity Assessment and Implementation Roadmap
- Tabular Final Maturity Assessment and Implementation Roadmap
- Maturity Assessment Summary Table

1.4 Current Funding Level Evaluation and Planning

Based on the data evaluated in Task 1.2, Hazen will evaluate current spending levels for asset renewal and replacement as well as potential renewal and replacement rates based on prior asset management studies and data.

Hazen will facilitate a workshop to discuss current investment rates and strategies for establishing and tracking future funding level targets/ KPIs.

Meetings:

- One 2-hour Funding Level Evaluation Workshop (virtual)

Deliverables:

- Tabular summary of current funding levels
- Workshop meeting summary powerpoint

1.5 Risk Framework and Condition Assessment Planning

Hazen will develop an enterprise Asset Management Risk Framework in coordination with the Program Manager to support risk-based decision-making for operations, maintenance, rehabilitation, replacement, and capital improvement planning. The framework will establish a consistent methodology for evaluating asset risk across the organization's asset portfolio by assessing both Likelihood of Failure (LoF) and Consequence of Failure (CoF). Hazen will facilitate workshops with key stakeholders to define risk criteria, scoring methodologies, weighting factors, and business objectives aligned with organizational goals and levels of service. The framework will incorporate financial, operational, environmental, regulatory, and customer service impacts to ensure a comprehensive assessment of asset

risk. The risk framework will be documented in a risk framework memorandum.

Based on the data gaps identified in task 1.2 Hazen will identify opportunities where early condition assessment may be warranted as part of the IIMP. A finalized list of condition assessments to be completed as part of the IMP will be provided as part of this task after review by the City. Later tasks in Phase II will develop a wholistic condition assessment strategy based on Consequence of Failure.

Hazen will coordinate with the City to establish a strategy and identify appropriate tools for scoring CoF for all assets and completing condition assessments identified as a high priority. Condition assessment activities may be completed by Hazen or Domain consultants as determined by the City and included in Phase II scope.

Hazen will host a training workshop with Domain consultants to discuss condition assessment strategy and provide scoring guidance to help ensure consistent scoring.

Meetings:

- Three 1-hour Risk Framework Workshops (two in person, one virtual)

Deliverables:

- Risk Framework Memorandum .pdf

1.6 IIMP Coordination

This task includes up to a total of 180 hours for coordination and work products to assist the Program Manager with timely delivery of Asset Management data for the IIMP. Work under this task may include participation in IIMP progress meetings, development, and review of asset data inputs for other IIMP domains, and support for cross-domain data integration as defined in the project scope. This task may also be utilized to support accelerated development of risk framework or other tasks as needed to support the program. Direct costs assume three 2-hour in person workshops.

1.7 Assumptions

- It is assumed that the Consultant will lead development of the Asset management risk framework in coordination with the Program Manager to ensure it the risk framework fits into the larger prioritization framework for the Master Plan.

- The Program Manager and City will establish a data sharing environment for ESRI and other data that can be utilized to support tasks and deliverables.

- Deliverable format will be coordinated with the Program Manager and the City

1.8 Schedule

The work in this phase will be completed over a 4-month period following notice to proceed. Subsequent phases will be approved by amendment and may run concurrently with this phase as needed.

1.9 Compensation

Compensation for Phase 1 will be completed on an hourly not to exceed basis. A breakdown of costs for each sub-task is provided in **Table 1-1** utilizing the categorical rates in **Table 1-2.** Categorical rates are effective through June 30, 2027 and may be amended annually.

Table 1-1 Compensation by Task

Task	Total Costs
1.1 Project Management	$ 14,100
1.2 Data Gap Analysis	$ 74,600
1.3 AM Maturity Assessment	$ 109,900
1.4 Funding Level Evaluation	$ 11,800
1.5 Risk Framework and Condition Assessment Planning	$ 106,700
1.5 IIMP Coordination and Meetings	$ 50,400
Phase 1 Total	**$ 367,500**

Table 1-2 Categorical Rates

Title	Hourly Rate
Vice President	$ 340
As. Vice President	$ 330
Sr. Associate	$ 305
Associate	$ 270
GIS Analyst	$ 180
Senior Business Analyst	$ 225
Business Analyst	$ 180
Sr. Principal Engineer	$ 240
Principal Engineer	$ 210
Assist. Engineer II	$ 180

Approve the Professional Services Contract for the Integrated Infrastructure Management Plan – Asset Management Phase 1

CITY OF ABILENE TEXAS

IIMP – Asset Management Phase 1 Overview

- Approving the contract with Hazen & Sawyer for the Integrated Infrastructure Management Plan – Asset Management Phase 1 for the price of $367,500.00.
- Includes project management, data gap analysis, an asset management maturity assessment, a funding level evaluation, Enterprise Risk Framework Development, and IIMP coordination.
- The IIMP is the City's integrated planning effort across its water and wastewater systems, producing one prioritized, cross-domain capital improvement plan.

CITY OF ABILENE TEXAS

IIMP – Asset Management Phase 1 Overview

- Phase 1 is the first authorized task of a multiphase Asset Management program.
- Establishes the data foundation, organizational baseline, risk framework, and funding strategy for long-term infrastructure investment.
- Data Gap Analysis prioritizes missing or inconsistent asset data.
- Maturity Assessment scores current practices against the IAM framework.
- Funding Level Evaluation informs the City's five-year rate model.

CITY OF ABILENE TEXAS

IIMP – Asset Management Phase 1 Overview

Phase 1 – Scope

- Data Gap Assessment of GIS, CMMS, and inspection data
- Asset Management Maturity Assessment against the IAM framework
- Enterprise Asset Management Risk Framework
- Condition Assessment Planning

Key Deliverables

- Prioritized data gap analysis and recommendations
- Maturity assessment and implementation roadmap
- Asset replacement unit costs and funding scenarios
- Funding level evaluation to inform the five-year rate model

CITY OF ABILENE TEXAS

Phase 1 sets the foundation for sustainable asset management.

Approve the Professional Services Contract for the Integrated Infrastructure Management Plan – Asset Management Phase 1

QUESTIONS?

CITY OF ABILENE TEXAS

CITY OF ABILENE

CITY COUNCIL MEMORANDUM

7/23/2026

TO: **Emily Crawford, City Manager**

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

ITEM: **10. Ordinance (First Reading) CUP-2026-11: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Apply a Conditional Use Permit to Approximately 0.32 Acres Zoned Central Business (CB) to Allow a Tattoo Parlor. Located at 1240 N 8th Street. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property is located near downtown and features a commercial building constructed in 1928. Over the past three years, the property has undergone renovations and has had numerous tenants throughout those years.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends **approval** subject to the concept plan by a vote of 7-0.

ATTACHMENTS:

1. Ordinance
2. CUP-2026-11 - Staff Report
3. Operation Hours
4. Concept Plan
5. 832 Cedar St - Favor
6. CUP-2026-11 - 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 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 23rd 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 13th day of August, 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 13th day of August 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to allow a Tattoo Parlor in Central Business (CB) zoning subject to the concept plan and hours of operation shown in Exhibit B.

Legal description as follows:

Being the South ½ of Lot 12, Evans Subdivision of part of Lot 2, Block 179, City of Abilene, Taylor County, Texas, and parts of Lots 6 and 7, Motz & Curtis Subdivision of part of Lot 3, Block 179, City of Abilene, Taylor County, Texas, and part of a 14' strip of land lying between said Evans Subdivision and said Motz & Curtis Subdivision, recorded in Volume 289, Page 654, and Volume 143, Page 417, Deed Records, Taylor County, Texas, save and except the North 2' of the South½ of said Block 12, of the Evans Subdivision, recorded in Volume 207, Page 343, Deed Records, Taylor County, Texas, said tract being more thoroughly described as follows:

Beginning at a point, on the North boundary line of North 8th Street and the East line of said Hickory Street, for the Southwest comer of this tract, from which the Southwest comer of the building bears N85°12' 15"W 0.25';

Thence N04°51'49"E, along the East boundary line of said Hickory Street a distance of 98.0' to a point for the Northwest comer of this tract, from which a "X" in concrete bears N85°12' 15"W
5.3' and N04°5l' l 9"E 0.7';

Thence S85°12' 15"E a distance of 140.0' to a set ½" rebar with a cap marked "Estes 5003" for the Northeast comer of this tract;

Thence S04°5l '49"W a distance of98.0' to a point, on the North boundary line of North 8th Street, for the Southeast comer of this tract, from which the Southeast comer of the building bears S85°12' 15"E 0.1';

Thence N85°12' 15"W, along the North boundary line of said North 8th Street a distance of 140.0' to the point of beginning.

Surveyed on the ground August 22, 2024.



Located at 1240 N 8th Street.

ORDINANCE NO. _____

EXHIBIT B



Hours

Sunday – Closed

Monday- Closed

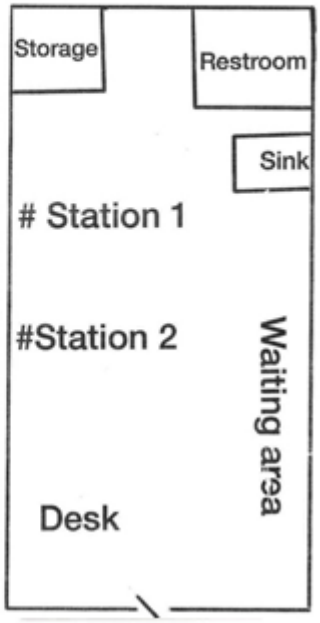
Tuesday- 8A-8PM

Wednesday - 8AM-8PM

Thursday - 8AM-8PM

Friday - 8AM-8PM

Saturday - 8AM-8PM





END

ZONING CASE CUP-2026-11 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 7, 2026
City Council 1st Read: July 23, 2026
City Council 2nd Read: August 13, 2026

Applicant
Owner: Hickory & 8th LLC
Agent: Lynn Salas

Case Manager
Clarissa Ivey – Planner

Request
A Conditional Use Permit to allow a Tattoo Parlor in Central Business (CB) zoning.

Location
The subject property is located at 1240 N 8th St. Legal description being Original Town Abilene, Block 179, Evans Subdivision, Lot 12 & Motz & Curtis Subdivision, Lots 6 & 7, Abilene, Taylor County, Texas.

Background
The subject property is located near downtown and features a commercial building constructed in 1928. Over the past three years, the property has undergone renovations and has had numerous tenants throughout those years.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	CB	Office
East	CB	Vacant Lot
South	CB	Automobile Wash
West	CB	Gun Store

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 surrounding zoning and is appropriate at this location.
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 use will be conducted indoors and should not negatively affect the surrounding uses.

4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
   The proposed use will generate additional pedestrian or vehicular traffic, but staff does not believe it will be hazardous or conflicting with the existing traffic.
5. **The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**
   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 use will be conducted indoors and should not generate any visual impacts that would need to be mitigated.
7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**
   The proposed use is compatible with the surrounding uses at this location.

Planning and Zoning Commission Recommendation
P&Z recommends **approval** subject to the concept plan and the hours of operation of 8AM to 8PM.

Attachments

- 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	PROPERTY ID	SITUS	RESPONSE
ABILENE RESTORATION MINISTRIES INC	13365	774 CEDAR ST	
CORPIAN GARY & MARILU	1001796	818 CEDAR ST	
EMMANUEL CHURCH OF ABILENE	41602	826 HICKORY ST	
FLORES CANDELARIO SR &	14593	771 HICKORY ST	
HENDRICK MEDICAL CENTER	41847	1318 N 8TH ST	
HICKORY & 8TH LLC	25687	1234 N 8TH ST	
HICKORY & 8TH LLC	25687	1238 N 8TH ST	
HICKORY & 8TH LLC	25687	1228 N 8TH ST	
HICKORY & 8TH LLC	25687	1240 N 8TH ST	
HICKORY & 8TH LLC	25687	1226 N 8TH ST	
HICKORY & 8TH LLC	25687	1230 N 8TH ST	
HICKORY & 8TH LLC	25687	1242 N 8TH ST	
HICKORY & 8TH LLC	25687	813 HICKORY ST	
JACK ABILENE DEVELOPMENT LLC	24915	804 CEDAR ST	

JACK ABILENE DEVELOPMENT LLC	24915	1220 N 8TH ST	
KX WEALTH FUND I LLC	1086305	837 HICKORY ST	
MYSTICAL ROSE SERVICES LLC	14706	1317 N 8TH ST	
PATTON SETH	25544	817 HICKORY ST	
PATTON SETH	25407	825 HICKORY ST	
POLK JODI LEIGH	24537	842 CEDAR ST	
POLK JODI LEIGH	24537	842 1/2 CEDAR ST	
RICHARDS TIM & TAVIA	41723	802 HICKORY ST	
RICHARDS TIM & TAVIA	41723	814 HICKORY ST	
SEGURA BALDOMERO	13253	1217 N 8TH ST	
SEGURA BALDOMERO	14494	765 HICKORY ST	
SEGURA BALDOMERO	13142	766 CEDAR ST	
TREVINO MATT P JR	25158	832 CEDAR ST	F
TREVINO MATT P JR	25158	832 1/2 CEDAR ST	F

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

OWNER	PROPERTY ID	SITUS	RESPONSE
SEGURA BALDOMERO	13142	766 CEDAR ST	
SEGURA BALDOMERO	13253	1217 N 8TH ST	
ABILENE RESTORATION MINISTRIES INC	13365	774 CEDAR ST	
SEGURA BALDOMERO	14494	765 HICKORY ST	
FLORES CANDELARIO SR &	14593	771 HICKORY ST	
MYSTICAL ROSE SERVICES LLC	14706	1317 N 8TH ST	
POLK JODI LEIGH	24537	842 CEDAR ST	
POLK JODI LEIGH	24537	842 1/2 CEDAR ST	
JACK ABILENE DEVELOPMENT LLC	24915	804 CEDAR ST	
JACK ABILENE DEVELOPMENT LLC	24915	1220 N 8TH ST	
TREVINO MATT P JR	25158	832 CEDAR ST	F
TREVINO MATT P JR	25158	832 1/2 CEDAR ST	F
PATTON SETH	25407	825 HICKORY ST	
PATTON SETH	25544	817 HICKORY ST	
HICKORY & 8TH LLC	25687	1234 N 8TH ST	
HICKORY & 8TH LLC	25687	1238 N 8TH ST	
HICKORY & 8TH LLC	25687	1228 N 8TH ST	
HICKORY & 8TH LLC	25687	1240 N 8TH ST	
HICKORY & 8TH LLC	25687	1226 N 8TH ST	
HICKORY & 8TH LLC	25687	1230 N 8TH ST	
HICKORY & 8TH LLC	25687	1242 N 8TH ST	
HICKORY & 8TH LLC	25687	813 HICKORY ST	
EMMANUEL CHURCH OF ABILENE	41602	826 HICKORY ST	
RICHARDS TIM & TAVIA	41723	802 HICKORY ST	
RICHARDS TIM & TAVIA	41723	814 HICKORY ST	
HENDRICK MEDICAL CENTER	41847	1318 N 8TH ST	
CORPIAN GARY & MARILU	1001796	818 CEDAR ST	
KX WEALTH FUND I LLC	1086305	837 HICKORY ST	

NOTIFICATION MAP

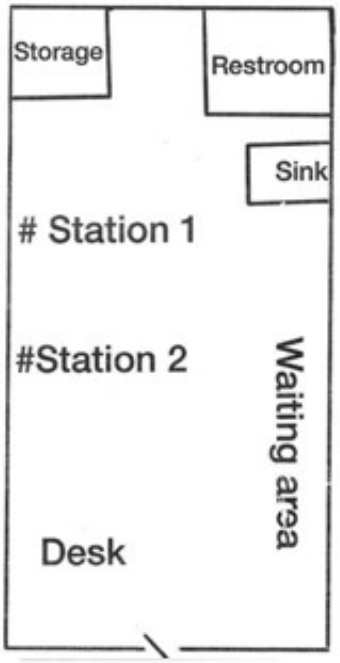


CONCEPT PLAN

SAINTS & SINNERS INK

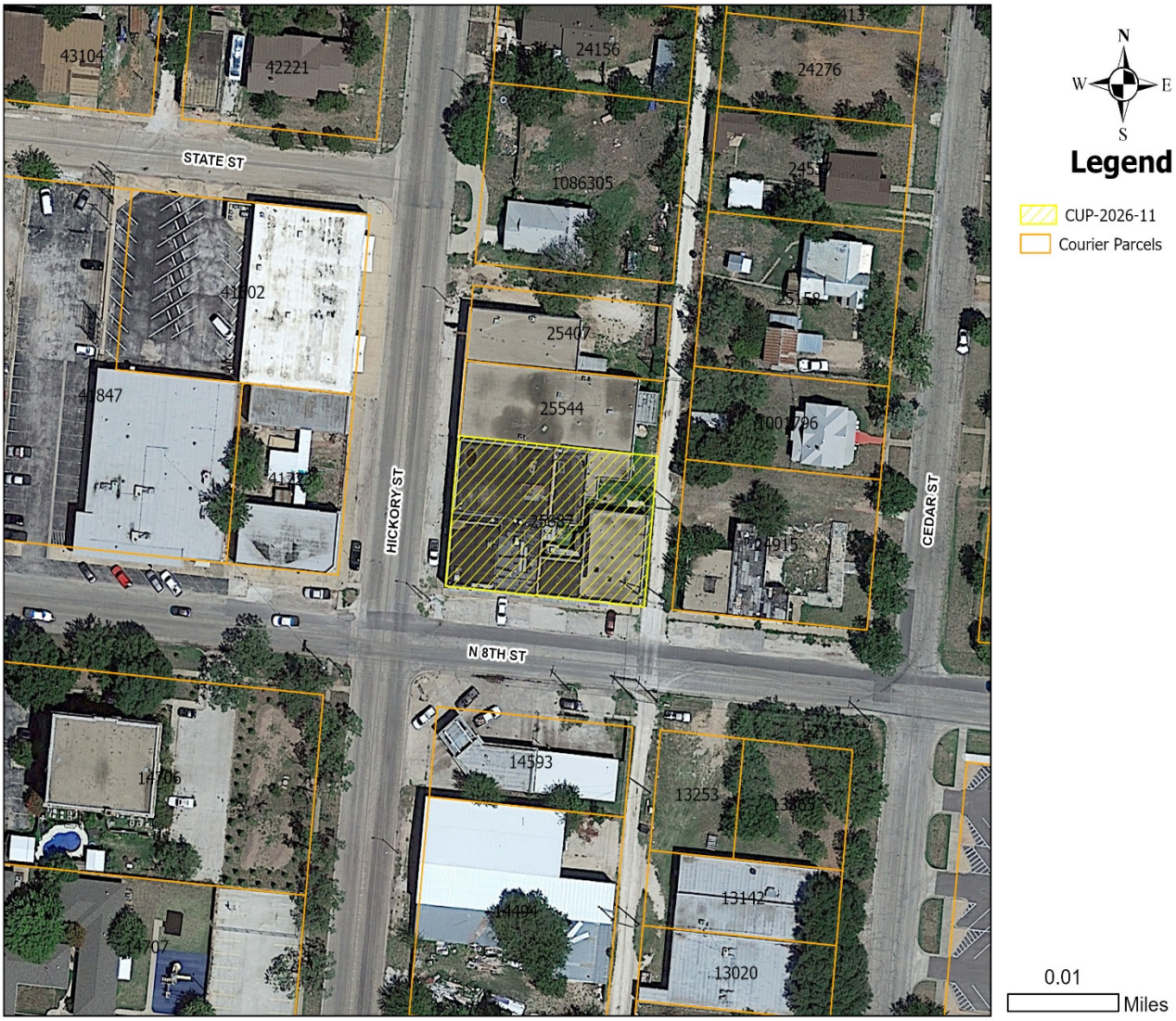
Hours

Sunday - Closed
Monday- Closed
Tuesday- 8A-8PM
Wednesday - 8AM-8PM
Thursday - 8AM-8PM
Friday - 8AM-8PM
Saturday - 8AM-8PM





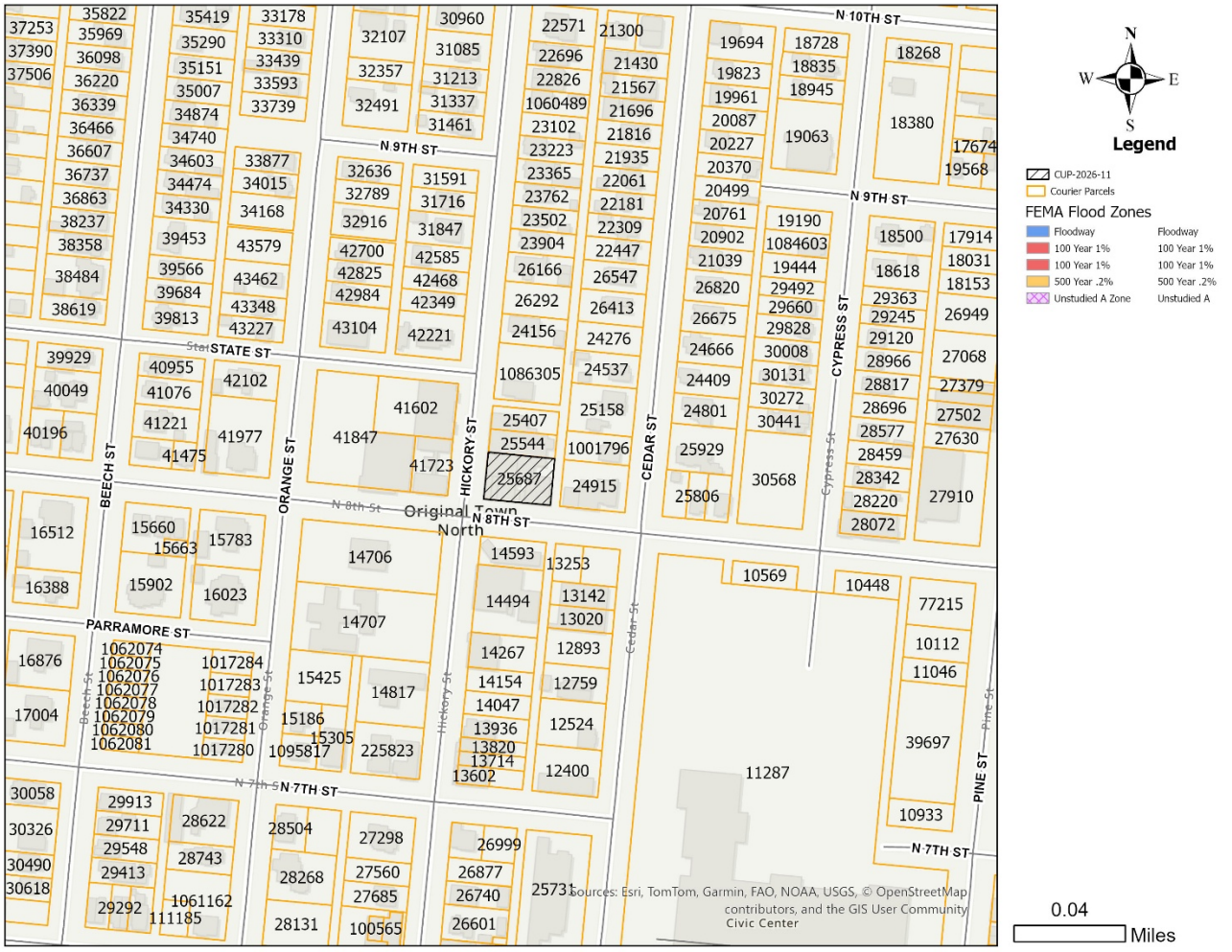
LOCATION MAP


43104
42221
24156
24276
STATE ST
1086305
41102
25407
25544
41847
HICKORY ST
CEDAR ST
N 8TH ST
14593
13253
13142
13020
14707
N
W
E
S
Legend
CUP-2026-11
Courier Parcels
0.01
Miles

ZONING MAP


43104
42221
24156
26413
24276
STATE ST
1086305
24537
41602
25158
25407
41847
25544
1001796
41723
25687
24915
HICKORY ST
CEDAR ST
Hickory St
Cedar St
Original Town
North
N 8TH ST
14706
14593
13253
13365
14494
13142
14707
13020
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
N
W
E
S
Legend
CUP-2026-11
Courier Parcels
CB (Central Business)
0.01
Miles

FLOOD MAP


N 10TH ST
N 9TH ST
STATE ST
N 8TH ST
N 7TH ST
BEECH ST
ORANGE ST
HICKORY ST
CEDAR ST
CYPRESS ST
PINE ST
PARRAMORE ST
Original Town North
N
W
E
S
Legend
CUP-2026-11
Courier Parcels
FEMA Flood Zones
Floodway
100 Year 1%
100 Year 1%
500 Year .2%
Unstudied A Zone
Floodway
100 Year 1%
100 Year 1%
500 Year .2%
Unstudied A
0.04
Miles
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
Civic Center

SAINTS & SINNERS INK

Hours

Sunday-Closed

Monday-Closed

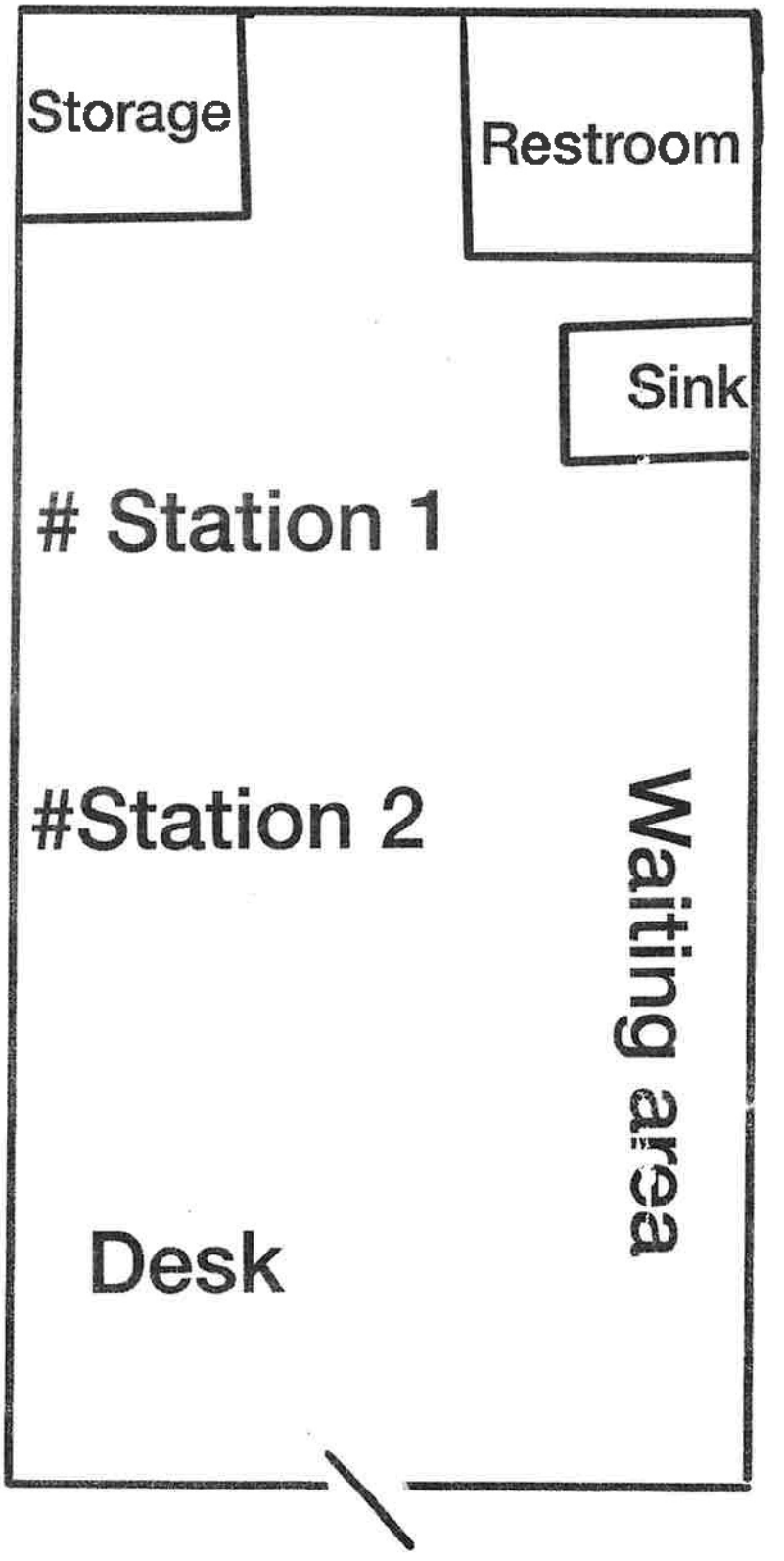
Tuesday-12-8

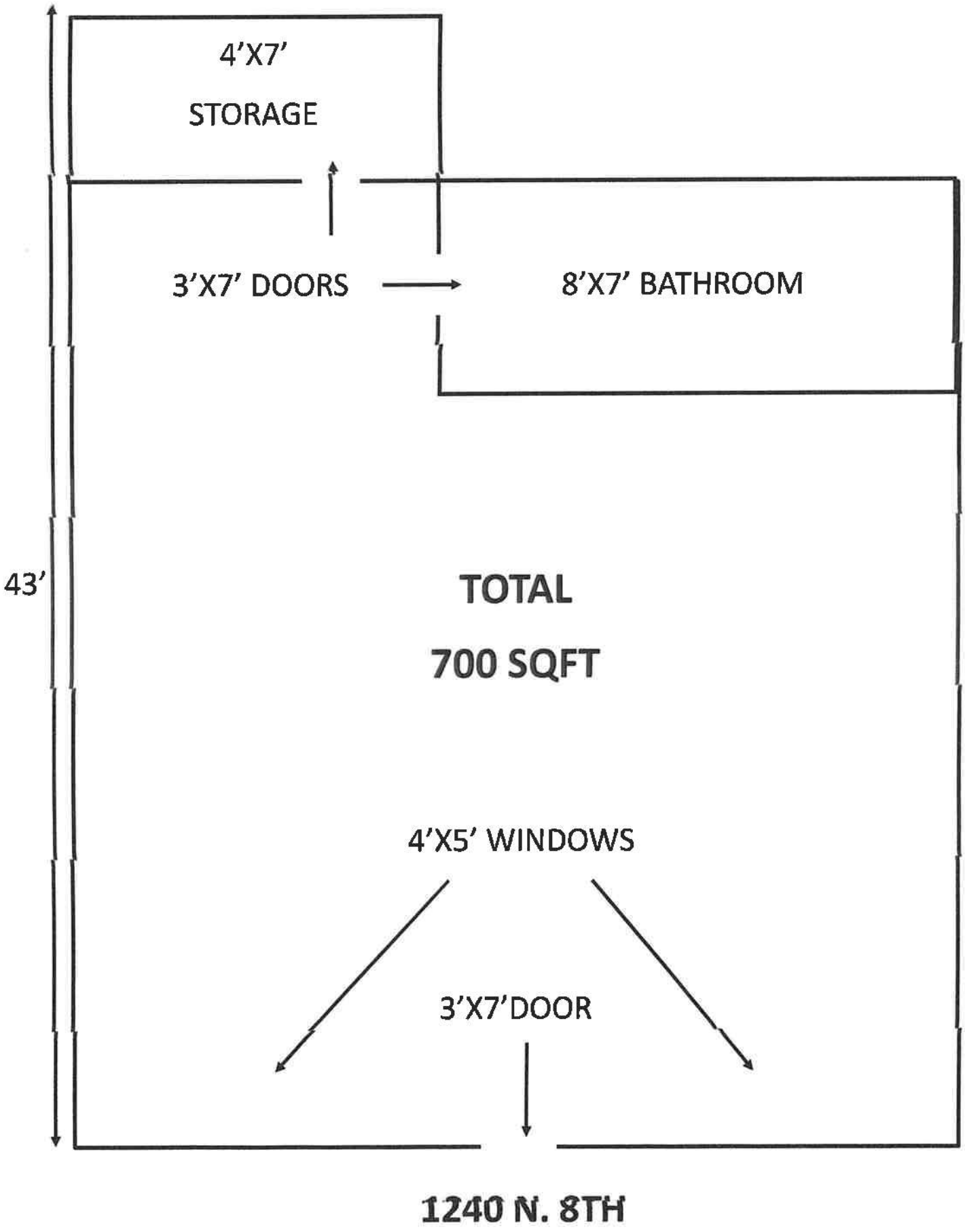
Wednesday-12-8

Thursday-12-8

Friday-12-8

Saturday-12-8




4'X7'
STORAGE
3'X7' DOORS
8'X7' BATHROOM
43'
TOTAL
700 SQFT
4'X5' WINDOWS
3'X7'DOOR
1240 N. 8TH


4965 sqft
813
HICKORY
Hickory Street
1430
sqft
1242
N 8th
700
sqft
1240
N 8th
1720
sqft
1238
N 8th
1200
sqft
1228
N 8th
1320
sqft
1226
N 8th
North 8th Street

Outlook

Re: Public hearing -tattoo studio

From diana trevino <jelliesmomma23@gmail.com>
Date Mon 6/29/2026 4:17 PM
To Ivey, Clarissa <Clarissa.Ivey@abilenetx.gov>
Cc Planning Services <planning@abilenetx.gov>

Matt Trevino
832 Cedar St, Abilene, TX 79601

On Mon, Jun 29, 2026, 4:06 PM Ivey, Clarissa <Clarissa.Ivey@abilenetx.gov> wrote:

> Good afternoon,
>
> For us to be able to include your response with the case. We need your address.
>
> Sincerely,
>
> PLANNING & DEVELOPMENT SERVICES
> CITY OF ABILENE TEXAS
>
> **Clarissa Ivey**
> Planner II
> City of Abilene
> 555 Walnut Street
> Phone: 325.676.6382
> clarissa.ivey@abilenetx.gov
>
> ---
>
> **From:** diana trevino <jelliesmomma23@gmail.com>
> **Sent:** Monday, June 29, 2026 7:32 AM
> **To:** Planning Services <planning@abilenetx.gov>
> **Subject:** Public hearing -tattoo studio
>
> I am in favor

CONDITIONAL USE PERMIT

Case: CUP-2026-11

Owner: Hickory & 8Th LLC

Agent: Lynn Salas

Request: A Conditional Use Permit to allow a Tattoo Parlor in Central Business

Location: 1240 N 8th St

Notification: 1 in Favor, 0 in Opposition

Planning & Zoning: July 7, 2026

Council Hearing: July 23, 2026

August 13, 2026

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

USES IN CENTRAL BUSINESS ZONING

RESIDENTIAL USES:

P	Bed & Breakfast
P	Dwelling – Duplex
P	Dwelling – Industrialized Housing Unit
P	Dwelling – Institutional
P	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
C	Drive-Thru Facility
TP	Field Office or Construction Office (temporary)
C	Fuel Sales
P	Garage Sale
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	Subdivision Sales Office (Temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
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	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
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	Funeral Home/ Mortuary/Morgue
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Personal Services
P	Printing, Copying, Reproduction, Publishing
C	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
C	Storage - Self-Service Units
C	Tattoo Parlor*
P	Veterinary Service (small animals)

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

TRADE – RETAIL USES:

P	ATM's, Self-Serve Kiosks, and Similar Facilities
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)

TRADE – WHOLESALE USES:

C	Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Public Utility Facility

CITY OF ABILENE TEXAS

LEGEND

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

PROPERTY VIEWS







CITY OF ABILENE TEXAS

NEIGHBORING VIEWS













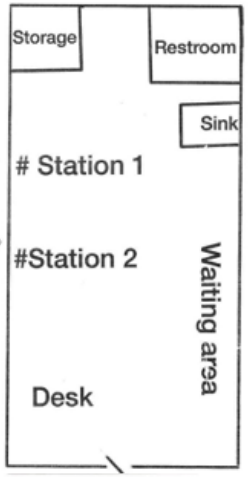
CITY OF ABILENE TEXAS

CONCEPT PLAN

SAINTS & SINNERS INK

Hours

Sunday-Closed
Monday-Closed
Tuesday-12-8
Wednesday-12-8
Thursday-12-8
Friday-12-8
Saturday-12-8





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 concept plan and the hours of operation of 8AM to 8PM.

CITY OF ABILENE TEXAS

Questions?

CITY COUNCIL MEMORANDUM
7/23/2026

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

ITEM: **11. Ordinance (First Reading) Z-2026-34: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 2.23 Acres from Residential Single Family (RS-6) to Medium Density (MD). Located at Property ID 1063914. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City limits in 1980 and has remained residentially zoned since. The applicant is requesting to change the zoning to Medium Density (MD).

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval.

ATTACHMENTS:

1. Ordinance
2. Z-2026-34 - Staff Report
3. favor - Abilene Forrest Hill
4. opposition - 7150 phoenix dr
5. opposition - 7150 Phoenix Dr
6. Z-2026-34 - 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 23rd 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 13th day of August, 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 13th day of August, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

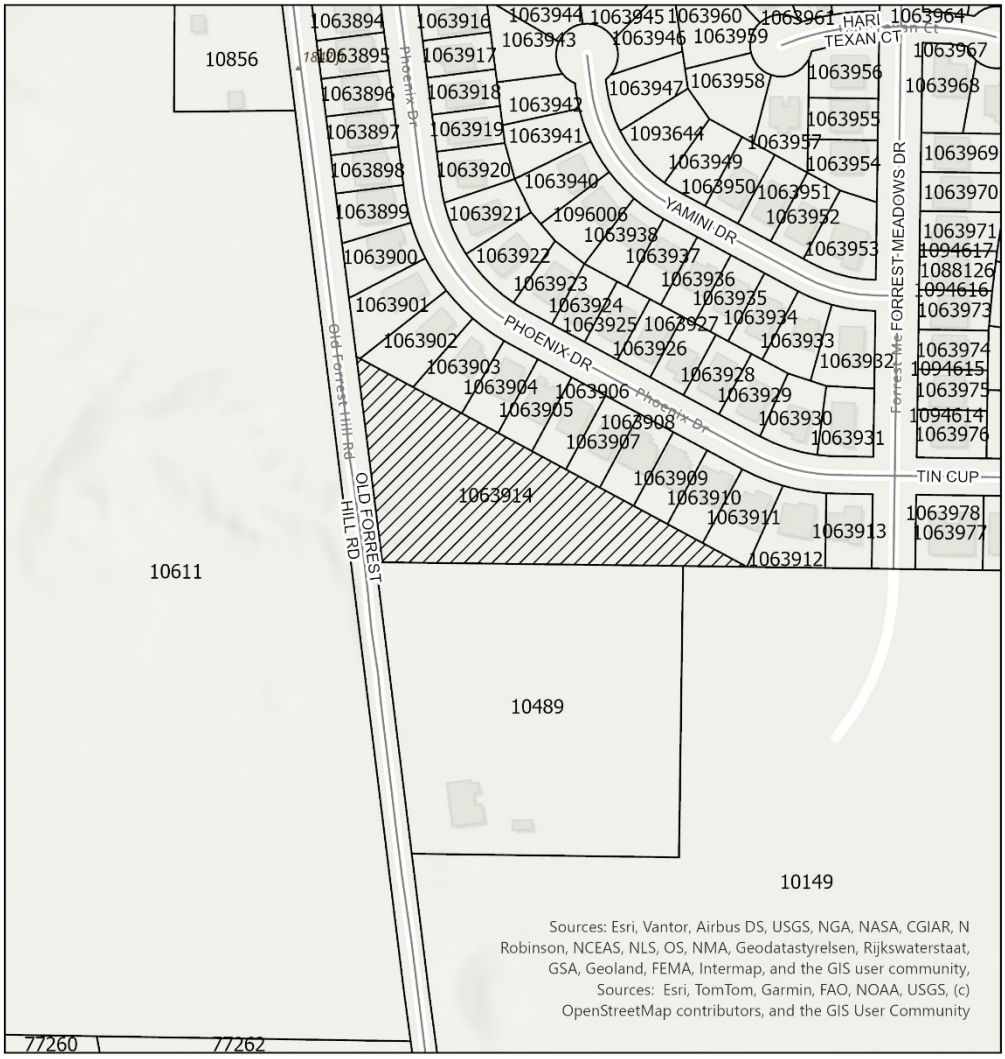
ORDINANCE NO. _____

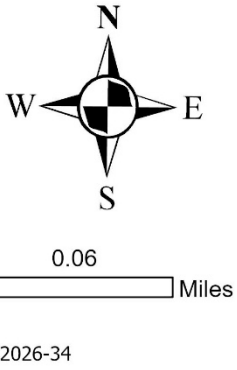
EXHIBIT A

Change the zoning of approximately 2.23 acres from Residential Single Family (RS-6) to Medium Density (MD).

Legal description being Lot 22, Block A, Forrest Meadows Addition Section 1, Abilene, Taylor County, Texas.

Located at Property ID 1063914.





END

ZONING CASE
Z-2026-34
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 7, 2026
City Council 1st Reading: July 23, 2026
City Council 2nd Reading: August 13, 2026

Applicant
Agent: Jacob & Martin LLC
Owner: Abilene Forrest Hill LLC

Case Manager
Kera Valois – Planner

Request
Change the zoning of approximately 2.23 acres from Residential Single Family (RS-6) to Medium Density (MD).

Location
Located at property ID 1063914. Legal description being Lot 22, Block A, Forrest Meadows Addition Section 1, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City limits in 1980 and has remained residentially zoned since. The applicant is requesting to change the zoning to Medium Density (MD).

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	RS-6	Residential
East	RS-6	Residential
South	AO	Residential
West	AO	Vacant Lot

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

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

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.
The proposed zoning would be appropriate as it would be consistent with the surrounding uses.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
This property is platted lot but does not have access to adequate utilities. The utilities will be addressed during the permitting phase for the new construction.

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

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

Attachments

- 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

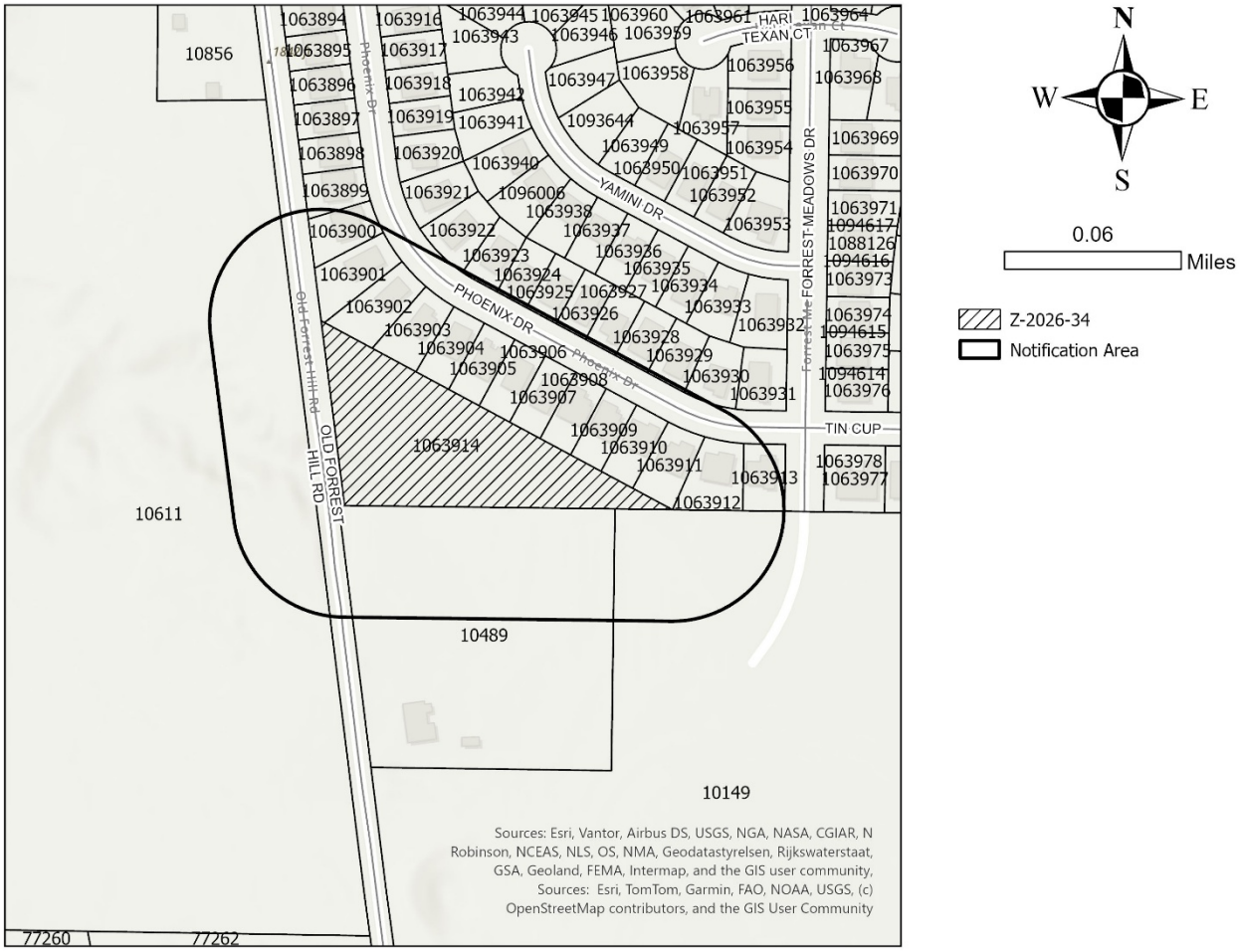
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE FORREST HILL LLC	1063914		Applicant
COZBY FRANKLIN JACKSON JR	10489	7341 OLD FORREST HILL RD	
FEHR SHANNA	1063927	7105 PHOENIX DR	
HUMMINGBIRD HILL DEVELOPMENT LLC	10149		
KIMBALL JAMES	1063903	7026 PHOENIX DR	Returned
LIVINGSTON JONATHAN & LESLIE	1063911	7134 PHOENIX DR	
MARTINEZ JEAN CARL RODRIGUEZ & MELANIE FONTANEZ RIVERA	1063913	7150 PHOENIX DR	O
ODELL KRISTE KAY	1063912	7142 PHOENIX DR	
ORION PROPERTY HOLDING LLC	1063909	7118 PHOENIX DR	
ORION PROPERTY HOLDING LLC	1063908	7110 PHOENIX DR	
ORION PROPERTY HOLDING LLC	1063900	7002 PHOENIX DR	
ORION PROPERTY HOLDING LLC	1063899	6950 PHOENIX DR	
RCAZ, LLC	1063907	7102 PHOENIX DR	
RCAZ, LLC	1063906	7050 PHOENIX DR	
RCAZ, LLC	1063929	7125 PHOENIX DR	
RCAZ, LLC	1063904	7034 PHOENIX DR	
RCAZ, LLC	1063928	7115 PHOENIX DR	
RCAZ, LLC	1063926	7057 PHOENIX DR	
RCAZ, LLC	1063925	7045 PHOENIX DR	
RCAZ, LLC	1063924	7039 PHOENIX DR	
RCAZ, LLC	1063901	7010 PHOENIX DR	
RCAZ, LLC	1063923	7031 PHOENIX DR	
RCAZ, LLC	1063922	7015 PHOENIX DR	
RCGA LLC	1063905	7042 PHOENIX DR	
RCGA LLC	1063902	7018 PHOENIX DR	

STANLEY PHIL A & ABBIGAIL	1063910	7126 PHOENIX DR	
THOMPSON JACK W JR &	10611	4063 FORREST HILL RD	
WILSON ANNETTE F	1063930	7137 PHOENIX DR	

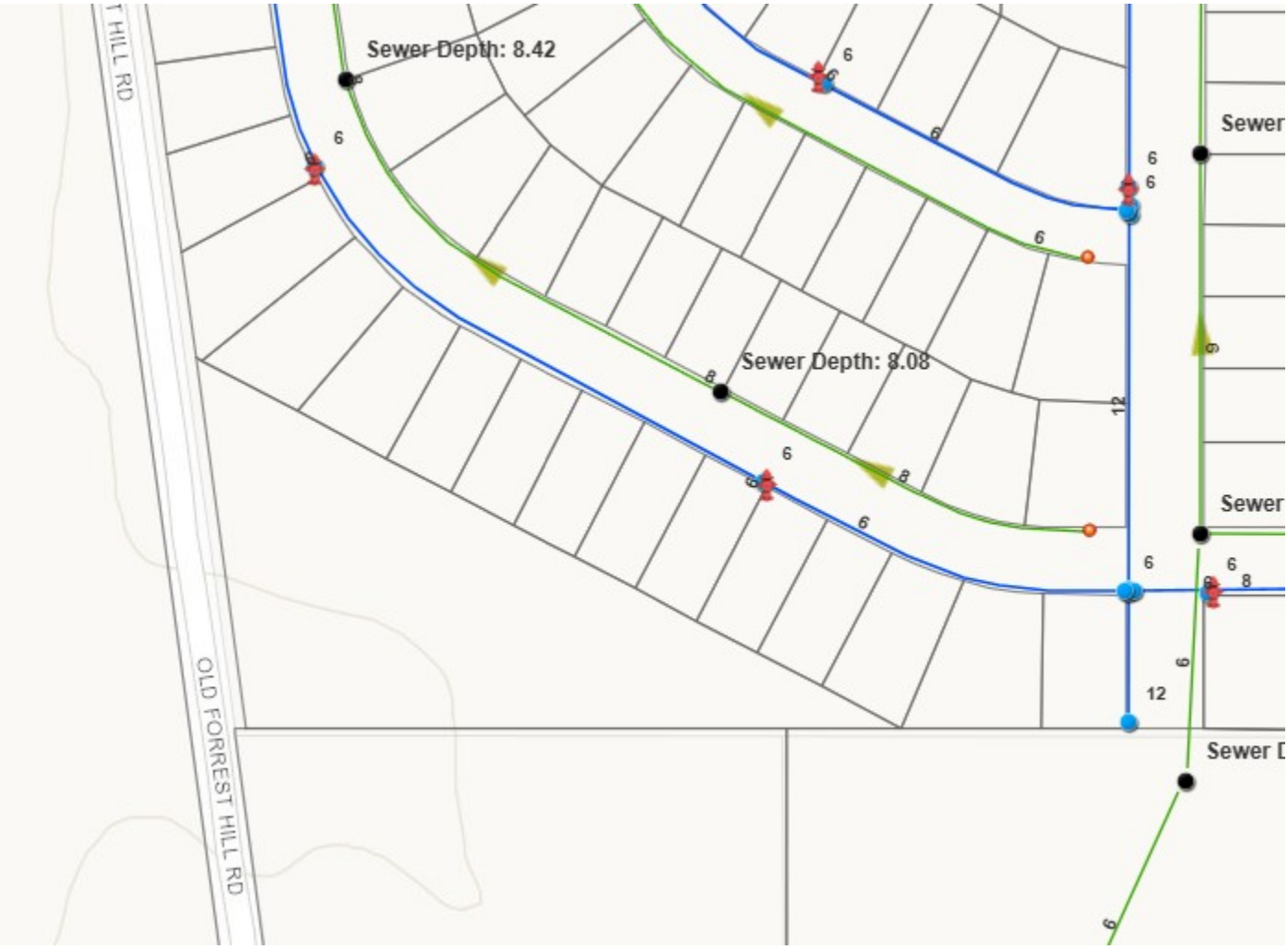
PROPERTY ID Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
HUMMINGBIRD HILL DEVELOPMENT LLC	10149		
COZBY FRANKLIN JACKSON JR	10489	7341 OLD FORREST HILL RD	
THOMPSON JACK W JR &	10611	4063 FORREST HILL RD	
ORION PROPERTY HOLDING LLC	1063899	6950 PHOENIX DR	
ORION PROPERTY HOLDING LLC	1063900	7002 PHOENIX DR	
RCAZ, LLC	1063901	7010 PHOENIX DR	
RCGA LLC	1063902	7018 PHOENIX DR	
KIMBALL JAMES	1063903	7026 PHOENIX DR	Returned
RCAZ, LLC	1063904	7034 PHOENIX DR	
RCGA LLC	1063905	7042 PHOENIX DR	
RCAZ, LLC	1063906	7050 PHOENIX DR	
RCAZ, LLC	1063907	7102 PHOENIX DR	
ORION PROPERTY HOLDING LLC	1063908	7110 PHOENIX DR	
ORION PROPERTY HOLDING LLC	1063909	7118 PHOENIX DR	
STANLEY PHIL A & ABBIGAIL	1063910	7126 PHOENIX DR	
LIVINGSTON JONATHAN & LESLIE	1063911	7134 PHOENIX DR	
ODELL KRISTE KAY	1063912	7142 PHOENIX DR	
MARTINEZ JEAN CARL RODRIGUEZ & MELANIE FONTANEZ RIVERA	1063913	7150 PHOENIX DR	O
ABILENE FORREST HILL LLC	1063914		Applicant
RCAZ, LLC	1063922	7015 PHOENIX DR	
RCAZ, LLC	1063923	7031 PHOENIX DR	
RCAZ, LLC	1063924	7039 PHOENIX DR	
RCAZ, LLC	1063925	7045 PHOENIX DR	
RCAZ, LLC	1063926	7057 PHOENIX DR	
FEHR SHANNA	1063927	7105 PHOENIX DR	
RCAZ, LLC	1063928	7115 PHOENIX DR	
RCAZ, LLC	1063929	7125 PHOENIX DR	
WILSON ANNETTE F	1063930	7137 PHOENIX DR	

NOTIFICATION MAP

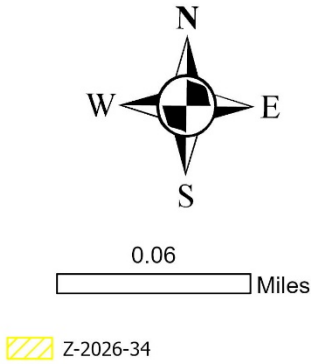


UTILITY MAP

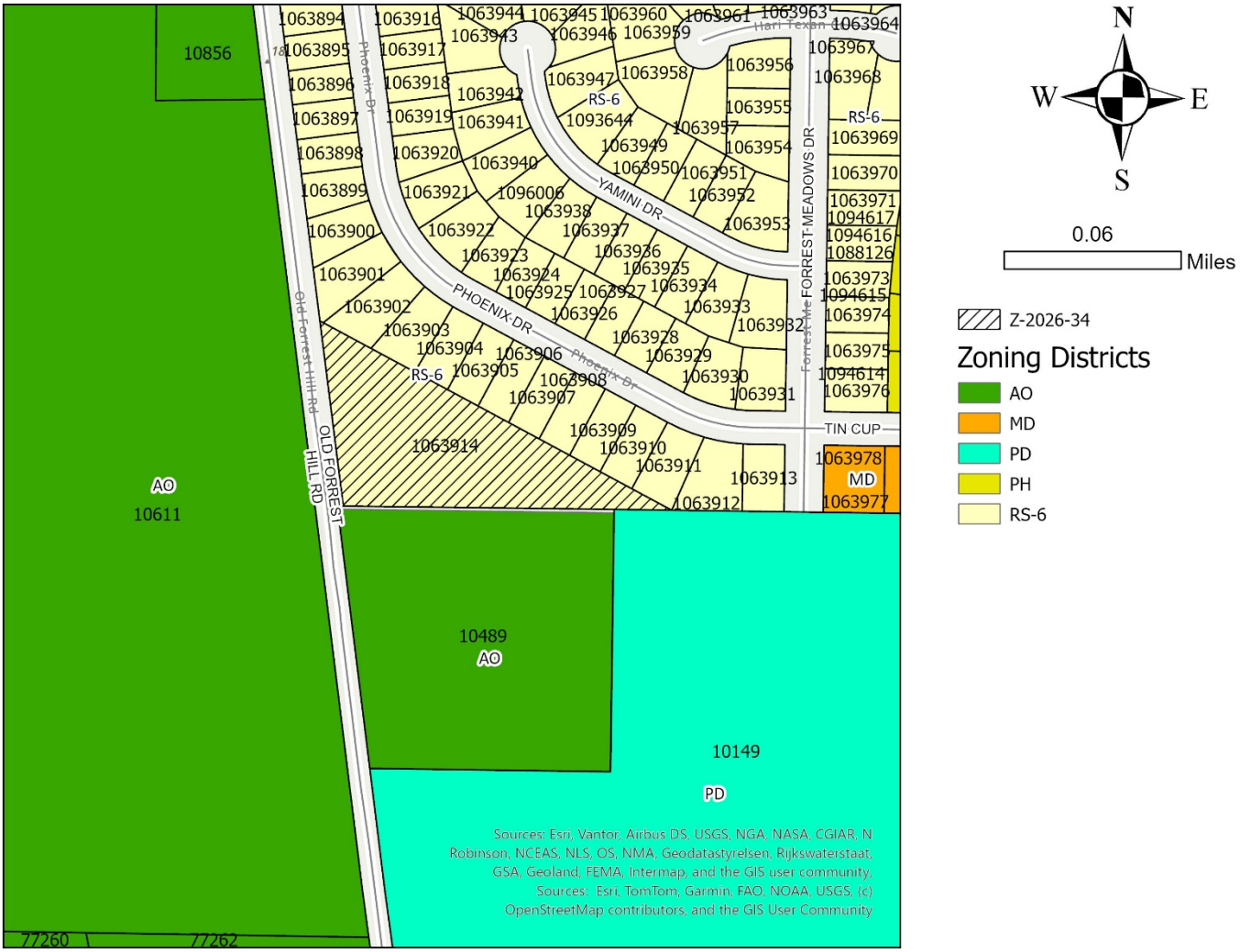


LOCATION MAP



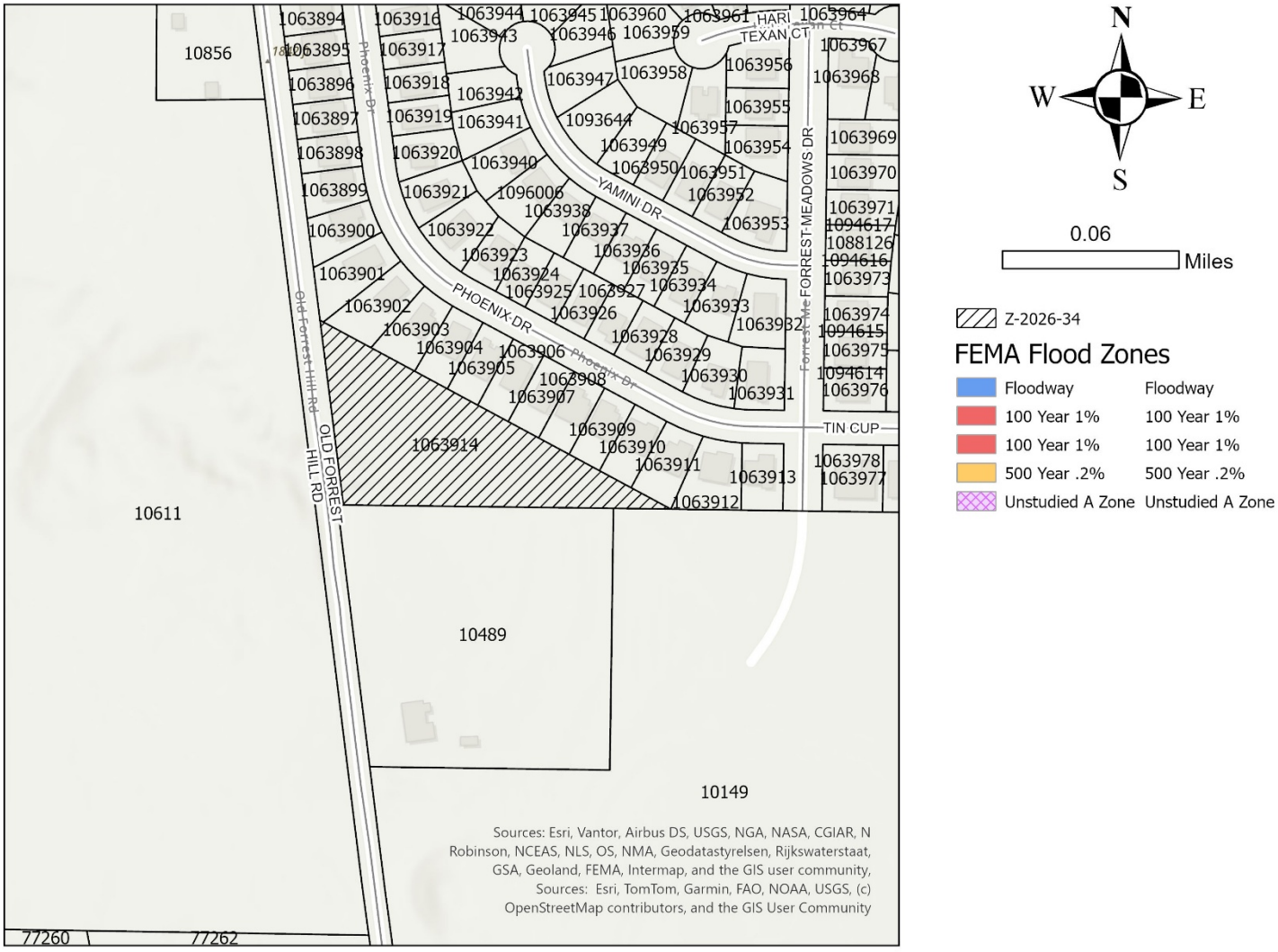


ZONING MAP


10856
AO
10611
10489
AO
10149
PD
RS-6
RS-6
RS-6
MD
PHOENIX DR
YAMINI DR
FORREST MEADOWS DR
TIN CUP
OLD FORREST HILL RD
Phoenix Dr
Hart Texan
77260
77262
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
Z-2026-34
Zoning Districts
AO
MD
PD
PH
RS-6

FLOOD MAP


N
W
E
S
0.06
Miles
Z-2026-34
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
10856
10611
10489
10149
77260
77262
PHOENIX DR
TIN CUP
YAMINI DR
FORREST MEADOWS DR
OLD FORREST HILL RD
HARI TEXAN CT
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

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-34

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.

JUL 8 AM10:00

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

Requestor's Property Zoning:	RS-6	Your Name:	ABILENE FORREST HILL	I am in favor ☐
Requestor's Proposed Zoning:	MD	Your Address:		
Requestor's Parcel ID:	1063914	Your Parcel ID:	1063914	I am opposed ☐

Signature: K. Hari Krishna

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-34

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your name and address. All responses must be received within 5 days of the meeting to be placed in the agenda packet. Please mail the response form to:

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

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

Requestor's Property Zoning:	RS-6	Your Name:	MARTINEZ JEAN CARL	I am in favor ☐
Requestor's Proposed Zoning:	MD	Your Address:	7150 PHOENIX DR	
Requestor's Parcel ID:	1063914	Your Parcel ID:	1063913	I am opposed ☒

Signature: Melanie Martinez | Jean Martinez

Outlook

Zoning notification response case Z-2026-34

From Melanie Fontanez <frm24639@gmail.com>
Date Mon 6/29/2026 8:55 PM
To Planning Services <planning@abilenetx.gov>

1 attachment (3 MB)
IMG_4643.jpeg;

Dear Planning and Zoning Commission,

I am writing to formally express my opposition to the proposed rezoning of the vacant lot from RS-6 to MD.

I purchased my home in a single-family residential neighborhood, and I believe this change would negatively impact the character of our community. I am concerned about increased traffic, parking issues, noise, and the effects of higher-density development on the surrounding homes.

For these reasons, I respectfully request that this rezoning application be denied.

Please find attached the completed and signed Zoning Notification Form for your records.

Thank you for your time and consideration.

Sincerely,

Jean C. Rodriguez and Melanie Fontanez

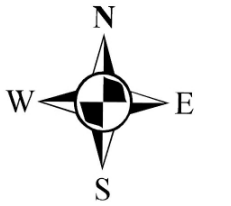
REZONE REQUEST

Case:	Z-2026-34
Agent:	Jacob & Martin LLC
Owner:	Abilene Forrest Hill, LLC
Request:	Change the zoning of approximately 2.23 acres from Residential Single Family (RS-6) to Medium Density (MD).
Location:	Located at property ID 1063914.
Notification:	0 in Favor, 1 in Opposition
Planning & Zoning:	July 7, 2026
Council Hearing:	July 23, 2026
	August 13, 2026

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

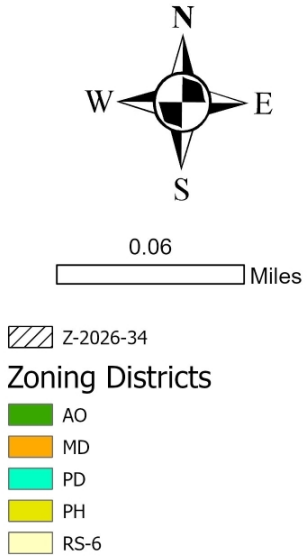




CITY OF ABILENE TEXAS

ZONING MAP





CITY OF ABILENE TEXAS

PROPERTY VIEWS









CITY OF ABILENE TEXAS

USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

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 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
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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:

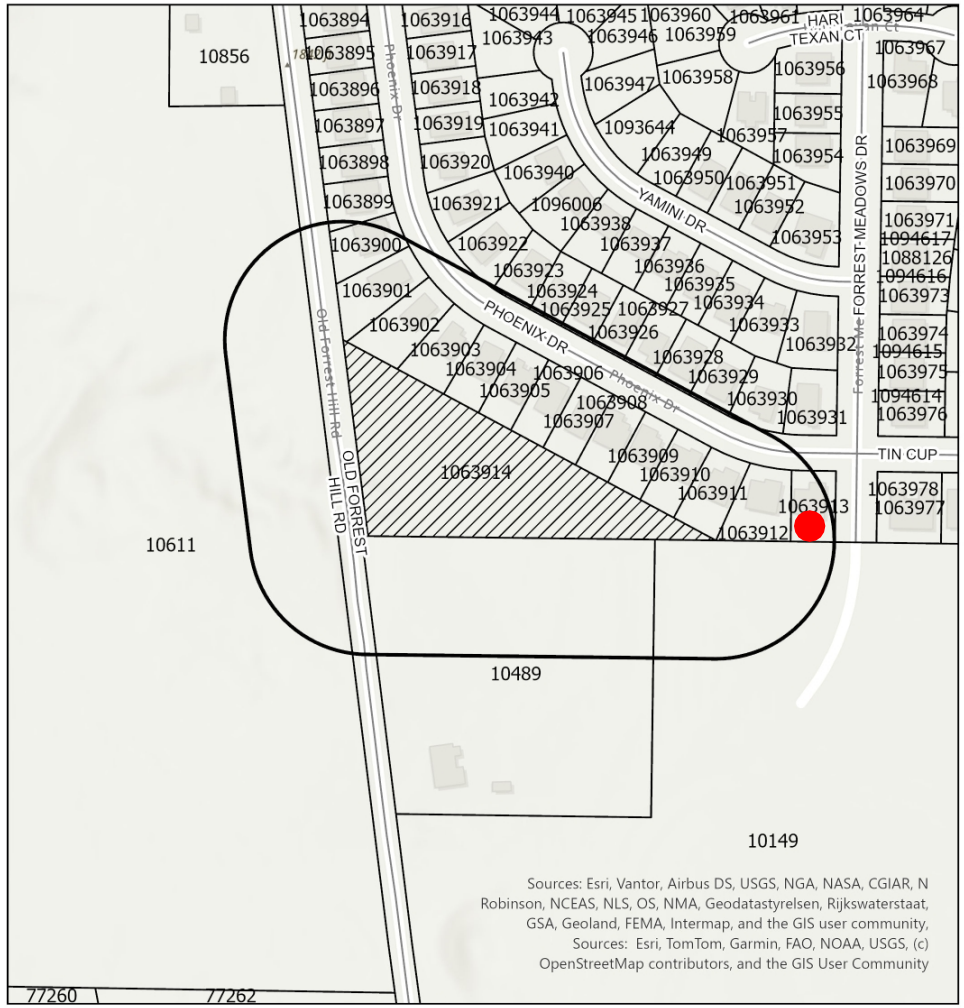
P	Petroleum or Gas Well
P	Urban Garden

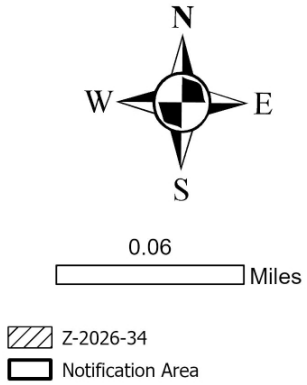
CITY OF ABILENE TEXAS

LEGEND

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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**

NOTIFICATION AREA MAP





0 - in Favor -

1 - in Opposition –

1.62% 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
7/23/2026

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

ITEM: **12. Ordinance (First Reading) Z-2026-38: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.33 Acres from Residential Single-Family (RS-6) to Patio Home (PH). Located at 2525 Bel Air Dr. *(Tim Littlejohn)***

GENERAL INFORMATION

The property was annexed in 1957 and zoned Residential-Single Family (RS-6). The property was owned by the Minter Lane Church which was in operation ever since it was dedicated in 1964. Lots 11 and 12 have remained vacant since.

The properties to the North have been rezoned and developed as Patio Homes. The Planning and Zoning Commission was presented with a similar request in June 2026 to allow Patio Homes in PDD-149 which is on the west side of Bel Air Dr.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Z-2026-38 Staff Report
3. Z-2026-38 Presentation
4. Abilene Custom Homes - Favor (1)

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 23rd 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 13th day of August, 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 13th day of August 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

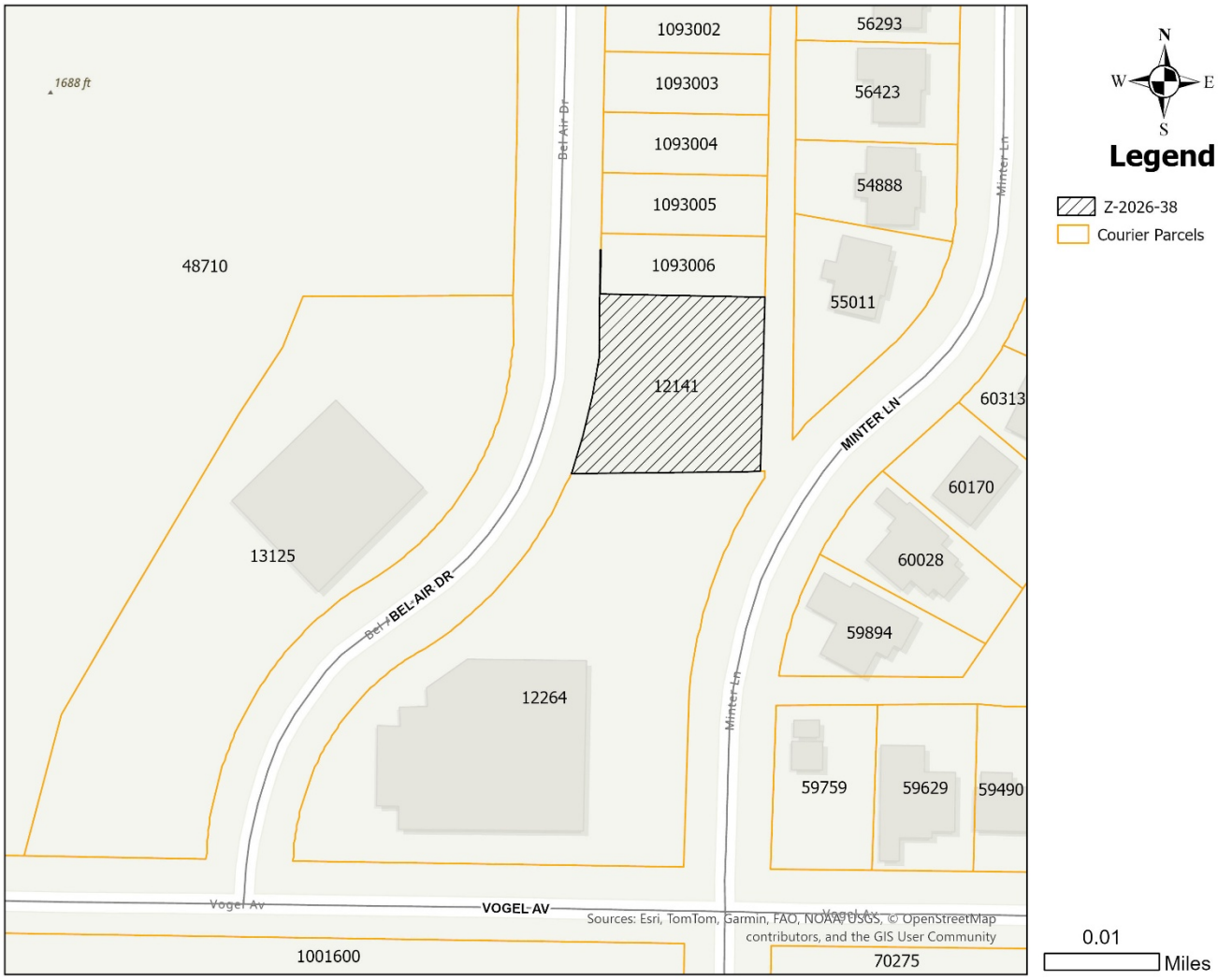
ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 0.33-acres from Residential Single-Family (RS-6) To Patio Home (PH).

Legal description being Lots 11-12, Block A, Continuation of Northwood Addition, Abilene, Taylor County, Texas.

Located at 2525 Bel Air Drive.



END

ZONING CASE
Z-2026-38
STAFF REPORT

Scheduled Hearings
Planning & Zoning Commission: July 7, 2026
City Council 1st Reading: July 23, 2026
City Council 2nd Reading: August 13, 2026

Applicant
Owner: Chase Kiser
Agent: Jacob & Martin, LLC

Case Manager
Clarissa Ivey – Planner

Request
Change the zoning of approximately 0.33 acres from Residential Single-Family (RS-6) To Patio Home (PH).

Location
Located at 2525 Bel Air Dr. Legal description being Lots 11-12, Block A, Continuation of Northwood Addition, Abilene, Taylor County, Texas.

Background
The property was annexed in 1957 and zoned Residential-Single Family (RS-6). The property was owned by the Minter Lane Church which was in operation ever since it was dedicated in 1964. Lots 11 and 12 have remained vacant since.

The properties to the North have been rezoned and developed as Patio Homes. The Planning and Zoning Commission was presented with a similar request in June 2026 to allow Patio Homes in PDD-149 which is on the west side of Bel Air Dr.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	PH	Residential
East	RS-6	Residential
South	PDD-196	Vacant Church building
West	PDD-149	Minter Lane Church

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

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

The proposed zoning change is consistent with the intent of the Comprehensive Plan. The properties lie within a suburban character area in which low to moderate density residential neighborhoods are supported.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

The proposed use would be appropriate in the surrounding area.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

This property 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

- 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

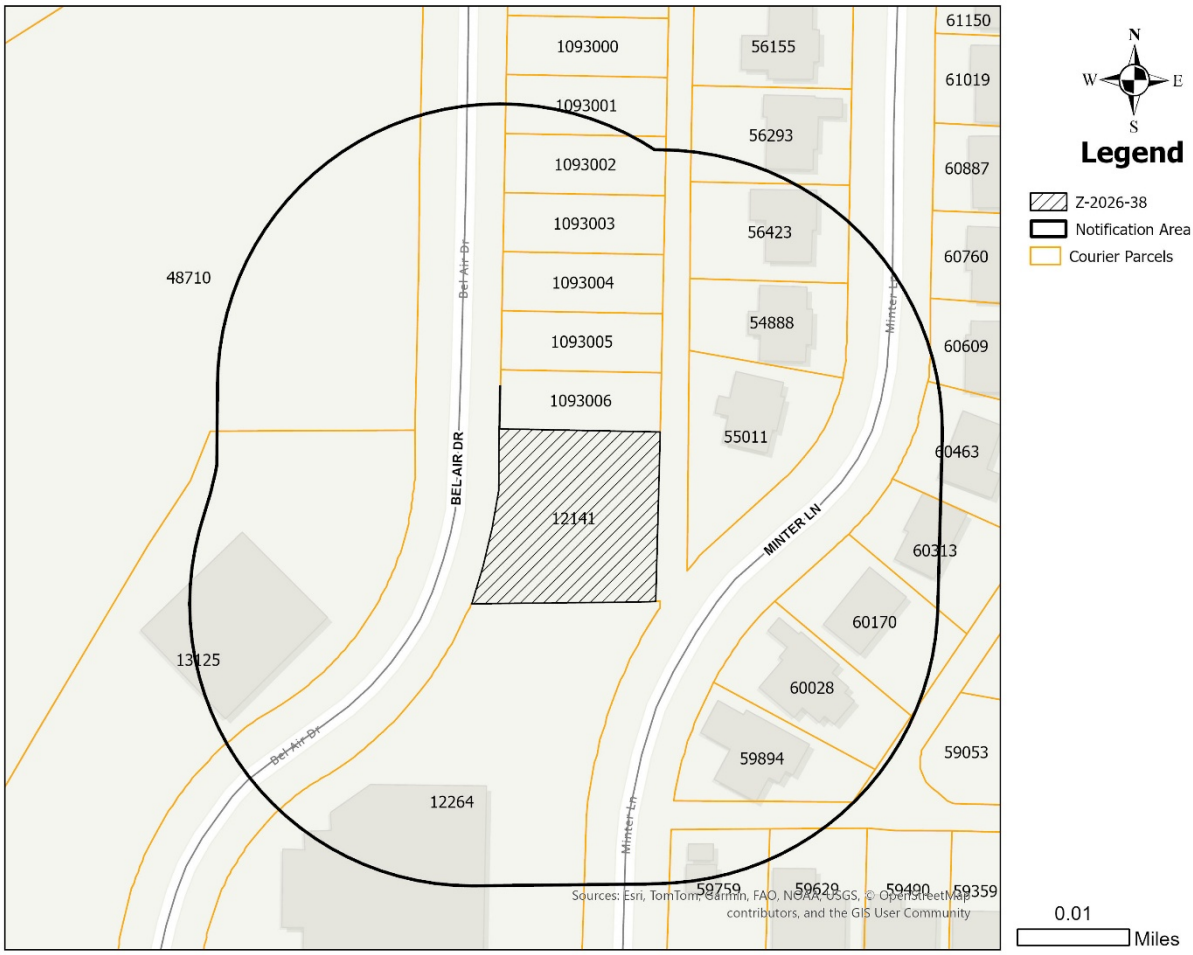
Property Owner	Property ID	Situs	Response
ABILENE CUSTOM HOMES LLC	1093006		F
ABILENE CUSTOM HOMES LLC	1093003	2547 BEL AIR DR	F
ABILENE CUSTOM HOMES LLC	1093002	2551 BEL AIR DR	F
ABILENE CUSTOM HOMES LLC	1093001	2553 BEL AIR DR	F
AYALA FELIX & GLORIA	60313	2525 MINTER LN	
DAVILA MARGARET	56423	2550 MINTER LN	
GRAVITT WALLACE VAN JR &	60463	2533 MINTER LN	
KIEFER KATHLEEN I	55011	2534 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	
MORALES ISMAEL &	60609	2541 MINTER LN	
NYIRAMAHIRWE VESTINE	56293	2558 MINTER LN	
RIDDLE JEANETTE	60170	2517 MINTER LN	
SANTOYA MELISA	60028	2509 MINTER LN	
SITZES NORTHWEST LP	48710	3626 VOGEL AV	
STEARNS JERRY & D ANN	59894	2501 MINTER LN	
STEARNS JERRY & D ANN	59759	3472 VOGEL AV	
STEARNS JERRY G	59629	3466 VOGEL AV	
STOKES DALE G & SPRUILL ADELL	54888	2542 MINTER LN	

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	
SITZES NORTHWEST LP	48710	3626 VOGEL AV	
STOKES DALE G & SPRUILL ADELL	54888	2542 MINTER LN	
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AYALA FELIX & GLORIA	60313	2525 MINTER LN	
GRAVITT WALLACE VAN JR &	60463	2533 MINTER LN	
MORALES ISMAEL &	60609	2541 MINTER LN	
ABILENE CUSTOM HOMES LLC	1093001	2553 BEL AIR DR	F
ABILENE CUSTOM HOMES LLC	1093002	2551 BEL AIR DR	F
ABILENE CUSTOM HOMES LLC	1093003	2547 BEL AIR DR	F
WOODARD STEPHEN	1093004	2545 BEL AIR DR	
MONTOYA CARMEN GOMEZ	1093005	2541 BEL AIR DR	
ABILENE CUSTOM HOMES LLC	1093006		F

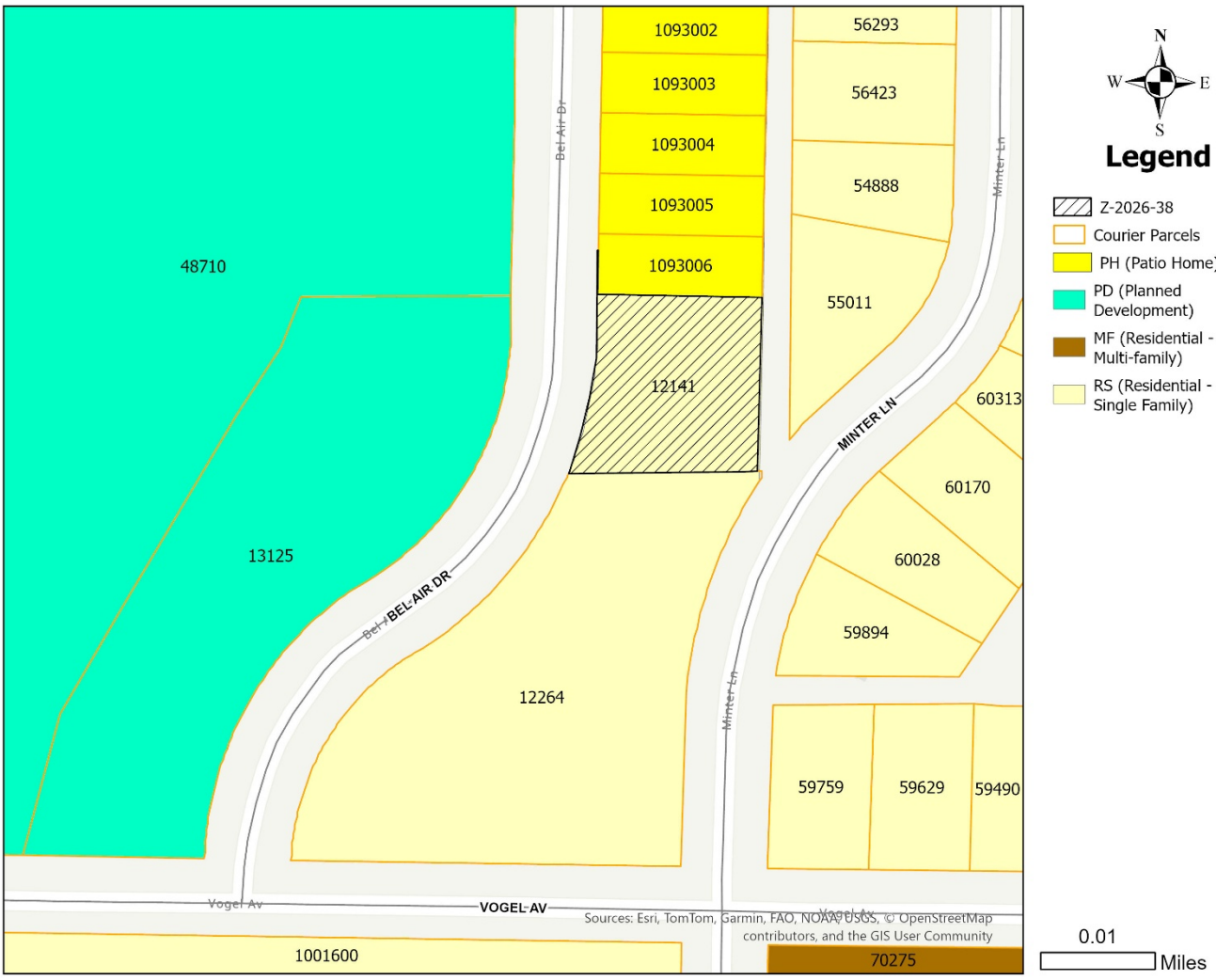
NOTIFICATION MAP



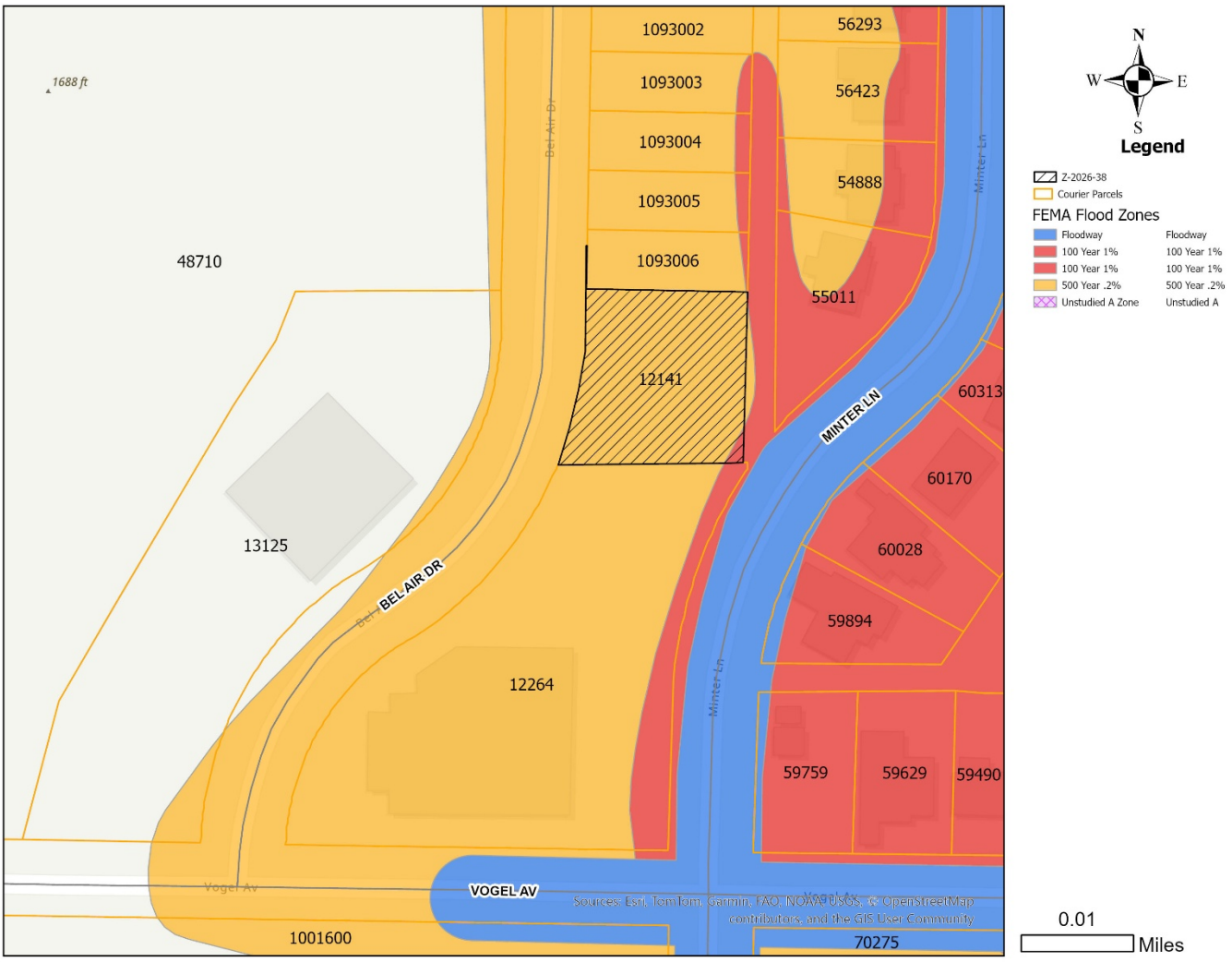
LOCATION MAP



ZONING MAP


1093002
1093003
1093004
1093005
1093006
56293
56423
54888
55011
48710
12141
60313
60170
60028
59894
13125
12264
59759
59629
59490
1001600
70275
BEL-AIR-DR
MINTER LN
VOGEL AV
Bel Air Dr
Minter Ln
Vogel Av
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
N
W
E
S
Legend
Z-2026-38
Courier Parcels
PH (Patio Home)
PD (Planned Development)
MF (Residential - Multi-family)
RS (Residential - Single Family)
0.01
Miles

FLOOD MAP


1688 ft
1093002
1093003
1093004
1093005
1093006
56293
56423
54888
55011
48710
12141
13125
12264
60313
60170
60028
59894
59759
59629
59490
70275
1001600
Bel Air Dr
BEL AIR DR
MINTER LN
Minter Ln
VOGEL AV
Vogel Av
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, & OpenStreetMap contributors, and the GIS User Community
N
W
E
S
Legend
Z-2026-38
Courier Parcels
FEMA Flood Zones
Floodway
100 Year 1%
100 Year 1%
500 Year .2%
Unstudied A Zone
Floodway
100 Year 1%
100 Year 1%
500 Year .2%
Unstudied A
0.01
Miles

REZONE REQUEST

Case:	Z-2026-38
Owner:	Chase Kiser
Agent:	Jacob & Martin, LLC
Request:	Change the zoning of approximately 0.33 acres from Residential Single-family (RS-6) To Patio Home (PH).
Location:	2525 Bel Air Dr
Notification:	4 in Favor, 0 in Opposition
Planning & Zoning:	July 7, 2026
Council Hearing:	July 23, 2026
	August 13, 2026

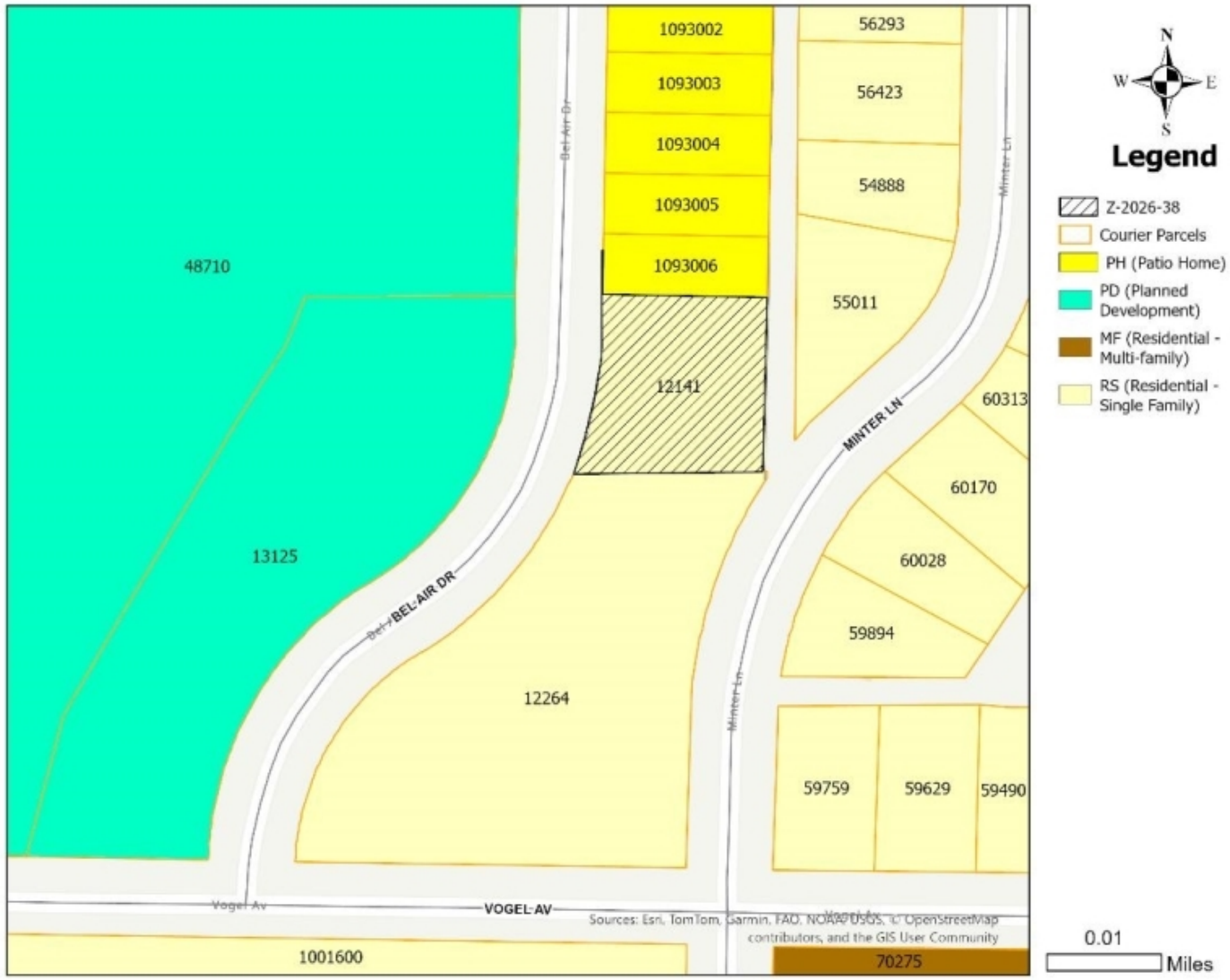
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

PROPERTY VIEWS













CITY OF ABILENE TEXAS

USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

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P	Garage Sale
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P	Church or Place of Worship
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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 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
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P	Recreation – Outdoors (passive)

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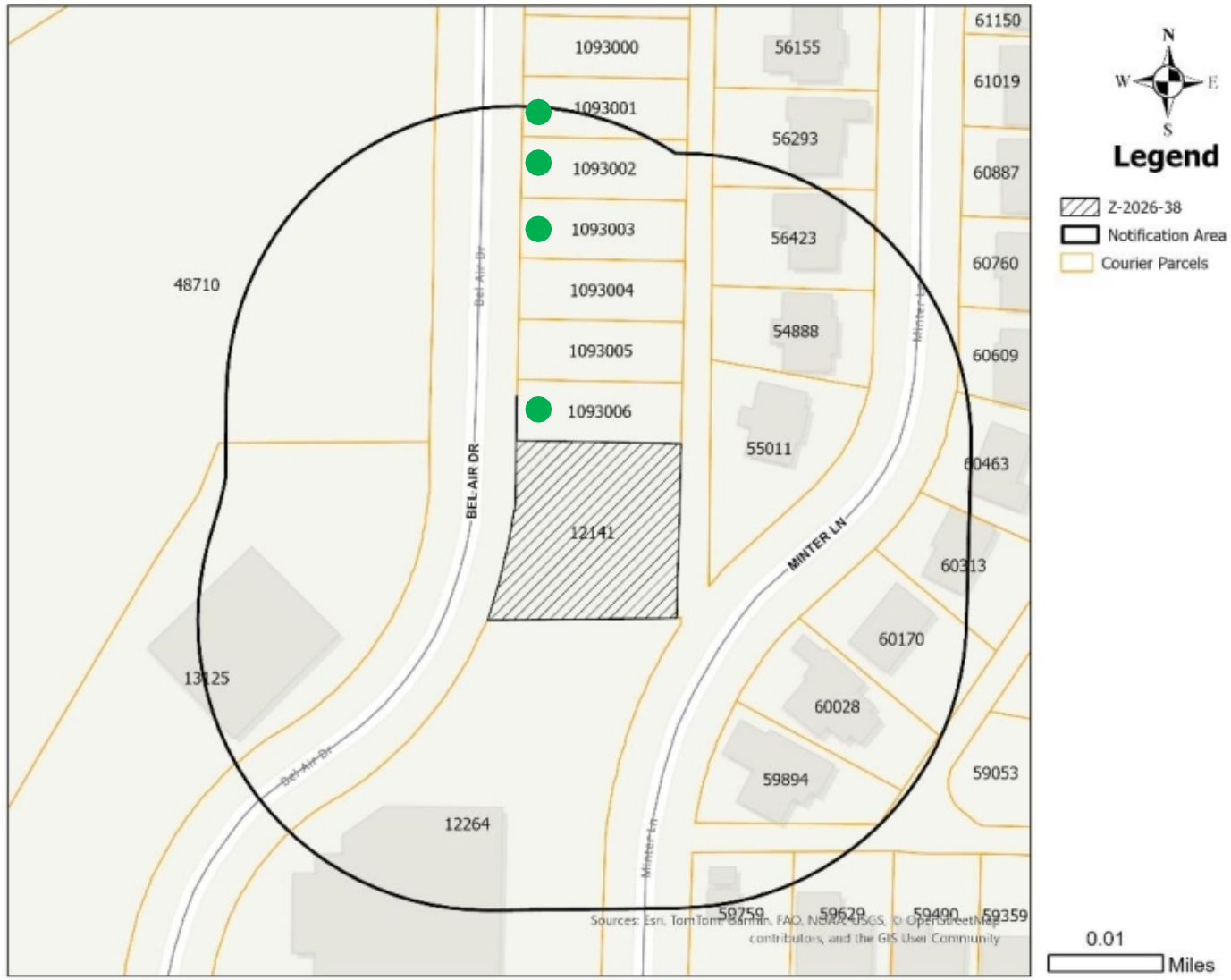
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LEGEND

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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



4 - 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 OF ABILENE TEXAS

ABILENE CUSTOM HOMES LLC
234 SPRING GAP AV
ABILENE, TX 79606-1282

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2026-38 **June 17, 2026**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **July 7, 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 0.33 acres from Residential Single-Family (RS-6) to Patio Home (PH) zoning. Located at 2525 Bel Air Dr. Legal description being 11-12, Block A, Continuation of Northwood Addition, 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 **August 13, 2026, at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Clarissa Ivey 325-676-6230 or by email address planning@abilenetx.gov

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ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-38

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your name and address. All responses must be received within 5 days of the meeting to be placed in the agenda packet. Please mail the response form to:

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

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

Requestor's Property Zoning:	RS-6	Your Name:	ABILENE CUSTOM	I am in favor ☑
Requestor's Proposed Zoning:	PH	Your Address:		
Requestor's Parcel ID:	12141	Your Parcel ID:	1093006	I am opposed ☐

Signature: _____

CITY COUNCIL MEMORANDUM
7/23/2026

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

ITEM: **13. Ordinance (First Reading) Z-2026-39: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.90 Acres from Medium Density (MD) to General Retail (GR). Located at 3509 S 14th Street. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City limits in 1953. The property was initially platted in 1953 to create the lot which currently exists.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval of the downgrade in zoning to Neighborhood Retail (NR) by a vote of 5-2.

ATTACHMENTS:

1. Ordinance
2. Staff Report (15)
3. Presentation
4. 1365 Sylvan Dr (Opposed)
5. 1417 Sylvan Dr (Opposed)
6. 1425 Sylvan Dr (Opposed)

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 23rd 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 13th day of August, 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 13th day of August, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 0.90 acres from Medium Density (MD) to Neighborhood Retail (NR).

Legal description being Lot 1, Block H, River Oaks Section 2, Abilene, Taylor County, Texas.

Located at 3509 S 14th St.



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 23, 2026
City Council 2nd Reading: August 13, 2026

Applicant
Owner: Ronald Ingram

Case Manager
Adam Holland – Planner

Request
Change the zoning of approximately 0.90 acres from Medium Density (MD) to General Retail (GR).

Location
Located at 3509 S 14th Street. Legal description being Lot 1, Block H, River Oaks Section 2, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City limits in 1953. The property was initially platted in 1953 to create the lot which currently exists.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	RS-12	Single-Family Residential
East	MD-H	Commercial/Religious Uses
South	RS-12	Single-Family Residential
West	RS-12	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. The proposed zoning is located along an arterial road and lies within a node of commercial 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

The Planning and Zoning recommends **approval of rezoning to Neighborhood Retail (NR). The owner of the property verbally agreed with the downgrade in the meeting.**

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

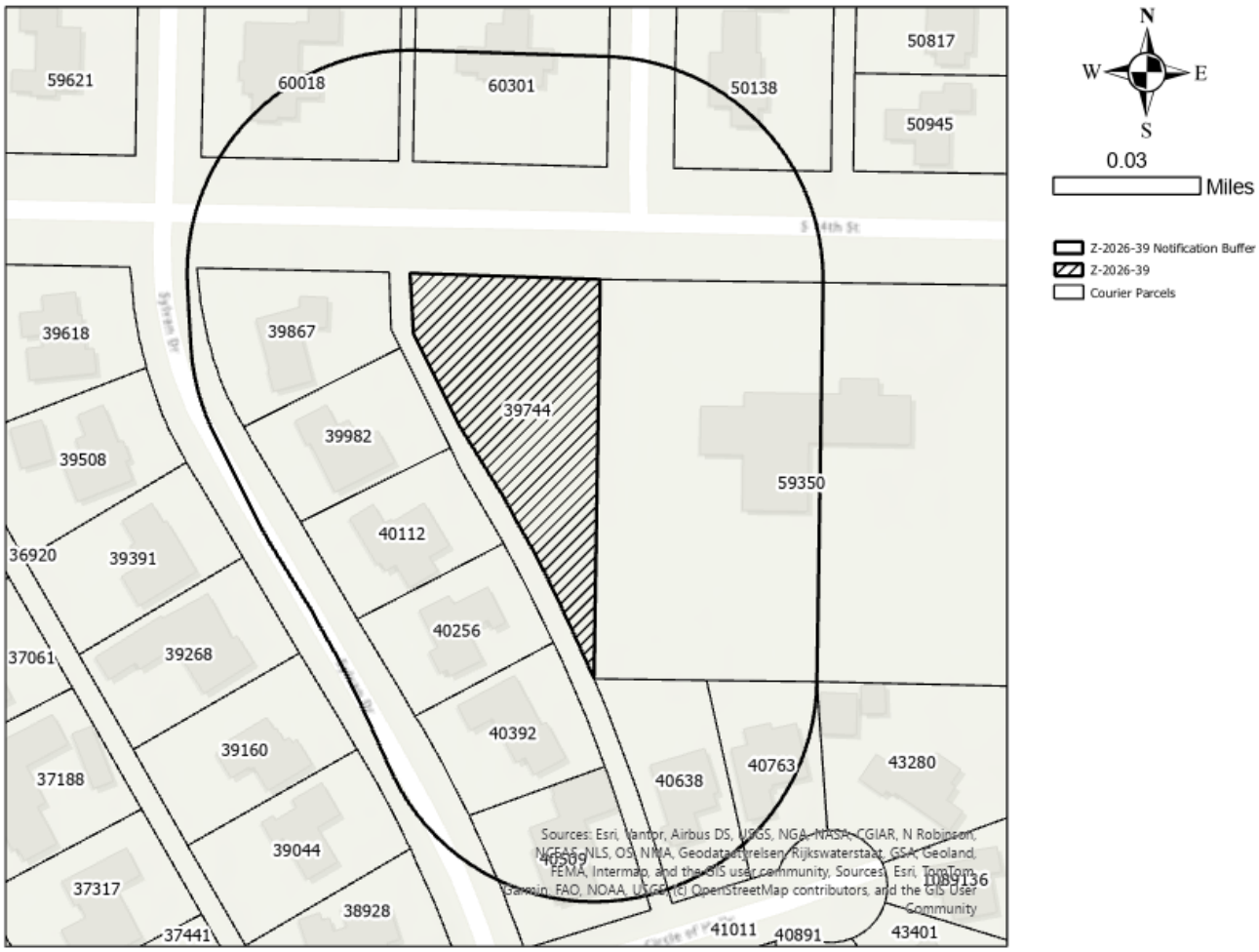
OWNER	PROP_ID	SITUS	RESPONSE
ABILENE WOMANS CLUB FOUNDATION	59350	3425 S 14TH ST	
ASHBY JAY C & KATE	40392	1433 SYLVAN DR	
BARTLETT ROBERT L	40112	1417 SYLVAN DR	O
CASEY GARY JOE &	40638	102 CIRCLE OF HOLLY	
CASTERENO JONATHAN BLAKE &	50138	1341 HOLLIS DR	
CLEVELAND LARRY J & CAROLYN W	39982	1409 SYLVAN DR	
CRANFORD BRADLEY G & CARA LEE	40256	1425 SYLVAN DR	O
HOLT BO J & MARYANN L	40763	110 CIRCLE OF HOLLY	
INGRAM RONALD WAYNE LIFE EST	39744	3509 S 14TH ST	Owner
JONES CHARLES DAVID &	40509	1441 SYLVAN DR	
MEISSNER CONNIE	39867	1401 SYLVAN DR	
SMITH CHRISTOPHER MATTHEW	60301	1382 HOLLIS DR	
TATOM KYLE D	60018	1365 SYLVAN DR	O

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

OWNER	PROP_ID	SITUS	RESPONSE
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MEISSNER CONNIE	39867	1401 SYLVAN DR	
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TATOM KYLE D	60018	1365 SYLVAN DR	O

SMITH CHRISTOPHER MATTHEW	**60301**	**1382 HOLLIS DR**	

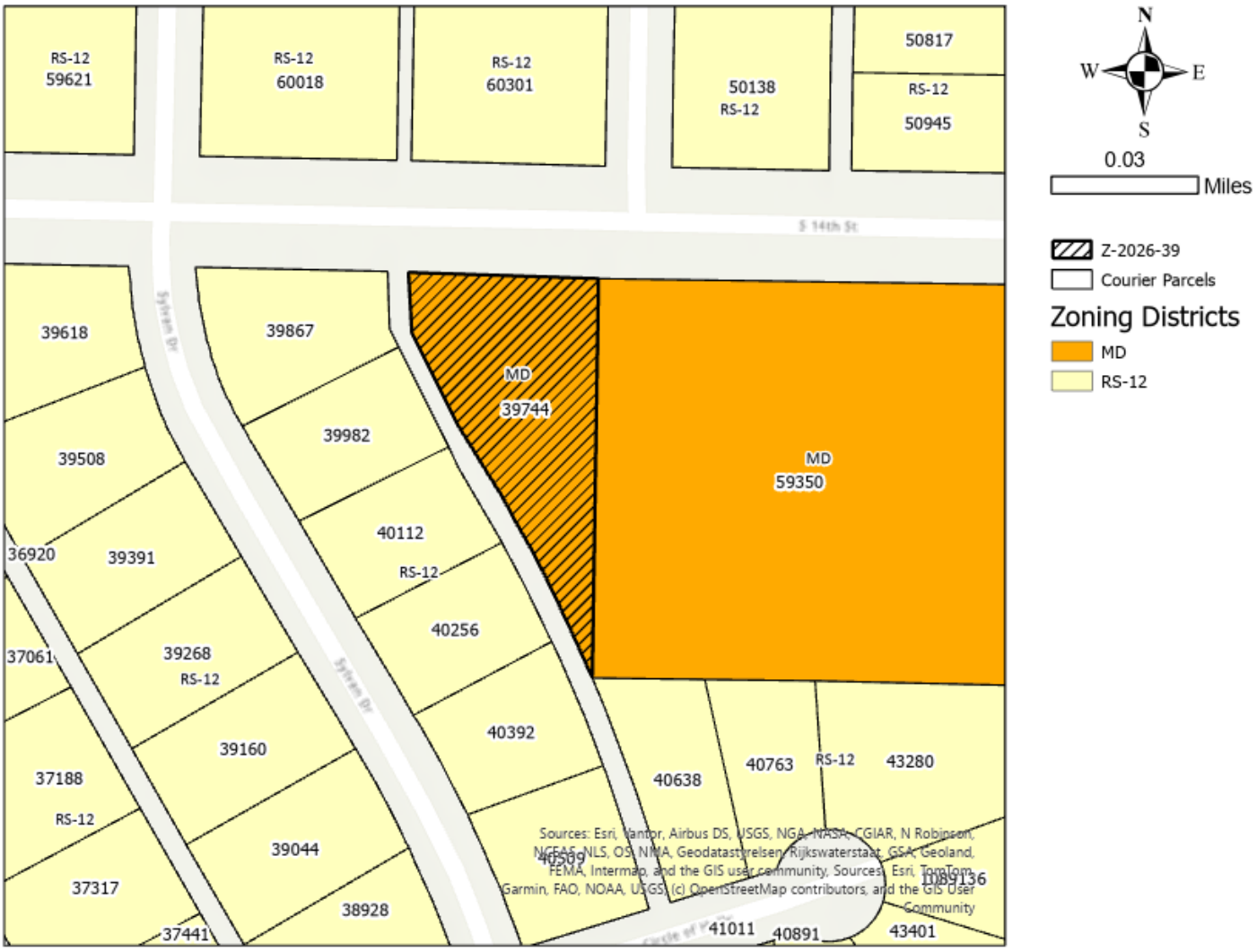
NOTIFICATION MAP



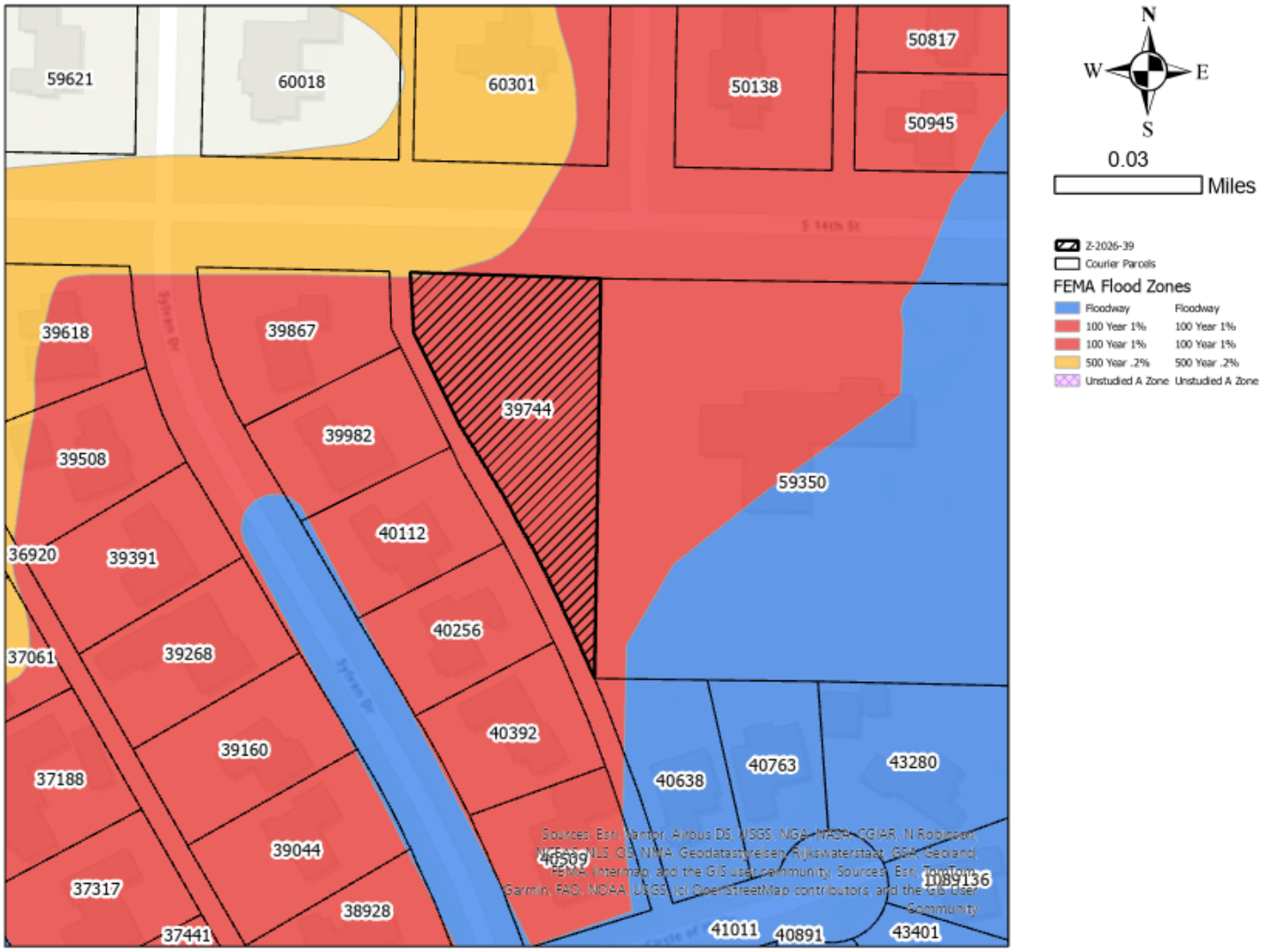
LOCATION MAP



ZONING MAP


RS-12
59621
RS-12
60018
RS-12
60301
50138
RS-12
50817
RS-12
50945
S 14th St
39618
39867
MD
39744
MD
59350
39508
39982
40112
RS-12
36920
39391
40256
37061
39268
RS-12
40392
39160
37188
RS-12
40638
40763
RS-12
43280
39044
37317
38928
37441
41011
40891
43401
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
0.03
Miles
Z-2026-39
Courier Parcels
Zoning Districts
MD
RS-12

FLOOD MAP


59621
60018
60301
50138
50817
50945
39618
39867
39744
39982
39508
59350
40112
36920
39391
40256
37061
39268
40392
39160
37188
40638
40763
43280
39044
40569
37317
38928
37441
41011
40891
43401
1089136
N
W
E
S
0.03
Miles
Z-2026-39
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-2026-39

Owner: Ronald Ingram

Request: Change the zoning of approximately 0.90 acres from Medium Density (MD) to General Retail (GR) zoning.

Location: 3509 S 14th Street

Notification: 0 in Favor, 3 in Opposition

Planning & Zoning: July 7, 2026

Council Hearing: July 23, 2026

August 13, 2026

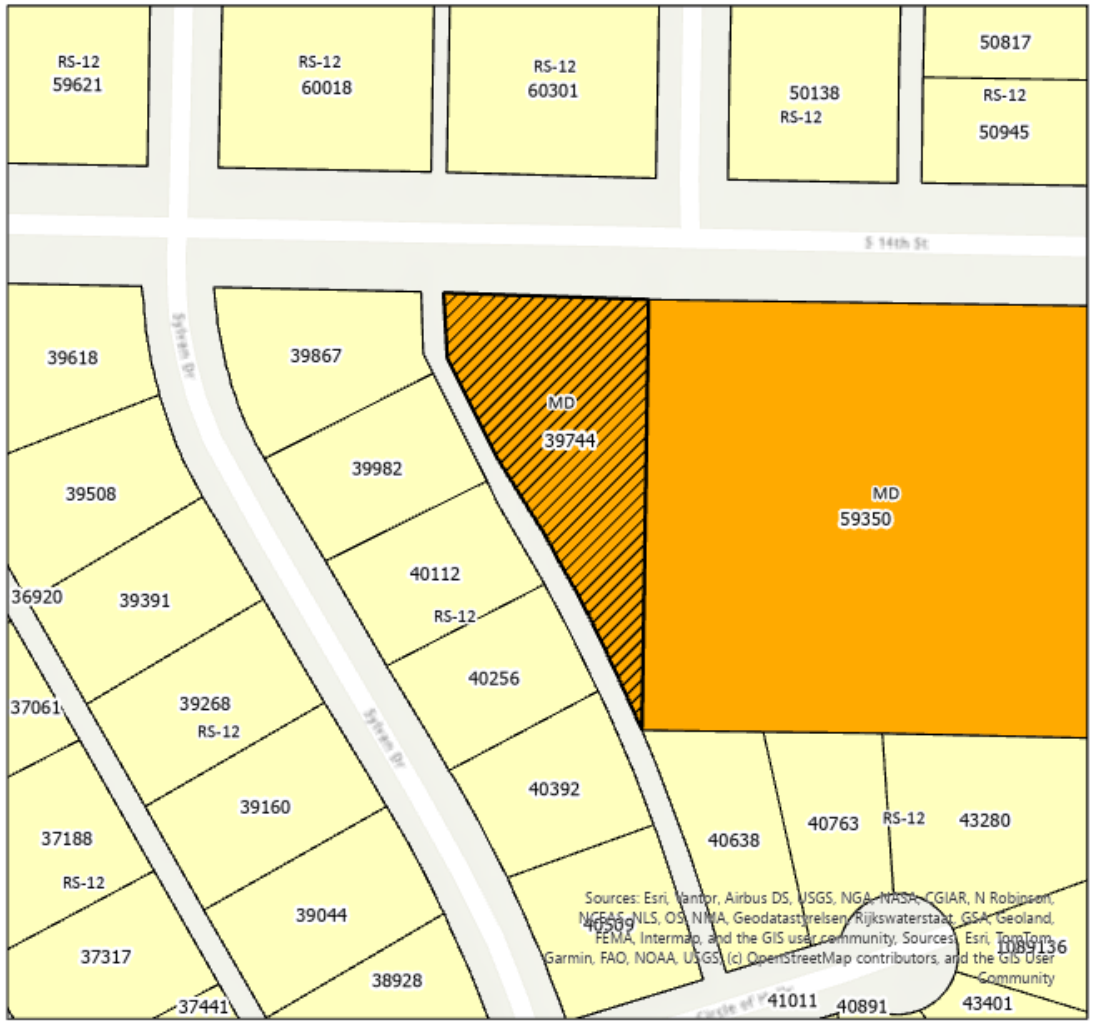
CITY OF ABILENE TEXAS

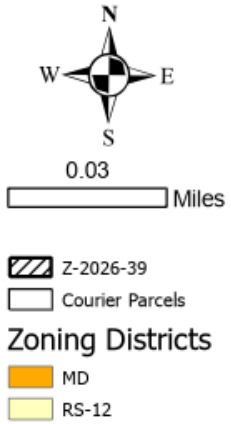
AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP





CITY OF ABILENE TEXAS

PROPERTY VIEWS


Subject Property


East Property


West Property


North Property

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 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 NEIGHBORHOOD RETAIL ZONING

RESIDENTIAL USES:

P	Bed & Breakfast
P	Dwelling - Duplex
P	Dwelling – Industrialized Housing Unit
P	Dwelling – Institutional
C	Dwelling – Multiple-Family
P	Dwelling – Single Family Detached
C	Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
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TP	Field Office or Construction Office (temporary)
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P	Home Occupation
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P	Recreation Building, Multipurpose
P	Recreation Equipment, Mobile (storage and parking)
C	Recycling Collection Point
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P	Civic, Social, and Fraternal Organization
C	Cultural Facilities
P	Recreation – Outdoors (passive)
C	Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Fire/Police Station
C	Medical/Dental Laboratory
P	Post Office
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

C	Automobile Wash
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Personal Services
C	Printing, Copying, Reproduction, Publishing
P	Repair and Maintenance Services (indoor)
C	Tattoo Parlor
P	Veterinary Service (small animals)

TRADE – RETAIL USES:

P	ATM's, Self-Serve Kiosks, and Similar Facilities
C	Fuel Sales
P	Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
C	Restaurant, Brew Pub
C	Restaurant, Fast Food
P	Restaurant, Standard
P	Retail Sales/Rental (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C	Broadcast Studio
P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

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P	Urban Garden

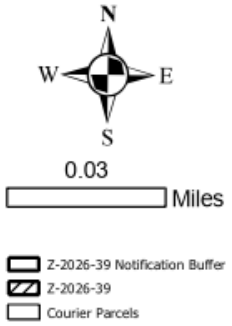
CITY OF ABILENE TEXAS

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**
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NOTIFICATION AREA MAP





0 - In Favor-

3 - Opposed-

12.88% Opposition

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 of rezoning to Neighborhood Retail (NR).**

CITY OF ABILENE TEXAS

Questions?

I own and have resided in **Parcel 60018** for 32 years, having raised my family in this home. The **primary driveway** to this and two other homes immediately north of the notification zone is the **alley** between Sylvan Dr. and Hollis Dr., and each uses the driveway thought the day. The **speed limit** rises from 35mph to 40mph directly in the middle of the subject parcel, and vehicles traveling both ways are moving generally above the 35mph speed limit, either speeding up in anticipation or (maybe) slowing down.

The **entrance** to this alley off 14th St is very difficult to make, particularly from an eastern direction causing traffic to slow dangerously to make **the difficult turn**, an issue known well **by city officials including Mr. Rice**. It is also often difficult to make the exit from the alley onto S 14th, particularly crossing traffic to turn eastward.

The new sidewalk has also made **pedestrian travel** more dangerous, as there is a blind spot when pedestrians are walking, biking or riding scooters in an east-to-west direction across that alley due to a tall fence and a tree on the east side.

Also, there is **no crosswalk** available for pedestrian travel from the **new sidewalk** across 14th from Elmwood to Willis, likely leading to illegal crossings for retail purposes.

Creating a zoning for **General Retail** will cause **substantial safety issues** in an area where safety issues already exist, exacerbating the problem. Both all-day traffic stopping, turning, and exiting on S 14th, and an increase in pedestrian travel (with no protected cross-walk anywhere nearby) for retail purposes, would complicate an already dangerous situation, particularly because of the speed limit change at this location.

This **same request was attempted, and rejected**, about 20 years ago, if memory of time serves me correctly. The potential danger was recognized then, and it should be now. We are in a period of a housing crisis and the City wants inter-fill housing, offering benefits to builders. Medium Density zoning should be retained with builders encouraged to take advantage of the City's inter-fill opportunities to build housing that has a more predictable traffic and pedestrian pattern.

Again, I am strongly opposed. Thank you,



ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-39

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your name and address. All responses must be received within 5 days of the meeting to be placed in the agenda packet. Please mail the response form to:

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

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

Requestor's Property Zoning:	MD	Your Name:	TATOM KYLE D	I am in favor ☐
Requestor's Proposed Zoning:	GR	Your Address:	1365 SYLVAN DR	
Requestor's Parcel ID:	39744	Your Parcel ID:	60018	I am opposed ☒



ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-39

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PO BOX 60, Abilene, TX 79604-0060.

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

Requestor's Property Zoning:	MD	Your Name:	BARTLETT ROBERT L	I am in favor ☐
Requestor's Proposed Zoning:	GR	Your Address:	1417 SYLVAN DR	
Requestor's Parcel ID:	39744	Your Parcel ID:	40112	I am opposed ☑

Signature: Susan Bartlett

If opposed, please provide comments:

CITY COUNCIL MEMORANDUM
7/23/2026

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

ITEM: **14. Ordinance (First Reading) Z-2026-40: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to change the zoning of approximately 3.40 acres from Agricultural Open (AO) to General Commercial (GC). Located at 1627 and 1613 Musgrave Boulevard. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City limits in 1964 and has remained vacant since annexation.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Presentation

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

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.

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

PASSED ON FIRST READING the 23rd 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 13th day of August, 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 13th day of August, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 3.40 acres from Agricultural Open (AO) to General Commercial (GC).

Legal description being as follows:

BEING a **3.401 acre** tract of land out of Lot 4 and Lot 5 of the C. C. Jackson Subdivision, Taylor County, Texas per plat recorded in Volume 1, Page 91 of the Plat Records of said Taylor County, Texas and out of the Northeast quarter of Section 33 of the Blind Asylum Lands, Abstract No. 1412, City of Abilene, Taylor County, Texas, and containing all of that certain 2.193-acre tract described in a Warranty Deed to Seymour Beitscher recorded in Instrument No. 2007-18142, Official Public Records, Taylor County, Texas, and also containing all of that certain 1.208-acre tract described in a Special Warranty Deed to Kenneth Paul Musgrave and Doug Horner, Trustees recorded in Instrument No. 2016-0940 of said Official Public Records of Taylor County, Texas. Said **3.401 acre** tract is more particularly described in metes and bounds as follows:

BEGINNING at a point in the northeasterly right-of-way line of East Overland Trail (the I-20 access road) at it's intersection with the southeasterly right-of-way line of Musgrave Boulevard, and said point being the southwesterly corner of said 2.193-acre tract;

THENCE N13º29'46"W 112.97 feet along said southeasterly right-of-way line and the southwesterly line of said 2.193-acre tract to a point for corner and an angle point in said right-of-way line;

THENCE N46º59'47"E along said southeasterly right-of-way line and said southwesterly line of said 2.193-acre tract, at 141.71 feet pass a point marking the northwesterly corner of said 2.193-acre tract and the southwesterly corner of said 1.208-acre tract, and continuing along said southeasterly right-of-way line and northwesterly line of said 1.208-acre tract **a total distance of 309.42 feet** to a point for the northerly corner of said 1.208-acre tract and the most westerly corner of the ENTERPRISE PLAZA ADDITION, Lot 1, Block A as shown on the plat thereof recorded in Cabinet 2, Slide 357-A, Plat Records, Taylor County, Texas;

THENCE S49º54'48"E 236.57 feet along the southwesterly line of said ENTERPRISE PLAZA ADDITION and the northeasterly line of said 1.208-acre tract to a point for a common corner of said 1.208-acre tract and said addition;

THENCE S00º17'25"W along the southerly west line of said addition and the east line of said 1.208-acre tract, at 53.20 pass the southwest corner of said addition and the northwest corner of a tract of land described in a deed to MB Rentals LLC recorded in Instrument No. 2021-06225 of said Official Public Records, continuing along the west line of said MB Rental LLC tract and said east line of said 1.208-acre tract, at 216.69 feet pass the southeasterly corner of said 1.208-acre tract and the northwesterly corner of said 2.193-acre tract, and continuing a total distance of 466.50 feet to a point, located in said northeasterly right-of-way line of East Overland Trail, and marking the southeasterly corner of said 2.193-acre tract and an exterior corner of said MB Rentals LLC tract;

THENCE N51º47'41"W 481.74 feet along said northeasterly right-of-way line and the southwesterly line of said 2.193-acre tract to said POINT OF BEGINNING and containing **3.401 acres** of land, more or less.

Located at 1613 and 1627 Musgrave Bl.

ORDINANCE NO. _____



END

ZONING CASE
Z-2026-40
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 7, 2026
City Council 1st Reading: July 23, 2026
City Council 2nd Reading: August 13, 2026

Applicant
Agent: Jacob Martin
Owner: Gay Beitscher

Case Manager
Adam Holland – Planner

Request
Change the zoning of approximately 3.40 acres from Agricultural Open (AO) to General Commercial (GC).

Location
Located at 1613 Musgrave Boulevard. Legal description being 3.40 acres of the northeast quarter of Survey 33 Blind Asylum Lands Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City limits in 1964. Has remained vacant since annexation.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	PD	Retail
East	PD/AO	Hotel/Motel/Vacant
South	AO	Vacant
West	PD	Retail/Restaurant

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
The Planning and Zoning Commission 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:

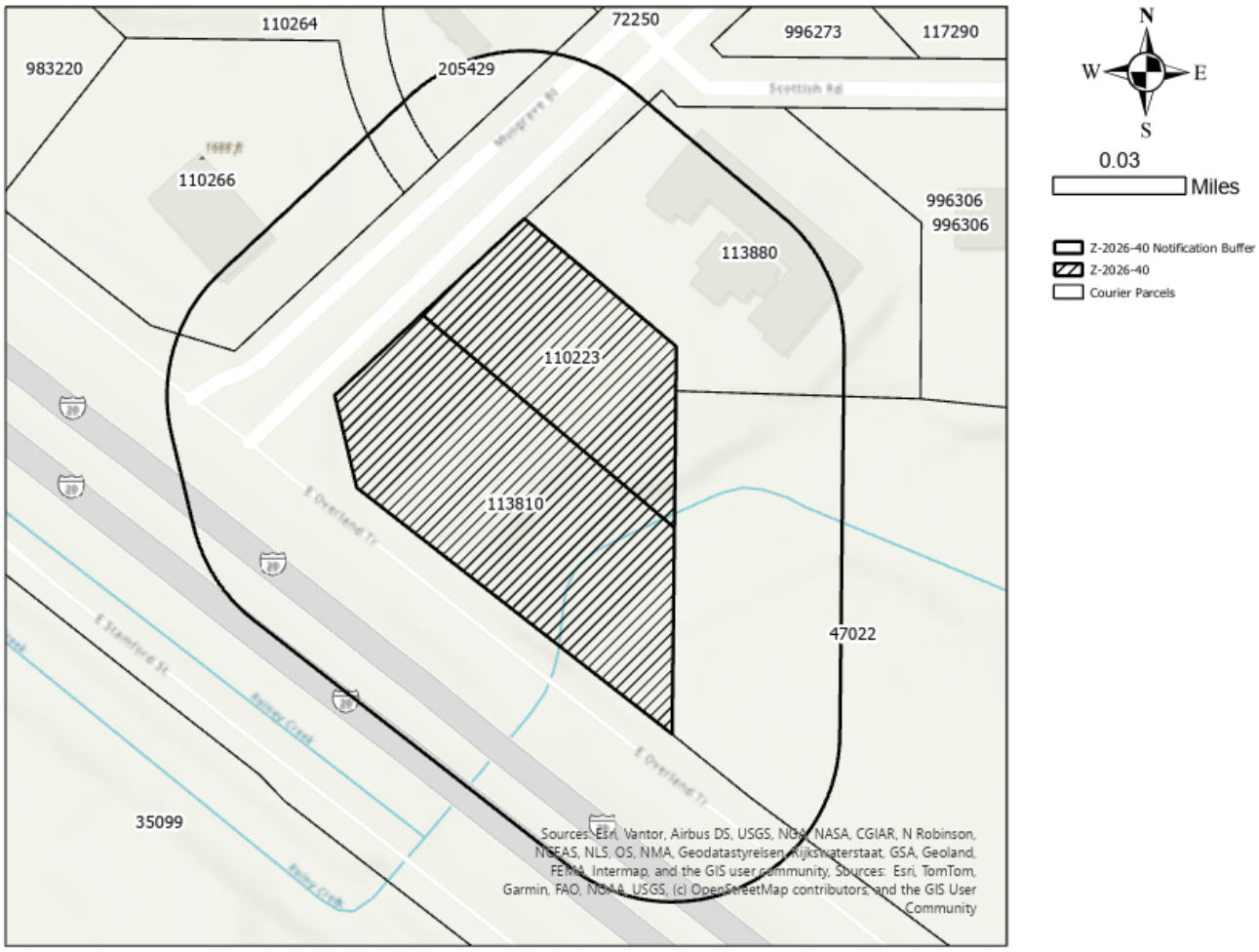
PROPERTY OWNER Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
BEITSCHER SEYMOUR	113810	1613 MUSGRAVE BL	Owner
DERMODY FAMILY LIMITED PTSHP I	110266	2042 E OVERLAND TR	
LOWES HOME CENTERS INC	110264	1634 MUSGRAVE BL	
MB RENTALS LLC	47022		
MCRT ABILENE 2 LP	113880	1641 MUSGRAVE BL	
MUSGRAVE KENNETH PAUL TR &	110223	1627 MUSGRAVE BL	Owner
THREE LITTLE BEES INC	205429	1642 MUSGRAVE BL	

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

OWNER	PROP_ID	SITUS	RESPONSE
MB RENTALS LLC	47022		
MUSGRAVE KENNETH PAUL TR &	110223	1627 MUSGRAVE BL	Owner
LOWES HOME CENTERS INC	110264	1634 MUSGRAVE BL	
DERMODY FAMILY LIMITED PTSHP I	110266	2042 E OVERLAND TR	
BEITSCHER SEYMOUR	113810	1613 MUSGRAVE BL	Owner
MCRT ABILENE 2 LP	113880	1641 MUSGRAVE BL	
THREE LITTLE BEES INC	205429	1642 MUSGRAVE BL	

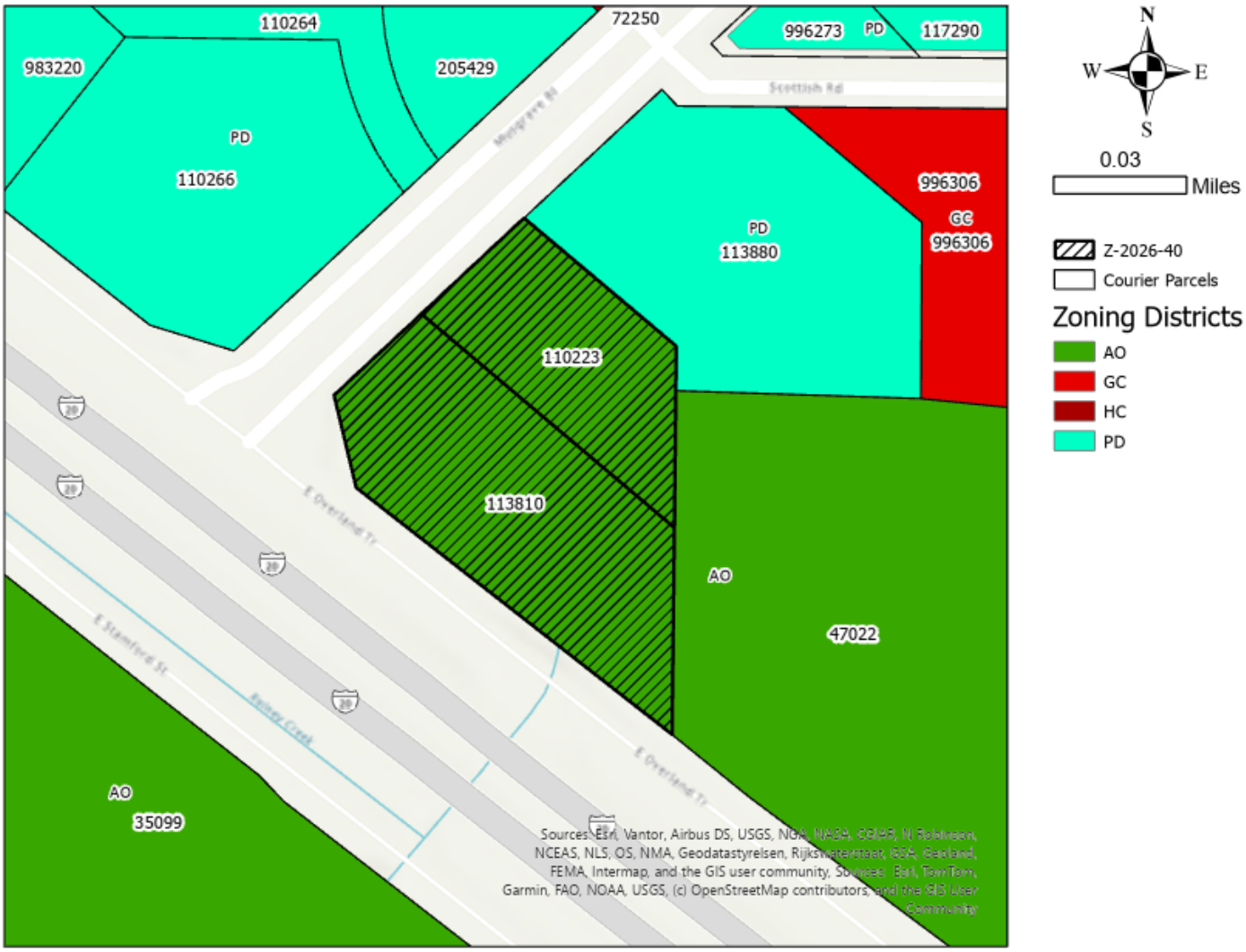
NOTIFICATION MAP



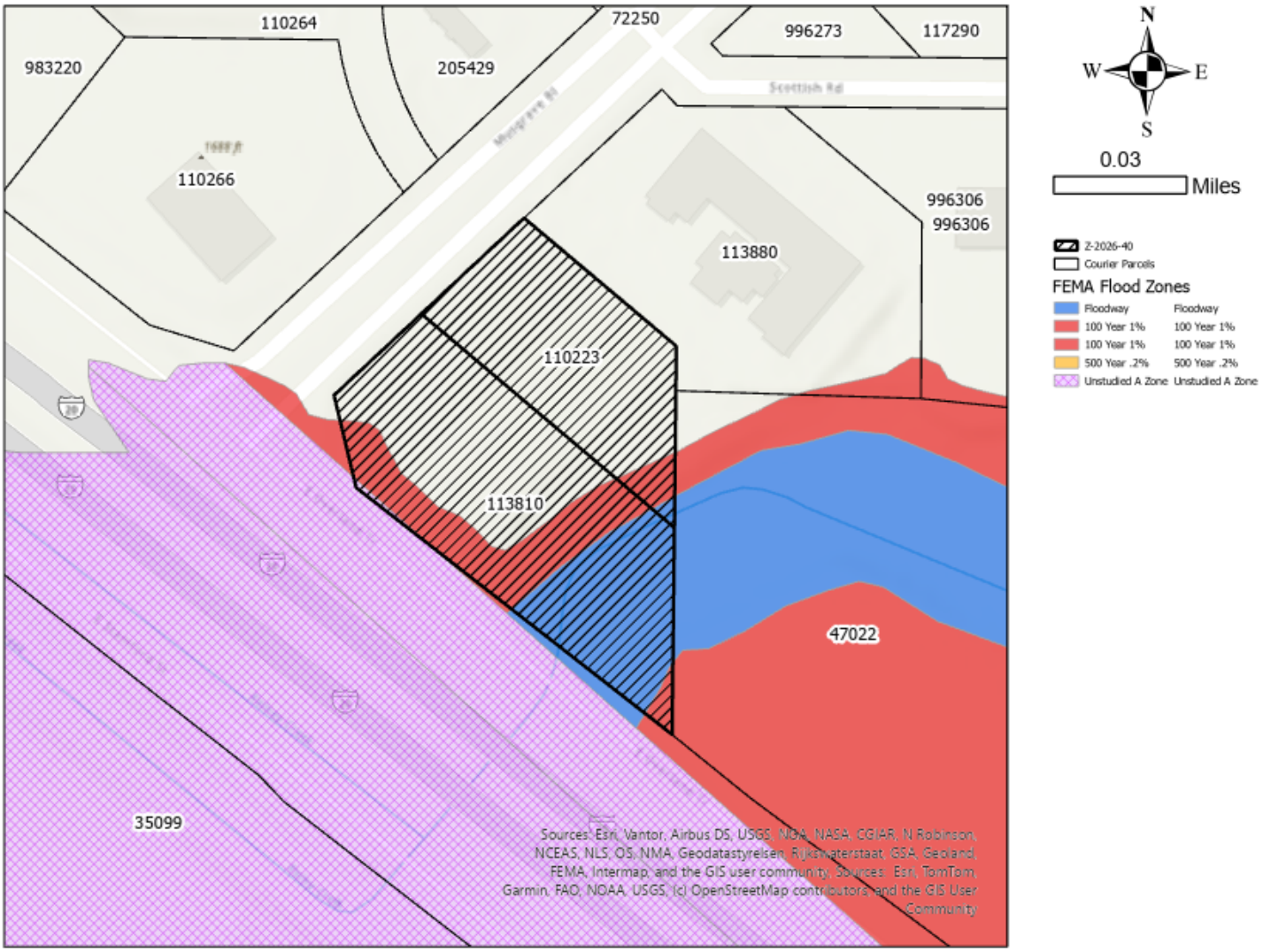
LOCATION MAP



ZONING MAP


110264
72250
996273
PD
117290
983220
205429
Scottish Rd
PD
110266
996306
GC
996306
PD
113880
110223
113810
AO
47022
AO
35099
N
W
E
S
0.03
Miles
Z-2026-40
Courier Parcels
Zoning Districts
AO
GC
HC
PD
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Garland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

FLOOD MAP

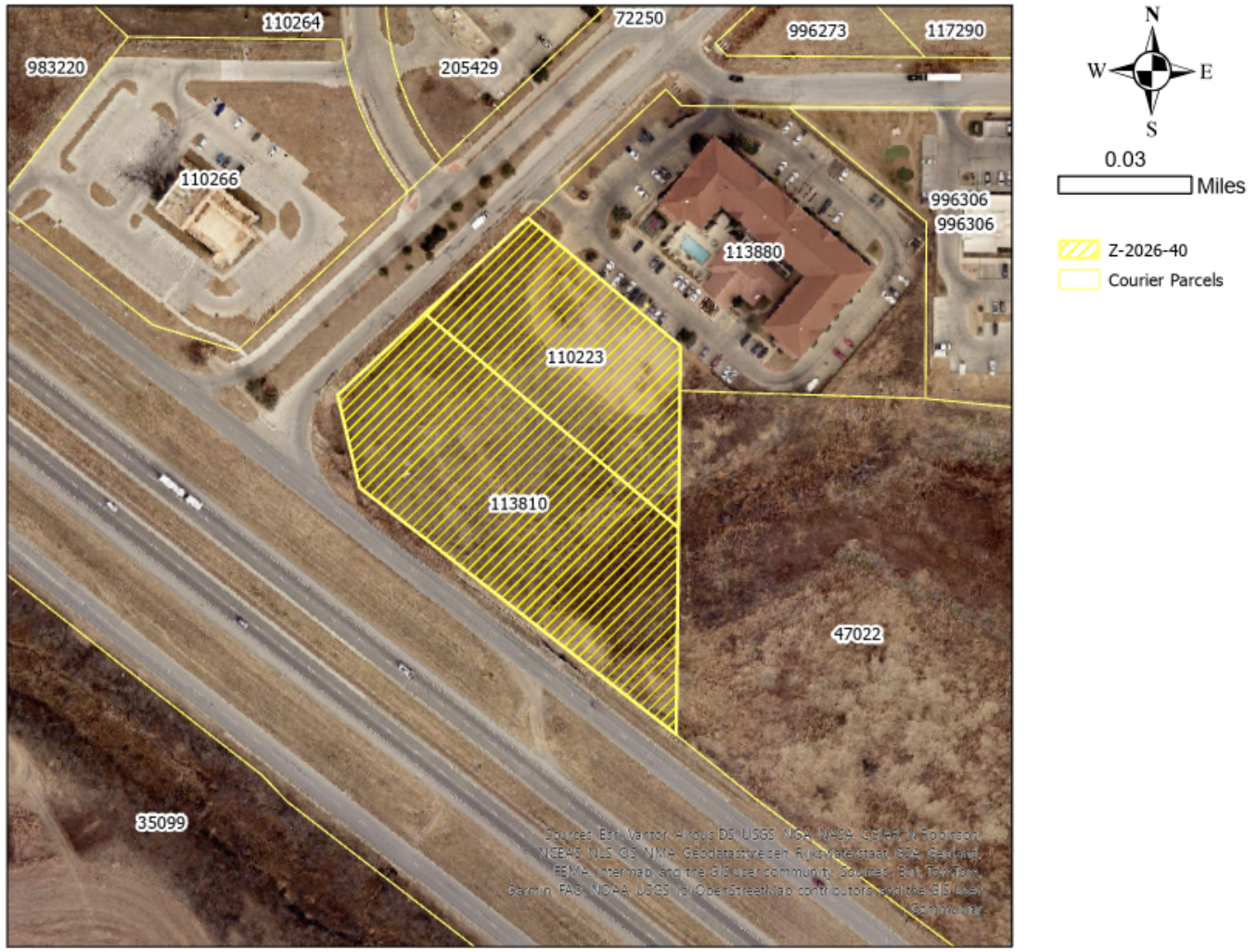

110264
72250
996273
117290
983220
205429
110266
996306
996306
113880
110223
113810
47022
35099
N
W
E
S
0.03
Miles
Z-2026-40
Courier Parcels
FEMA Flood Zones
Floodway
Floodway
100 Year 1%
100 Year 1%
100 Year 1%
100 Year 1%
500 Year .2%
500 Year .2%
Unstudied A Zone
Unstudied A Zone
Sources: Esri, Vantor, 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-2026-40
Owner:	Gay Beitscher
Applicant:	Jacob Martin
Request:	Change the zoning of approximately 3.40 acres from Agricultural Open (AO) to General Commercial (GC) zoning.
Location:	1613 Musgrave
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	July 7, 2026
Council Hearing:	July 23, 2026
	August 13, 2026

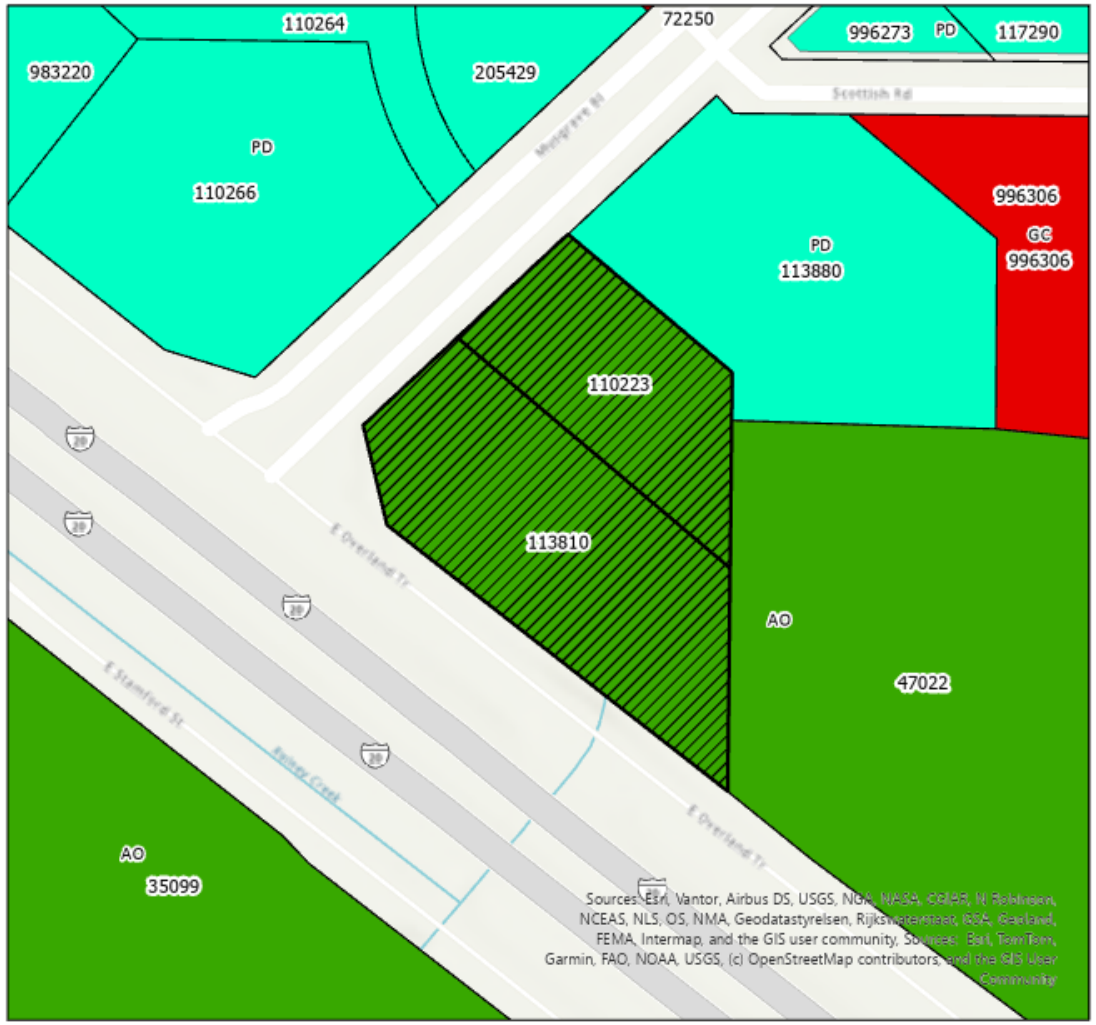
CITY OF ABILENE TEXAS

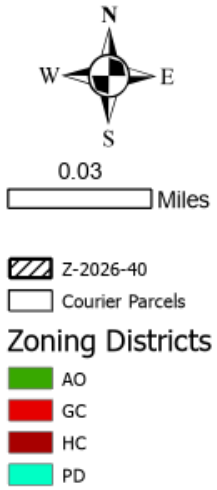
AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP





CITY OF ABILENE TEXAS

PROPERTY VIEWS

Subject Property



West Property



Northeast Property





North 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 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:

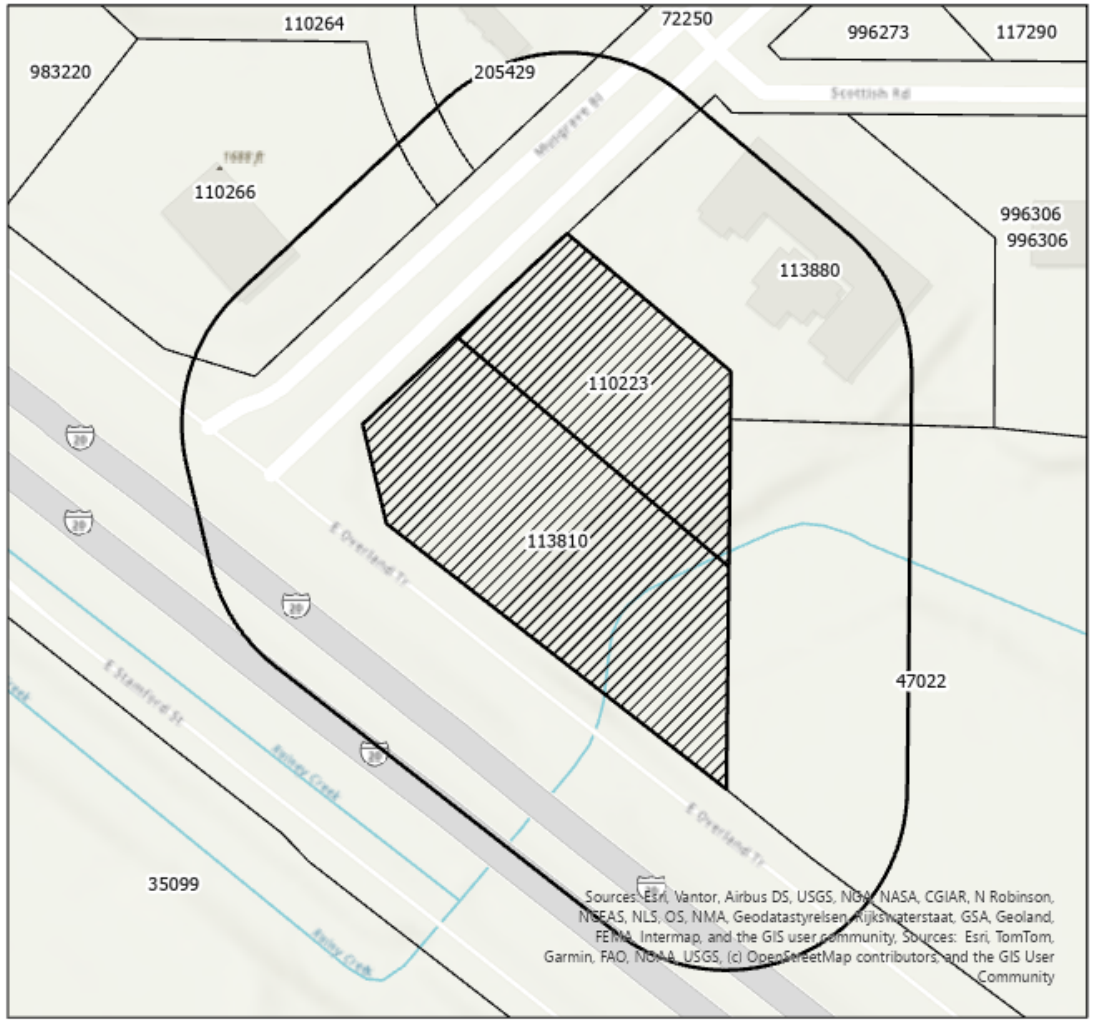
C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility

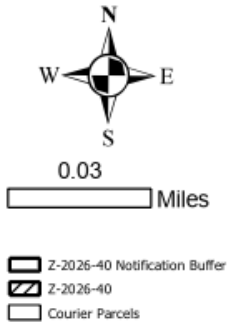
LEGEND

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





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 OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
7/23/2026

TO: **Emily Crawford, City Manager**

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

ITEM: **15. Ordinance (First Reading) Z-2026-41: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.32 Acres from Heavy Industrial (HI) to Heavy Commercial (HC). Located at 2202 Butternut Street. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City limits in 1951 with Heavy Industrial (HI) zoning. The property to the south was rezoned in 2023 to Heavy Commercial (HC). The applicant is proposing to down zone the property to allow more uses.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Z-2026-41 - Staff Report
3. Favor - 2250 Butternut St
4. Favor - 2258 S Treadaway Bl
5. Z-2026-41 - 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 23rd 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 13th day of August, 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 13th day of August, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

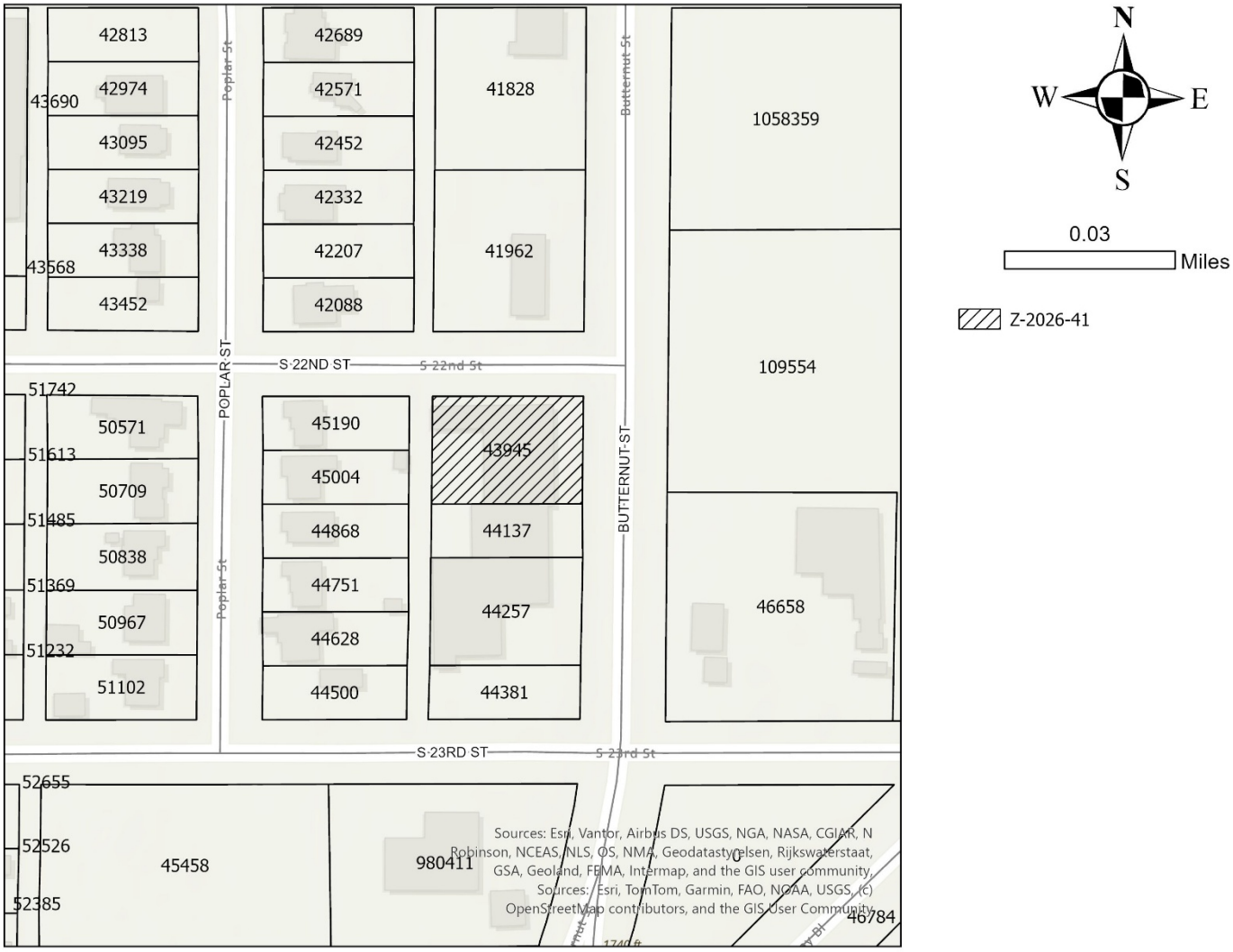
ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 0.32 acres from Heavy Industrial (HI) to Heavy Commercial (HC).

Legal description being Lots 1 and 2, Block 6, Bowyer Addition, Abilene, Taylor County, Texas.

Located at 2202 Butternut Street.



END

ZONING CASE
Z-2026-41
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 7, 2026
City Council 1st Reading: July 23, 2026
City Council 2nd Reading: August 13, 2026

Applicant
Agent: Shkelqim Nokshiqi

Case Manager
Kera Valois – Planner

Request
Change the zoning of approximately 0.32 acres from Heavy Industrial (HI) to Heavy Commercial (HC).

Location
Located at 2202 Butternut Street. Legal description being Lots 1 and 2, Block 6, Bowyer Addition, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City limits in 1951 with Heavy Industrial (HI) zoning. The property to the south was rezoned in 2023 to Heavy Commercial (HC). The applicant is proposing to down zone the property to allow more uses.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	HI	Commercial
East	LI	Commercial
South	HC	Commercial
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.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.
The proposed zoning would be appropriate as it would be consistent with the surrounding uses.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
This property has access to utilities.

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

Planning & Zoning 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

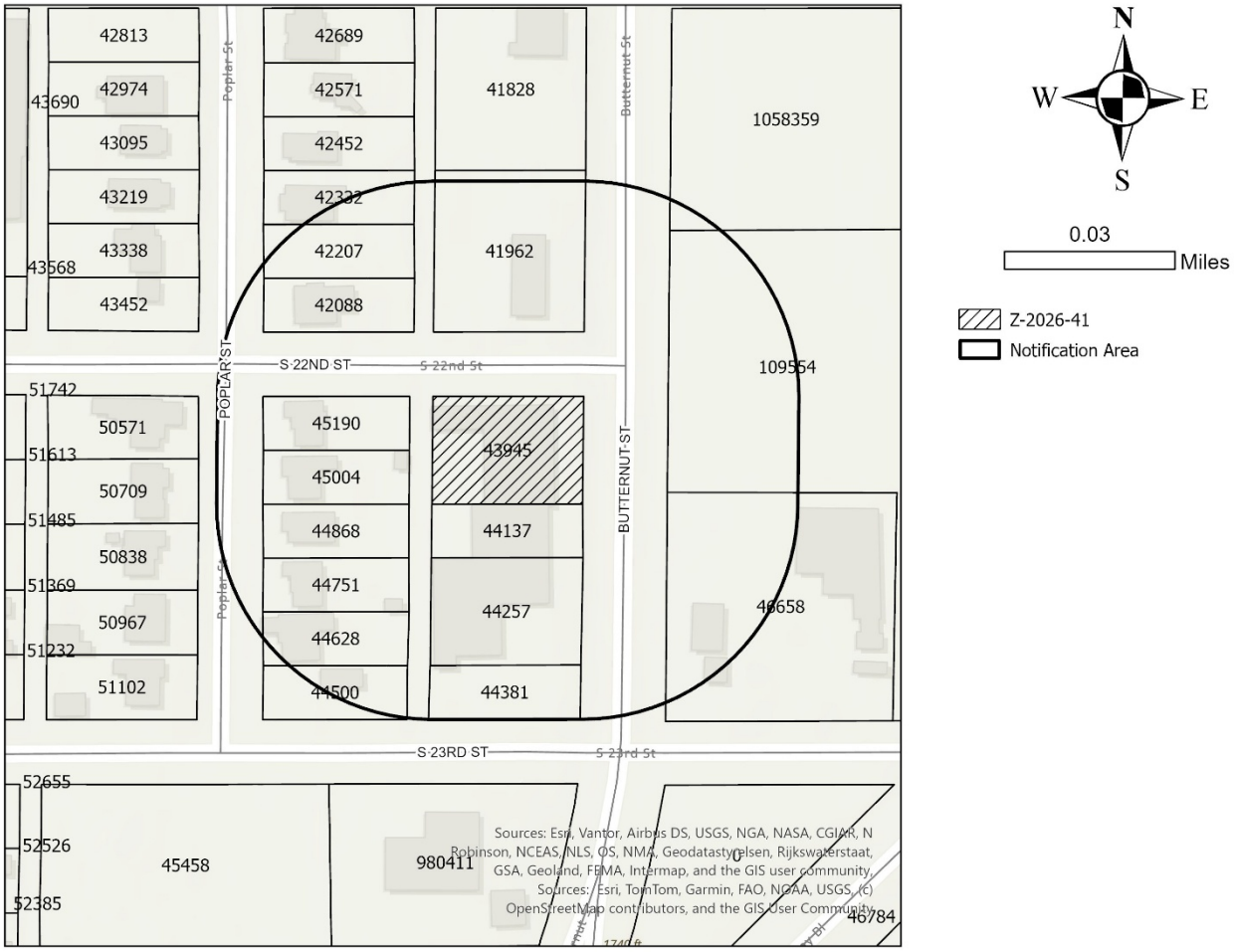
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
CAMARILLO BRIDGET	44500	2249 POPLAR ST	
CAMARILLO BRIDGET	44628	2233 POPLAR ST	
DIMAS DE LA TORRE JOSE TOMAS	42207	2133 POPLAR ST	
DIMAS DE LA TORRE JOSE TOMAS	42088	1354 S 22ND ST	
HALL PAUL A & DEVEN M	43945	2202 BUTTERNUT ST	
HIT VENTURES LLC	109554	2258 S TREADAWAY BL	F
HIT VENTURES LLC	1058359		F
MARTIN TIMOTHY BLAZE	45004	2209 POPLAR ST	
MARTINEZ RAYMOND R	45190	2201 POPLAR ST	
MC COOL SELENA	44868	2217 POPLAR ST	
MOORE ABILENE HOLDINGS LP	44381	2250 BUTTERNUT ST	F
MOORE ABILENE HOLDINGS LP	44257	2232 BUTTERNUT ST	F
MOORE ABILENE HOLDINGS LP	44137	2222 BUTTERNUT ST	F
PHOENIX COLLISION INC	41962	2150 BUTTERNUT ST	
RIVERA MARIANNA ARRAZOLA	44751	2225 POPLAR ST	
SITZES APB LP	46658	1222 S 23RD ST	
VILLEGAS JOSE LUIS	42332	2125 POPLAR ST	

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

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
PHOENIX COLLISION INC.	41962	2150 BUTTERNUT ST	
DIMAS DE LA TORRE JOSE TOMAS	42088	1354 S 22ND ST	
DIMAS DE LA TORRE JOSE TOMAS	42207	2133 POPLAR ST	
VILLEGAS JOSE LUIS	42332	2125 POPLAR ST	
HALL PAUL A & DEVEN M	43945	2202 BUTTERNUT ST	
MOORE ABILENE HOLDINGS LP	44137	2222 BUTTERNUT ST	F
MOORE ABILENE HOLDINGS LP	44257	2232 BUTTERNUT ST	F

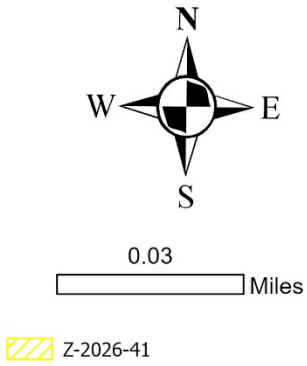
MOORE ABILENE HOLDINGS LP	44381	2250 BUTTERNUT ST	F
CAMARILLO BRIDGET	44500	2249 POPLAR ST	
CAMARILLO BRIDGET	44628	2233 POPLAR ST	
RIVERA MARIANNA ARRAZOLA	44751	2225 POPLAR ST	
MC COOL SELENA	44868	2217 POPLAR ST	
MARTIN TIMOTHY BLAZE	45004	2209 POPLAR ST	
MARTINEZ RAYMOND R	45190	2201 POPLAR ST	
SITZES APB LP	46658	1222 S 23RD ST	
HIT VENTURES LLC	109554	2258 S TREADAWAY BL	F
HIT VENTURES LLC	1058359		F

NOTIFICATION MAP

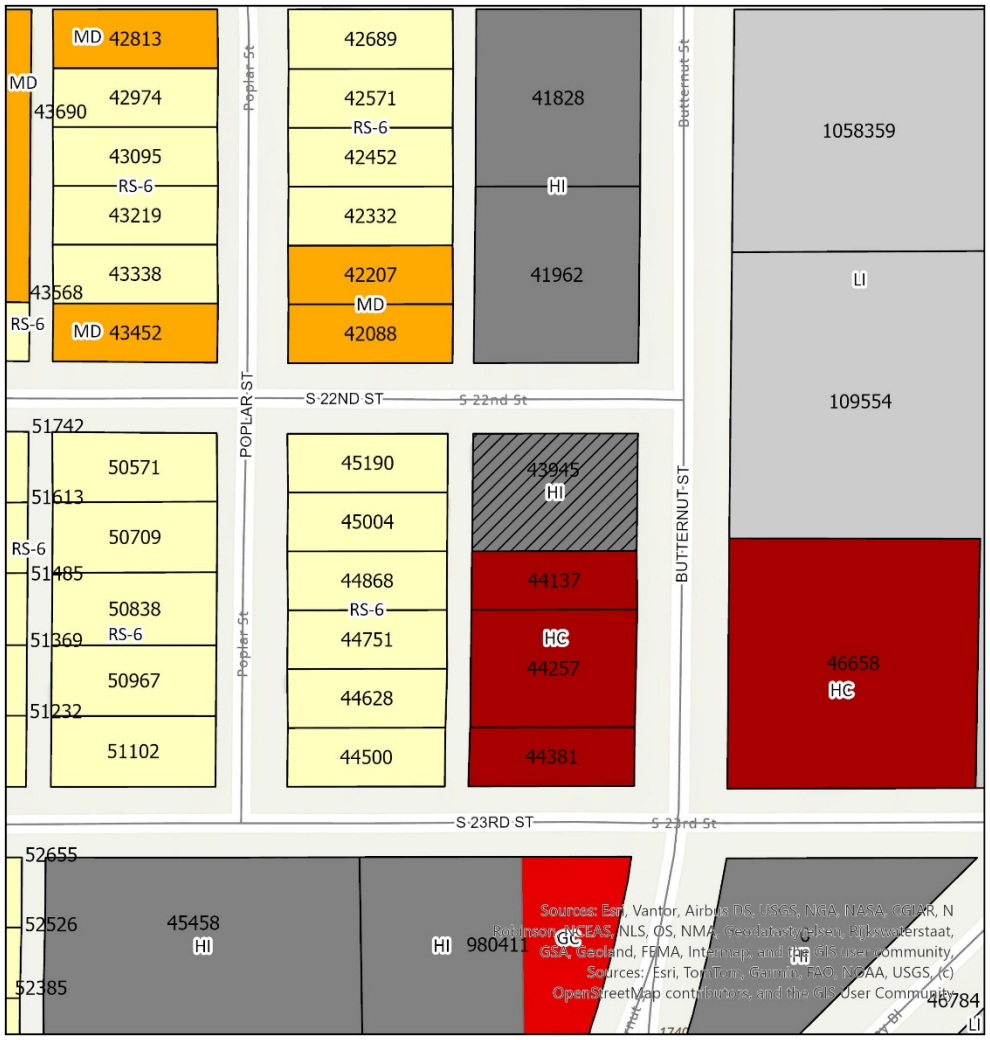


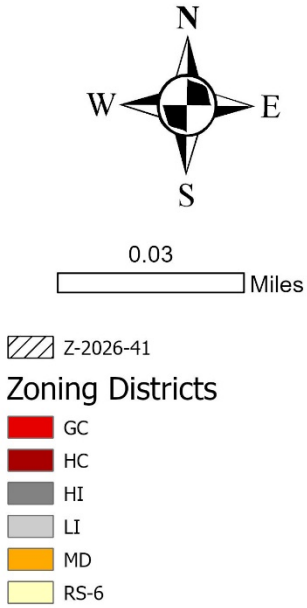
LOCATION MAP





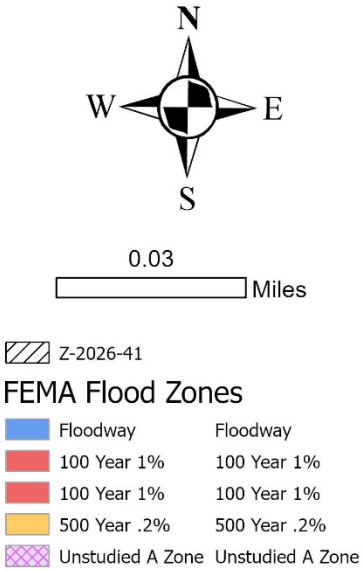
ZONING MAP


MD 42813
MD
42974
43690
43095
RS-6
43219
43338
43568
RS-6
MD 43452
Poplar St
42689
42571
RS-6
42452
42332
42207
MD
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HI
41962
Butternut St
1058359
LI
109554
46658
HC
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POPLAR ST
BUTTERNUT ST
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51369
RS-6
50967
51232
51102
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44137
HC
44257
44381
S 23RD ST
S 23rd St
52655
52526
45458
HI
52385
HI
980411
GC
HI
46784
LI
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, METI/ESA, 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
Z-2026-41
Zoning Districts
GC
HC
HI
LI
MD
RS-6

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


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Miles
Z-2026-41
FEMA Flood Zones
Floodway
Floodway
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100 Year 1%
100 Year 1%
100 Year 1%
500 Year .2%
500 Year .2%
Unstudied A Zone
Unstudied A Zone

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-41

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the address below. Additional comment space is provided on the back of this response form. You may also attach additional sheets if needed. All correspondence must be signed and include your name and address. All responses must be received within 5 days of the meeting to be placed in the agenda packet. Please mail the response form to:

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

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

Requestor's Property Zoning:	HI	Your Name:	MOORE ABILENE	I am in favor ☑
Requestor's Proposed Zoning:	HC	Your Address:	2250 BUTTERNUT ST	
Requestor's Parcel ID:	43945	Your Parcel ID:	44381	I am opposed ☐

Signature: _____

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-41

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.

JUL 9 AM10:14

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

Requestor's Property Zoning:	HI	Your Name:	HIT VENTURES LLC	I am in favor ☑
Requestor's Proposed Zoning:	HC	Your Address:	2258 S TREADAWAY BL	
Requestor's Parcel ID:	43945	Your Parcel ID:	109554	I am opposed ☐

Signature: Harley Burnett

REZONE REQUEST

Case: Z-2026-41

Agent: Shkelqim Nokshiqi

Request: Change the zoning of approximately 0.32 acres from Heavy Industrial (HI) to Heavy Commercial (HC).

Location: Located 2202 Butternut Street.

Notification: 5 in Favor, 0 in Opposition

Planning & Zoning: July 7, 2026

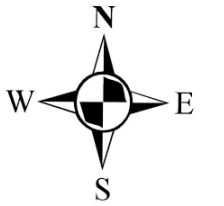
Council Hearing: July 23, 2026

August 13, 2026

CITY OF ABILENE TEXAS

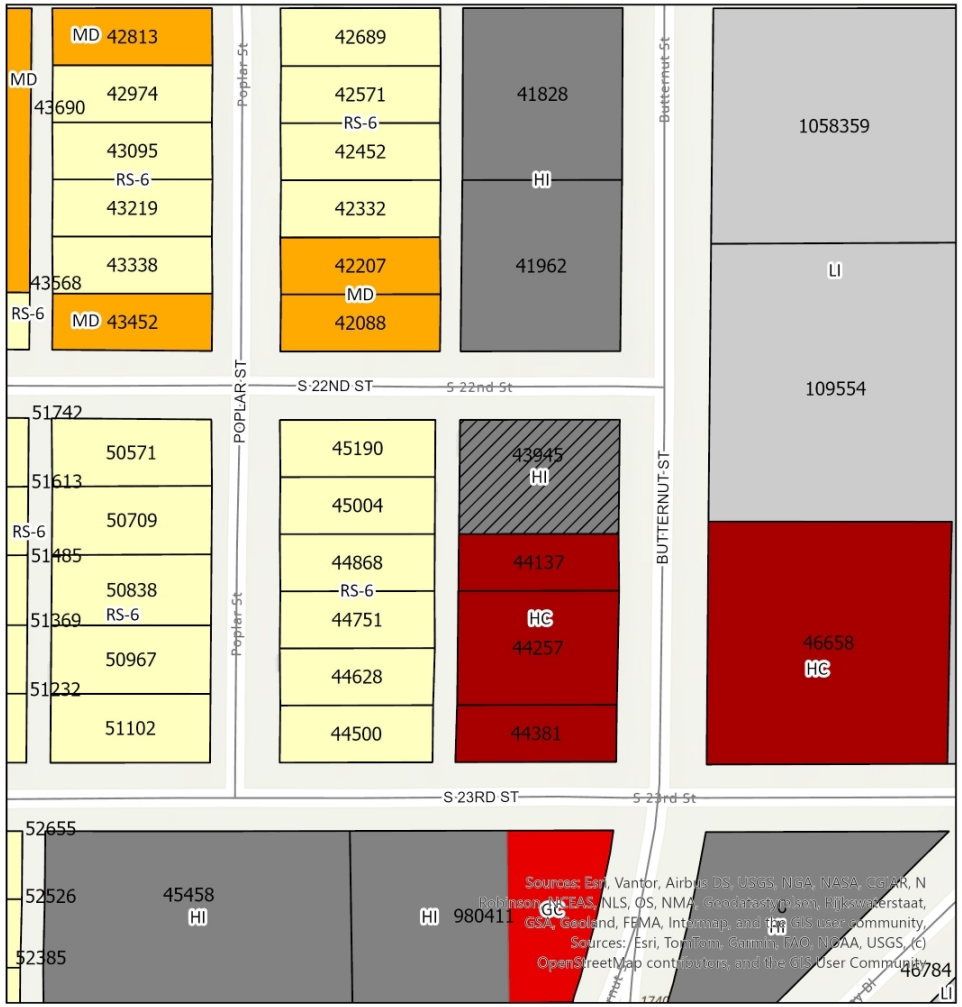
AERIAL LOCATION MAP





CITY OF ABILENE TEXAS

ZONING MAP





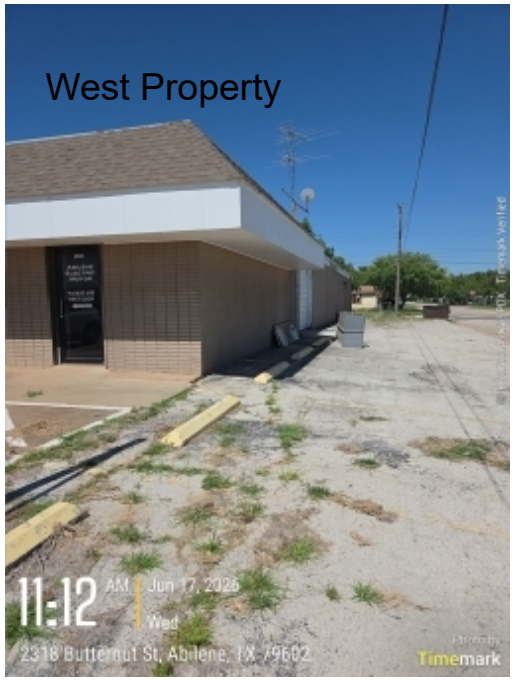
Z-2026-41

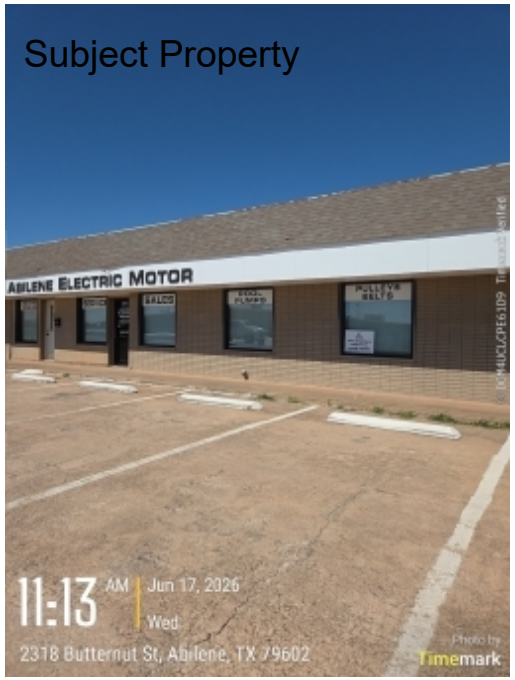
Zoning Districts

- GC
- HC
- HI
- LI
- MD
- RS-6

CITY OF ABILENE TEXAS

PROPERTY VIEWS









CITY OF ABILENE TEXAS

USES IN HEAVY INDUSTRIAL ZONING

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	ATM's, Self-Serve Kiosks, and Similar Facilities
TP	Field Office or Construction Office (temporary)
P	Freight Container
P	Manufacturing (incidental)
C	Mobile Home (permanent security residence)
TP	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
P	Recycling Collection Point
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

P	Adult Entertainment Enterprise
C	Motorized Racing

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Fire/Police Station
P	Homeless/Emergency Shelter
P	Post Office
P	Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

P	Church or Place of Worship
P	Educational and Scientific Research
P	School: Public/Private

SERVICE:

P	Contractor Services
P	Recycling Collection and Processing Center
P	Scales (public)
P	Wrecker/Towing

TRADE – RETAIL USES:

P	Head Shop
C	Scrap and Waste Material

TRADE – WHOLESALE USES:

C	Livestock – Wholesale or Auction
P	Wholesaling and Storage (indoor)
P	Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
P	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Pressure Control Station
P	Public Utility Facility
P	Railroad Switching and Marshaling Yard
P	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Mining
P	Petroleum or Gas Well
P	Liquor
P	Manufacturing (light)
P	Manufacturing (heavy)
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 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:

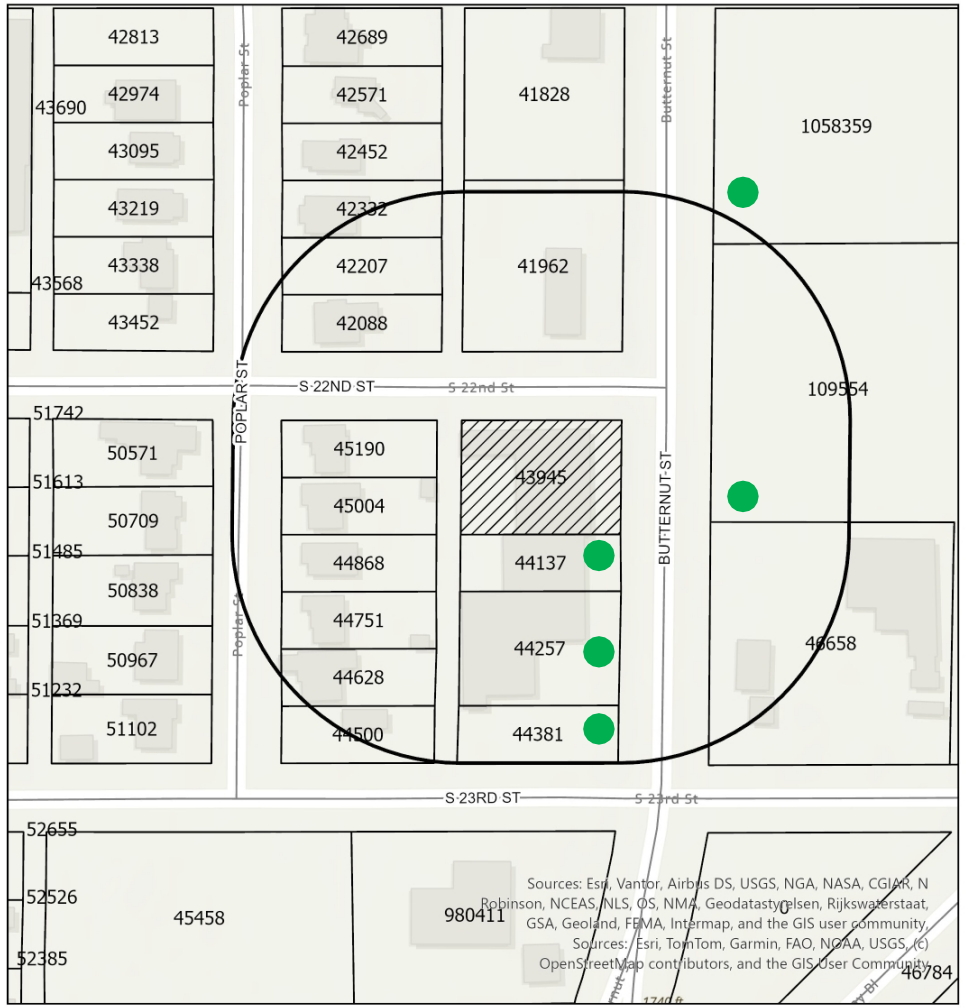
P	Petroleum or Gas Well
C	Manufacturing (light)
P	Urban Garden

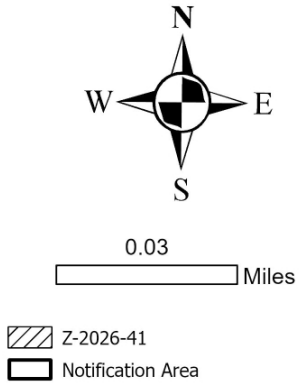
LEGEND

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

NOTIFICATION AREA MAP





5 - 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 OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
7/23/2026

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

ITEM: **16. Ordinance (First Reading) Z-2026-42: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 7.59 Acres from A Planned Development District (PDD-53) to Office (O). Located at 6550 Directors Parkway. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City limits in 1980 and was rezoned to a Planned Development District (PDD-53) in 1993. Planned Development District (PDD-53) has a base zoning of Office (O) with specific modifications of height and setbacks.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Ordinance
2. Z-2026-42 - Staff Report
3. 2026-42
4. PDD-53
5. Z-2026-42 - Presentation

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 7/21/2026

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 23rd 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 13th day of August, 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 13th day of August, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

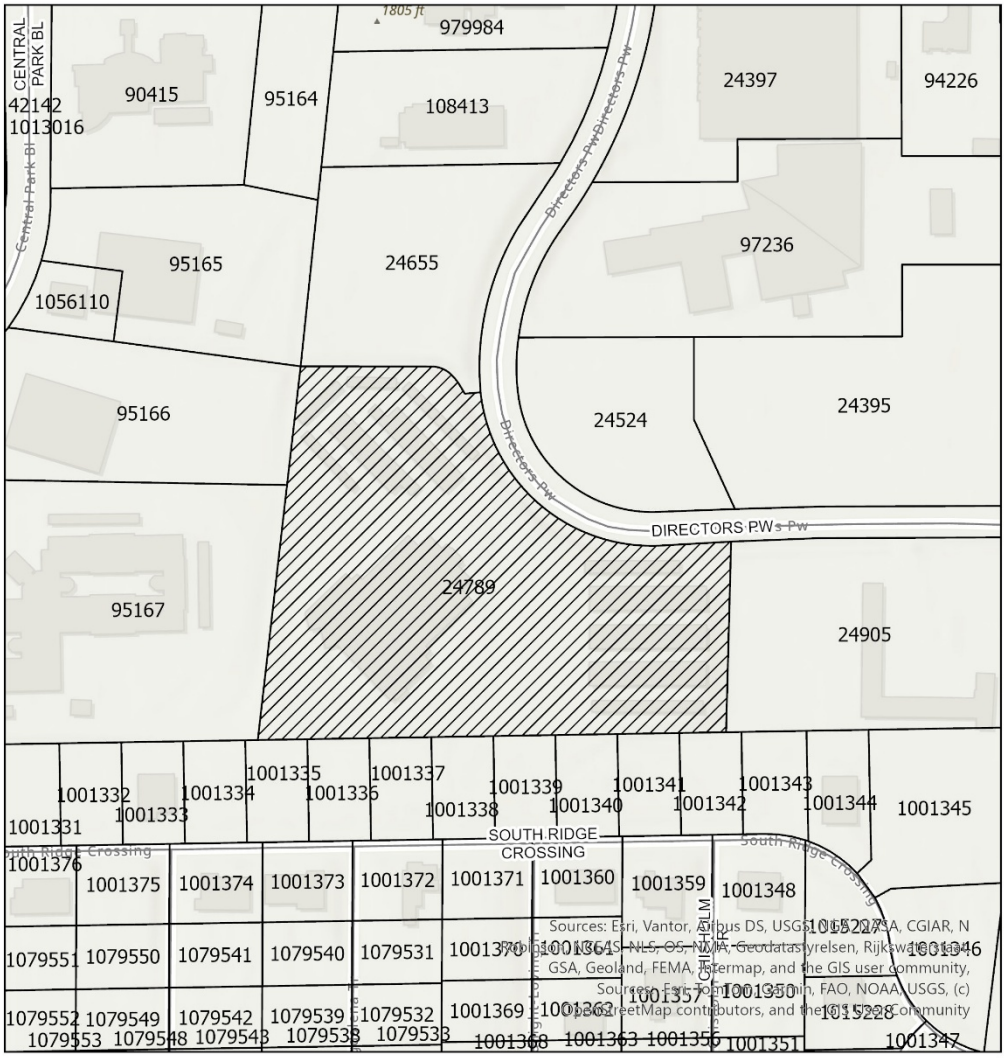
ORDINANCE NO. _____

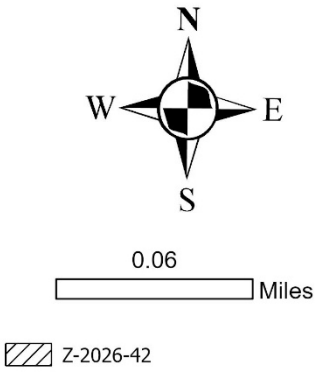
EXHIBIT A

Change the zoning of approximately 7.59 acres from a Planned Development District (PDD-53) to Office (O).

Legal description being Lot 2, Block B, Antilley Square Addition Section 1, Abilene, Taylor County, Texas.

Located at 6550 Directors Parkway.





END

ZONING CASE
Z-2026-42
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 7, 2026
City Council 1st Reading: July 23, 2026
City Council 2nd Reading: August 13, 2026

Applicant
Agent: Justin Allen
Owner: Funeral Directors Life

Case Manager
Kera Valois – Planner

Request
Change the zoning of approximately 7.59 acres from a Planned Development District (PDD-53) to Office (O).

Location
Located at 6550 Directors Parkway. Legal description being Lot 2, Block B, Antilley Square Addition Section 1, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City limits in 1980 and was rezoned to a Planned Development District (PDD-53) in 1993. Planned Development District (PDD-53) has a base zoning of Office (O) with specific modifications of height and setbacks.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	PDD-53	Vacant
East	GC	Hotel
South	RS-8	Residential
West	PDD-53	Senior Living

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

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

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

The proposed zoning would be appropriate as it would be consistent with the surrounding uses.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
This property has access to adequate utilities.

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

Planning & Zoning 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

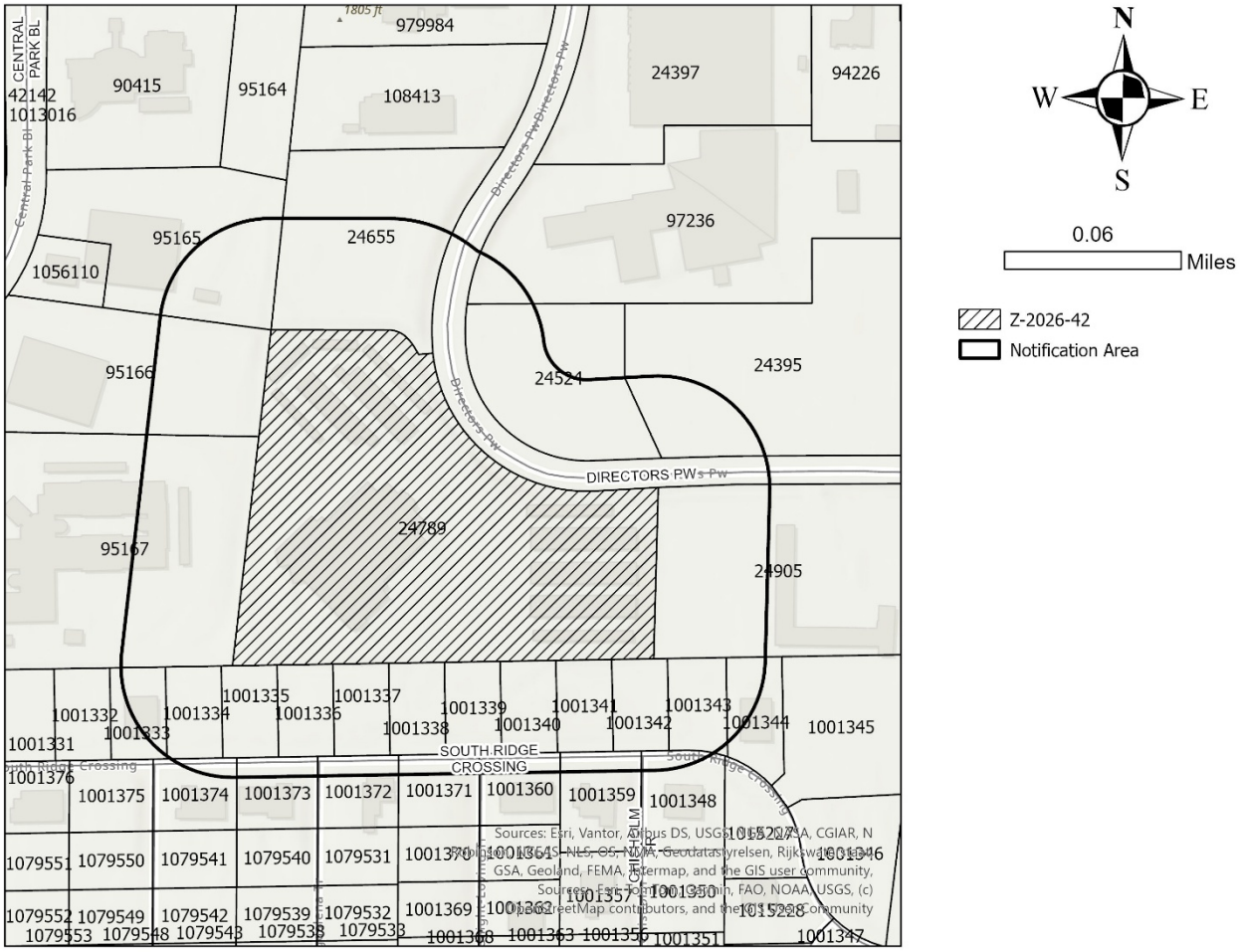
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
6565 CENTRAL PARK BLVD PROPCO LLC	95167	6565 CENTRAL PARK BL	
6565 CENTRAL PARK BLVD PROPCO LLC	95167	6568 CENTRAL PARK BL	
79606 LLC	1001344	1650 SOUTH RIDGE CROSSING	
ACOM REAL ESTATE LLC	95166	6449 CENTRAL PARK BL	
AFMA ABILENE PROPERTIES LLC	95165	6417 CENTRAL PARK BL	
CARNOHAN CHRISTOPHER PATRICK &	1001373	1909 SOUTH RIDGE CROSSING	
CONFIDENTIAL OWNER	1001374	1917 SOUTH RIDGE CROSSING	
ENKAI LLC	1001371	1809 SOUTH RIDGE CROSSING	
FFOSTER MICHAEL A & ALEXANDRA I	1001348	1709 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001339	1802 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001337	1818 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001341	1718 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001334	1918 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001340	1726 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001343	1702 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001338	1810 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001335	1910 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001336	1902 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001342	1710 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	24789	6550 DIRECTORS PW	
FUNERAL DIRECTORS LIFE INS CO	24524	6501 DIRECTORS PW	
FUNERAL DIRECTORS LIFE INS CO	24395		
FUNERAL DIRECTORS LIFE INS CO	24655	6450 DIRECTORS PW	
GROBAN JUSTIN & REBECCA	1001372	1817 SOUTH RIDGE CROSSING	Returned
JEMORRIS VENTURES LLC	1001360	1733 SOUTH RIDGE CROSSING	

NFA HENDRICK SPV LLC	97236	6399 DIRECTORS PW	
NFA HENDRICK SPV LLC	97236	6401 DIRECTORS PW	
ROBIRDS ERIC & JESSIC	1001333	2002 SOUTH RIDGE CROSSING	
SIDDHIDHATA ENTERPRISES INC	24905	6550 HWY 83-84	
TRINH TRACIE	1001359	1717 SOUTH RIDGE CROSSING	

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

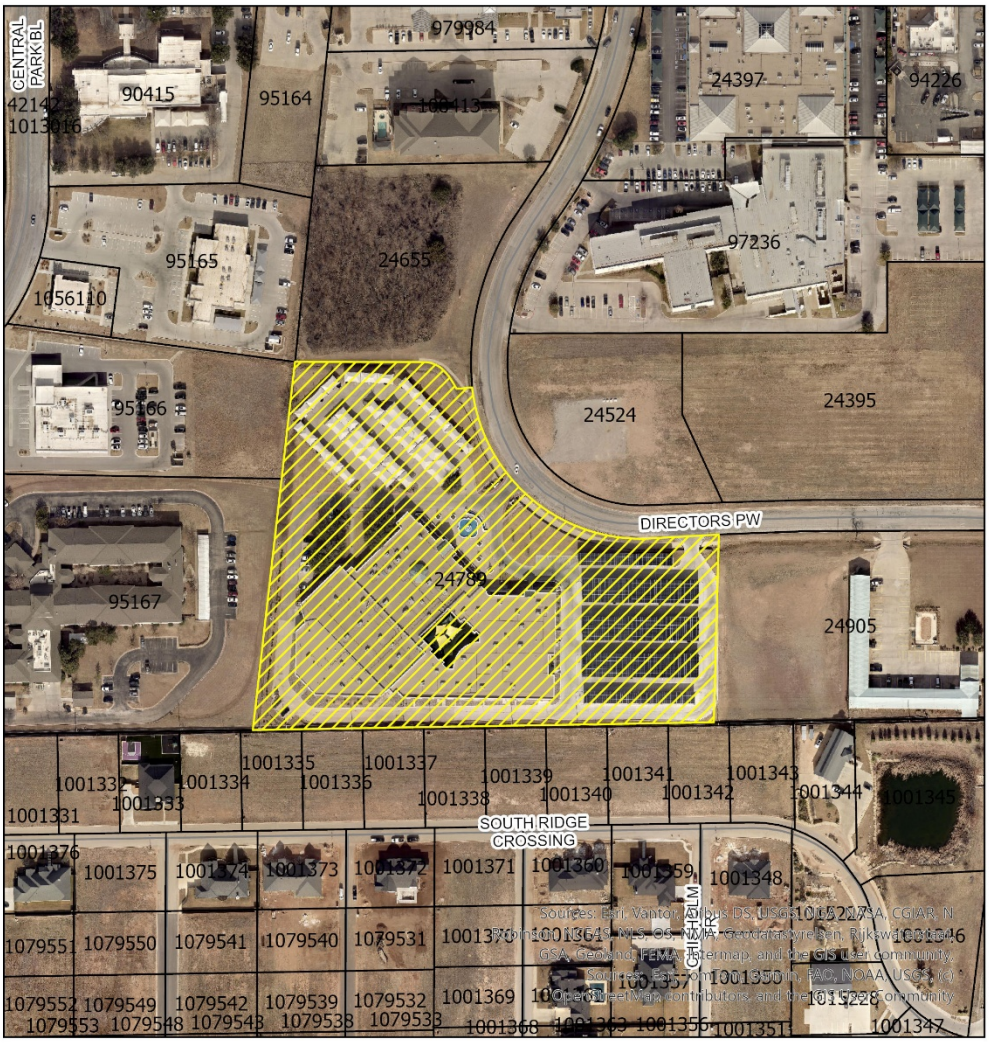
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
FUNERAL DIRECTORS LIFE INS CO	24395		
FUNERAL DIRECTORS LIFE INS CO	24524	6501 DIRECTORS PW	
FUNERAL DIRECTORS LIFE INS CO	24655	6450 DIRECTORS PW	
FUNERAL DIRECTORS LIFE INS CO	24789	6550 DIRECTORS PW	
SIDDHIDHATA ENTERPRISES INC	24905	6550 HWY 83-84	
AFMA ABILENE PROPERTIES LLC	95165	6417 CENTRAL PARK BL	
ACOM REAL ESTATE LLC	95166	6449 CENTRAL PARK BL	
6565 CENTRAL PARK BLVD PROPCO LLC	95167	6565 CENTRAL PARK BL	
6565 CENTRAL PARK BLVE PROPCO LLC	95167	6568 CENTRAL PARK BL	
NFA HENDRICK SPV LLC	97236	6399 DIRECTORS PW	
NFA HENDRICK SPV LLC	97236	6401 DIRECTORS PW	
ROBIRDS ERIC & JESSICA	1001333	2002 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001334	1918 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001335	1910 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001336	1902 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001337	1818 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001338	1810 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001339	1802 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001340	1726 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001341	1718 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001342	1710 SOUTH RIDGE CROSSING	
FUNERAL DIRECTORS LIFE INS CO	1001343	1702 SOUTH RIDGE CROSSING	
79606 LLC	1001344	1650 SOUTH RIDGE CROSSING	
FOSTER MICHAEL A & ALEXANDRA I	1001348	1709 SOUTH RIDGE CROSSING	
TRINH TRACIE	1001359	1717 SOUTH RIDGE CROSSING	
JEMORRIS VENTURES LLC	1001360	1733 SOUTH RIDGE CROSSING	
ENKAI LLC	1001371	1809 SOUTH RIDGE CROSSING	
GROBAN JUSTIN & REBECCA	1001372	1817 SOUTH RIDGE CROSSING	Returned
CARNOHAN CHRISTOPHER PATRICK &	1001373	1909 SOUTH RIDGE CROSSING	
CONFIDENTIAL OWNER	1001374	1917 SOUTH RIDGE CROSSING	

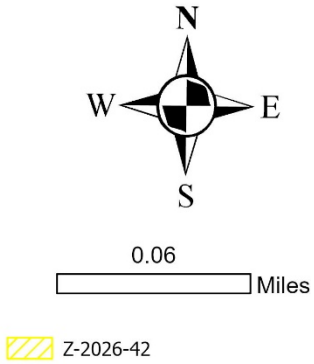
NOTIFICATION MAP



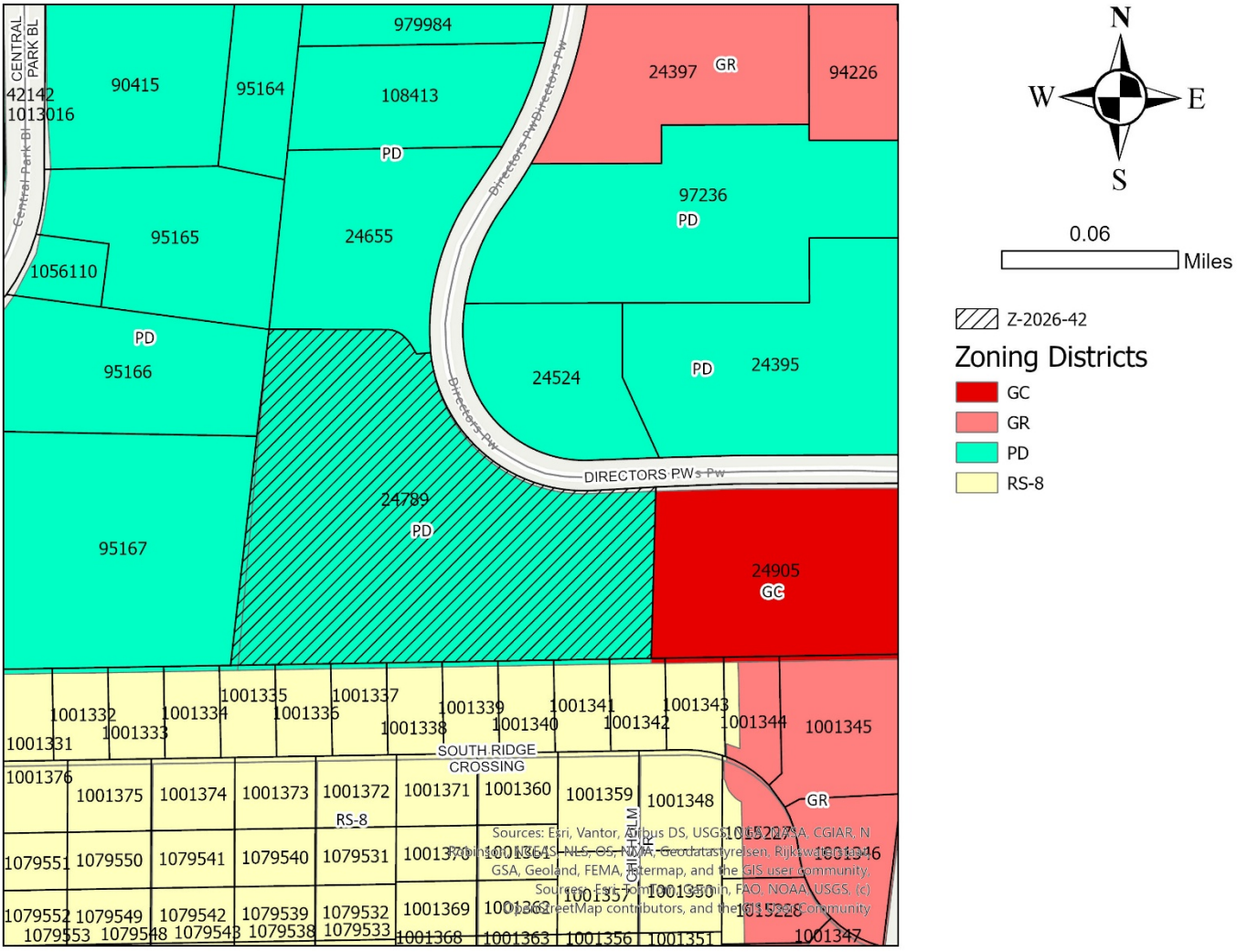
Case # Z-2026-42
July 13, 2026

LOCATION MAP



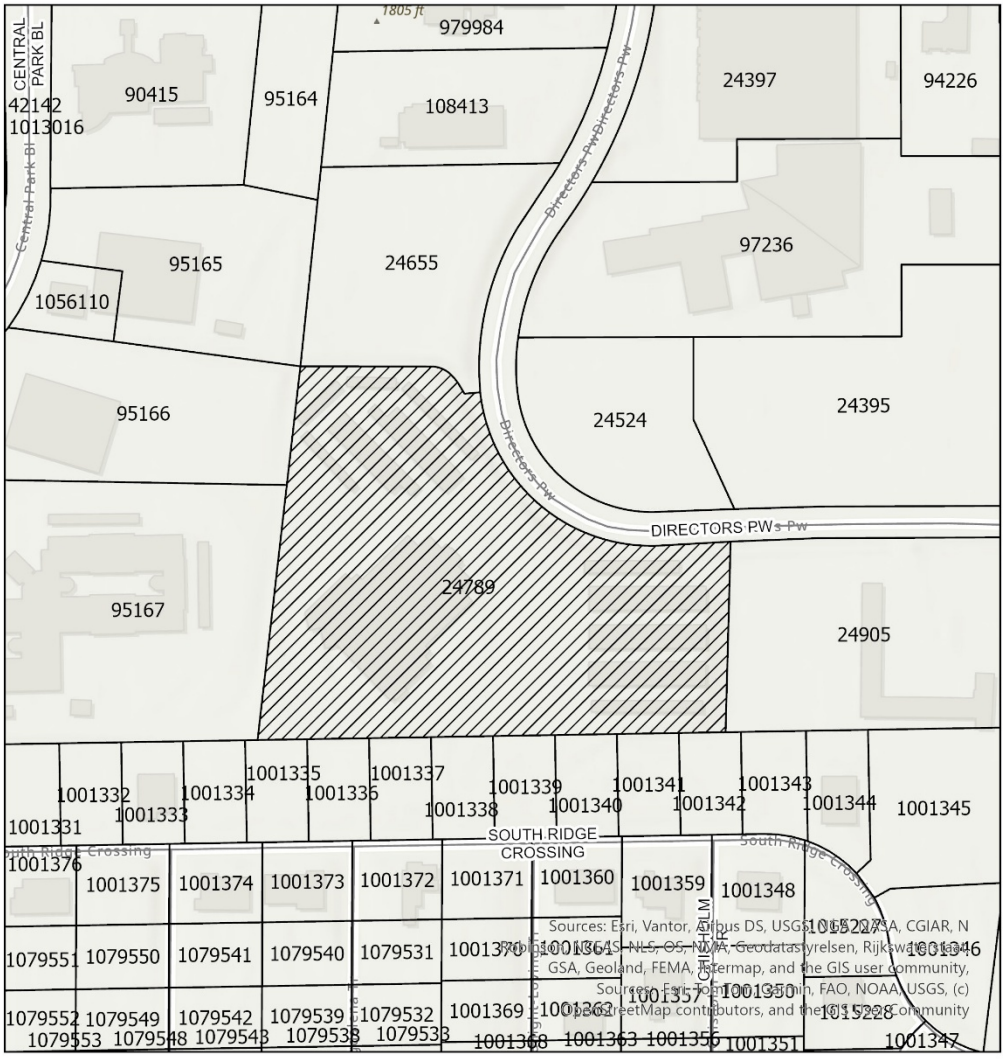


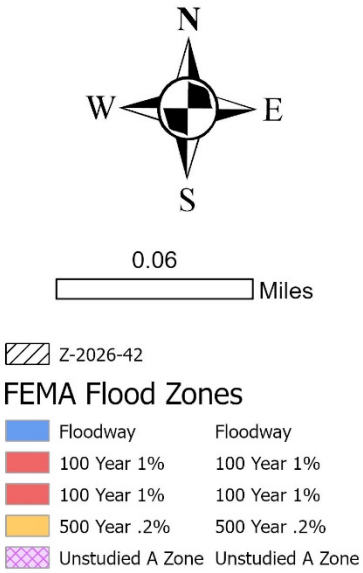
ZONING MAP



Case # Z-2026-42
July 13, 2026

FLOOD MAP


1805 ft
979984
CENTRAL PARK BL
42142
1013016
90415
95164
108413
24397
94226
Central Park Bl
95165
24655
97236
1056110
Directors Pw
95166
24524
24395
DIRECTORS PW
24789
95167
24905
1001331
1001332
1001333
1001334
1001335
1001336
1001337
1001338
1001339
1001340
1001341
1001342
1001343
1001344
1001345
SOUTH RIDGE CROSSING
South Ridge Crossing
1001376
1001375
1001374
1001373
1001372
1001371
1001360
1001359
1001348
1079551
1079550
1079541
1079540
1079531
1001370
1001361
1001357
1001350
1079552
1079549
1079542
1079539
1079532
1001369
1001363
1001356
1001351
1001347
1079553
1079548
1079543
1079538
1079533
1001368
Sources: Esri, Vantor, Airbus DS, USGS, NGA, CGIAR, N
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
Z-2026-42
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

The current use of the property is an office, which is a permitted use within the Office (O) zoning district. The existing carports are considered accessory structures, which are permitted a use in the Office (O) zoning district. The primary differences between PDD-53 and Office (O) zoning are the development standards for setbacks and building height.

PDD-53 Specifications:

- Base zoning Office (O)
- Maximum Height – 30 feet or two stories
- Minimum front setback – 25 feet
- Minimum side setback for interior property lines – 15 feet
- Minimum side setback from property boundary lines – 25 feet
- Minimum rear setback – 25 feet

Office (O) Zoning Specifications:

- Front setback – 25 feet
- Interior side setback – 10 feet; abutting AO or Residential – 20 feet
- Rear setback – 10 feet; abutting AO or Residential – 20 feet
- No maximum height requirement

ORDINANCE NO. 26-1993

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD #53 PLANNED DEVELOPMENT DISTRICT; 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, Subpart E, known as the Zoning Ordinance 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.

PASSED ON FIRST READING this 13 day of May A.D. 19 93.

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 2 day of May, 19 93, 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 9:00 a.m., on the 27 day of May, 1993, 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 27 day of May, A.D. 19 93.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

00151

CITY ATTORNEY

ORDINANCE NO. 26-1993

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 the owner thereof, 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 District shall be in accordance with the 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 District and are hereby incorporated by reference and included as part of this ordinance. Site Plan is attached as Exhibit B.

Further, all agreements, provisions, or covenants which govern the use, maintenance, and continued protection of this P.D.D. are hereby incorporated by reference and included as part of this ordinance.

All use and development within the Planned Development District 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 District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Subpart E, Abilene Municipal Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From RM-2 (Residential Multi-Family) District to PDMX (Planned Development Mixed Use) District.

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.

00152

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

Lot 2, Block B, Section 1, Antilley Square Addition, Abilene, Taylor County, Texas.

PART 6: Purpose: The purpose of the Planned Development district is to provide space for commercial development on available land, while at the same time achieving the following objectives:

A. Help improve the overall appearance of commercial use at this location.

B. Ensure a degree of environmental quality that is compatible with the surrounding areas.

PART 7: Specifications:

A. Use and development of land shall conform to the general layout of structures and improvements as indicated by the attached Site Plan (Exhibit B).

1. The structure planned for office use shall conform with regulations applicable to Office (o) zoning classifications with the following exceptions:

a. The maximum height for an office structure shall be 30 feet or two stories, whichever is less.

b. Office structures shall be set back from property boundary lines a minimum of 25 feet at the front and a minimum of 15 feet from interior property lines.

c. Signage for the office area shall conform to the City's Sign Regulations pertaining to signs in Office districts.

d. Outdoor storage of material, inventory, and equipment shall be prohibited on the front half of the lot.

2. Warehousing and storage uses, accessory to the office uses, shall be allowed only on the rear portion of the lot. Use and development in this area shall conform to the following specifications:

a. The maximum height of all structures shall be 30 feet or 2 stories, whichever is less.

00153

b. All buildings or structures shall be set back from property boundary lines the following distances:

Rear -- 25 feet
Side -- 25 feet

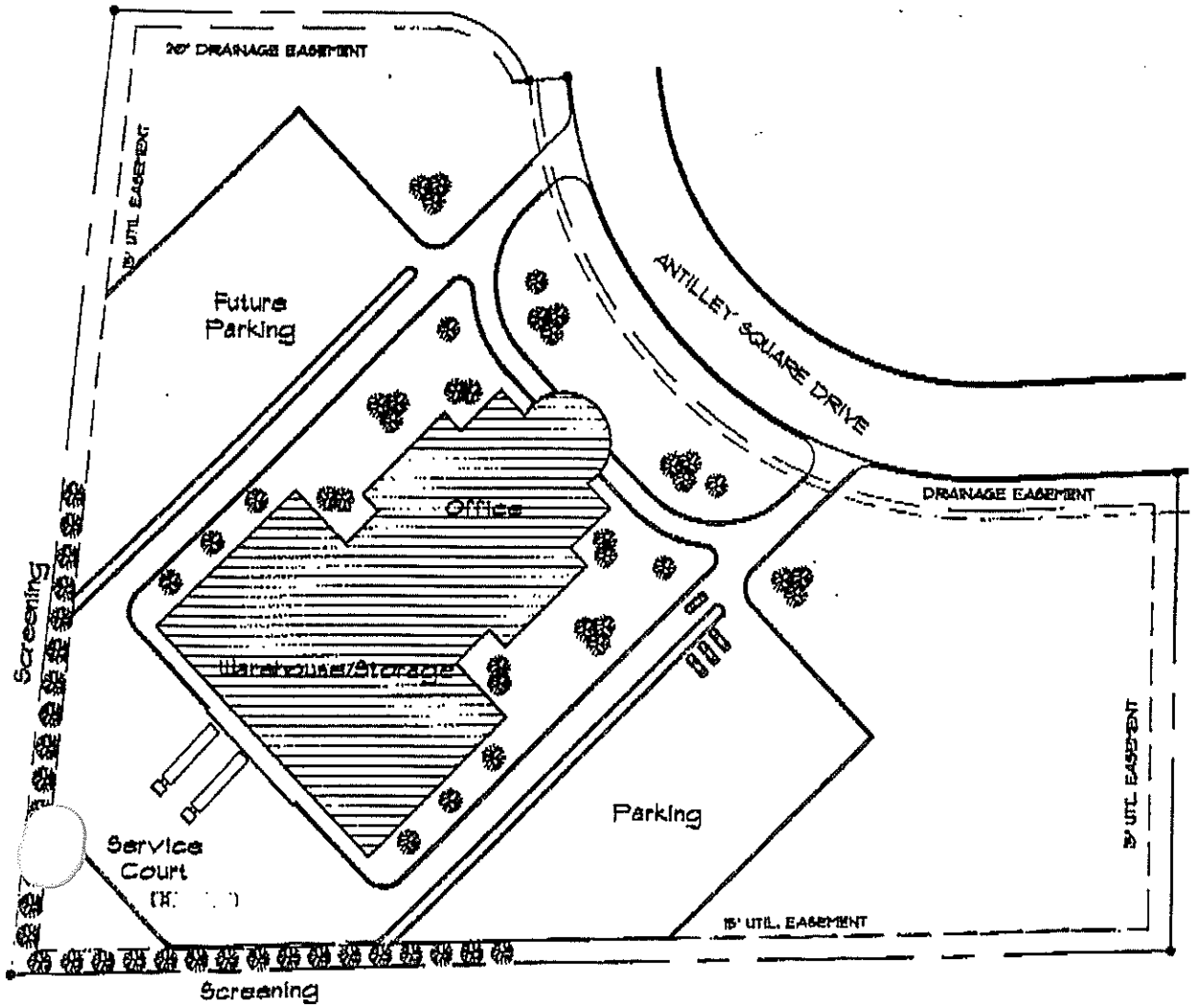
c. Along the west and south property lines, as indicated on the site plan, landscape screening shall be accomplished by use of berming, fences, walls, shrubs, trees, bushes, or similar means, provided the screening effect closely resembles that furnished by an opaque wall or fence at least six feet in height.

PART 8: Resubdivision: Resubdivision of any or more lots represented on the site plan (attached as Exhibit B) shall be undertaken in conformance with Subdivision Regulations of the City of Abilene applicable at the time of resubdivision. Amendment of this Planned Development ordinance shall not be necessary for resubdivision; however, above-described regulations regarding use and development shall remain applicable to the lots represented on the attached site plan, unless such regulations are modified by amendment to this ordinance.

00154

ORDINANCE NO. 26-1993

Exhibit "B"



N

SCHEMATIC SITE PLAN

00155

Z-01693

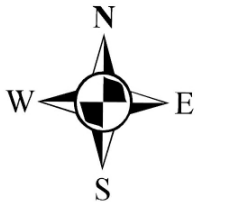
REZONE REQUEST

Case:	Z-2026-42
Agent:	Justin Allen
Owner:	Funeral Directors Life
Request:	Change the zoning of approximately 7.59 acres from a Planned Development District (PDD-53) to Office (O).
Location:	Located 6550 Directors Parkway
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	July 7, 2026
Council Hearing:	July 23, 2026
	August 13, 2026

CITY OF ABILENE TEXAS

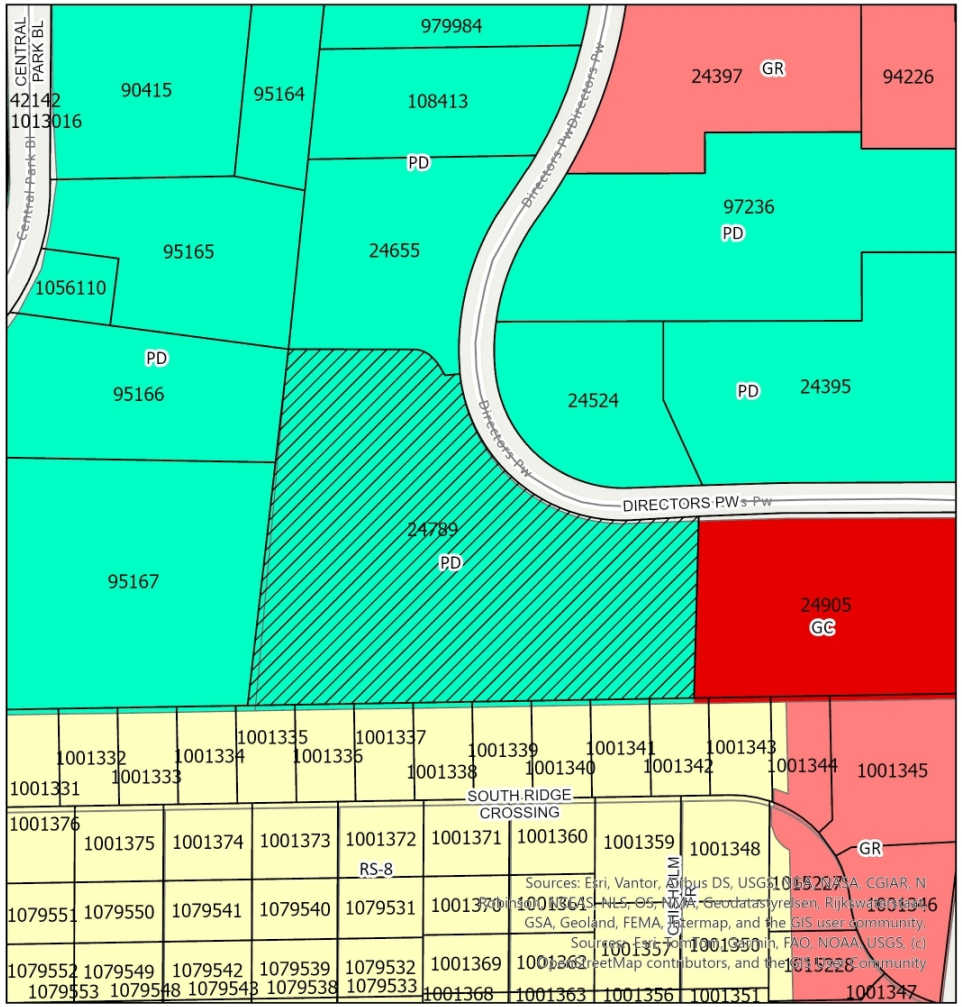
AERIAL LOCATION MAP

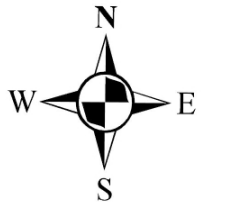




CITY OF ABILENE TEXAS

ZONING MAP





Z-2026-42

Zoning Districts

- GC
- GR
- PD
- RS-8

CITY OF ABILENE TEXAS

PROPERTY VIEWS









CITY OF ABILENE TEXAS

USES IN OFFICE ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Fire/Police Station
C	Medical/Dental Laboratory
P	Post Office

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

P	Office (general, professional, financial)
P	Personal Services
C	Printing, Copying, Reproduction, Publishing

TRADE – RETAIL USES:

P	ATM's, Self-Serve Kiosks, and Similar Facilities
P/C	Restaurant, Fast Food
P/C	Restaurant, Standard

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Automobile Parking Lot or Structure - Commercial
C	Broadcast Studio
P	Public Utility Facility

RESOURCE PRODUCTION & EXTRACTION:

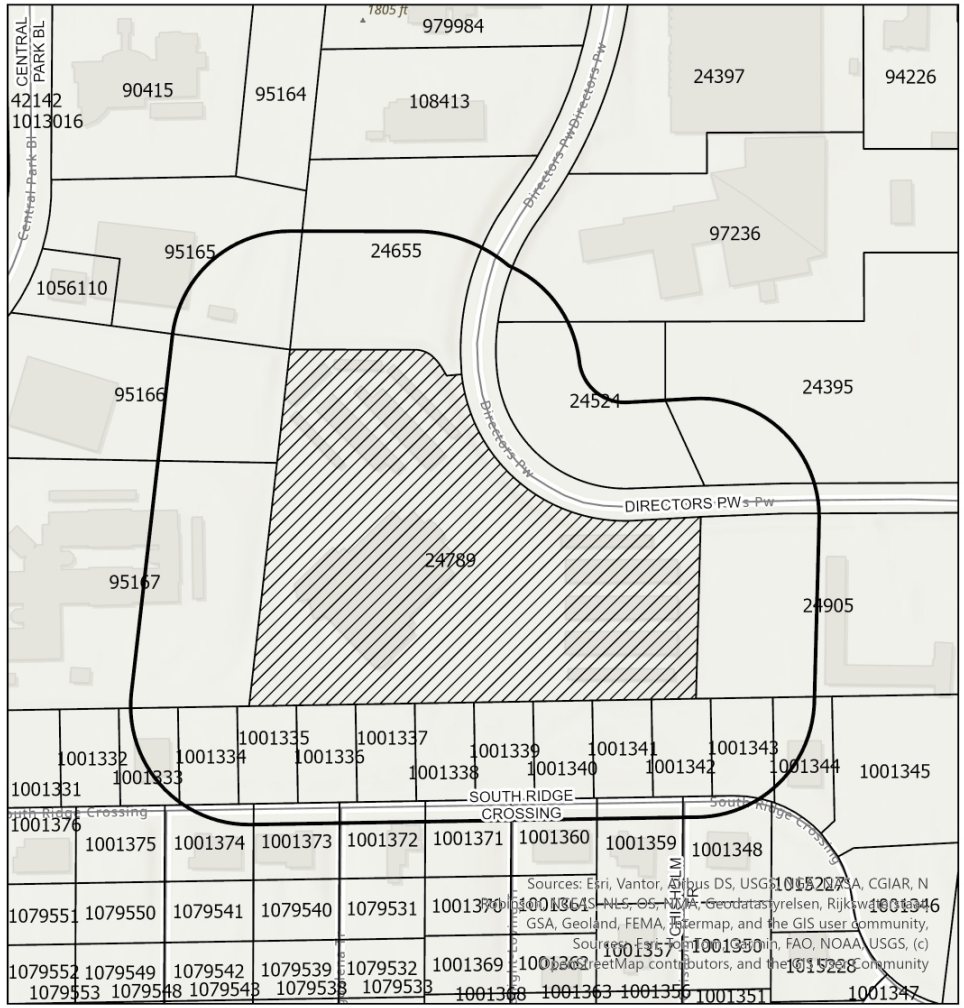
P	Petroleum or Gas Well
P	Urban Garden

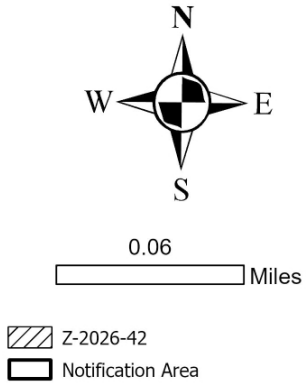
LEGEND

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 - 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
7/23/2026

TO: **Emily Crawford, City Manager**

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

ITEM: **17. Ordinance (First Reading) CUP-2026-09: Receive a Report, Hold a Discussion and Take Action on a Request from The Owner To Apply a Conditional Use Permit to Approximately 41.188 Acres Zoned Agricultural Open (AO) To Allow for A Recreational Vehicle Park. Located at 6702 East Lake Road.** ***(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City limits in 1983. The applicant is proposing 149 RV units on improved pads with full utility hookups.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission denied the request by a vote of 5-2. The applicant appealed on July 15.

ATTACHMENTS:

1. Ordinance
2. CUP-2026-09 - Staff Report
3. appeal request
4. Concept Plan
5. Plan of Operation
6. Favor - 6702 E Lake Rd
7. Opposition - 47 Poverty Point Circle - Not in 200' Buffer
8. Opposition - 1803 Aces Trail
9. Opposition - 1821 Aces Trail Letter of Opposition
10. Opposition - 1821 Aces Trail
11. Opposition - Lake Rock Trails Homeowners Association
12. Opposition - Petition
13. CUP-2026-09 - 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 23rd 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 13th day of August, 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 13th day of August, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Apply a Conditional Use Permit to allow a Recreation Vehicle Park in Agricultural Open (AO) zoning subject to the following conditions:

- Plan of Operation (Exhibit B)
- Concept Plan (Exhibit C)

Legal description as follows:

BEING A 41.188-ACRE TRACT OF LAND CUT OUT OF A 76.21-ACRE TRACT RECORDED IN VOLUME 234, PAGE 14, OFFICIAL PUBLIC RECORDS, JONES COUNTY, TEXAS OUT OF THE JOHN SELLERS SURVEY 76, JONES COUNTY, TEXAS.

BEGINNING AT A POINT BEING THE SOUTHEAST CORNER OF SAID LOT

THENCE N02°05’18”W 42.03 FEET ALONG THE EASTERN BOUND OF LAKE FT PHANTOM;

THENCE N61°14’27”E 264.31 FEET ALONG THE EASTERN BOUND OF LAKE FT PHANTOM;

THENCE N26°46’08” 192.31 FEET ALONG THE EASTERN BOUND OF LAKE FT PHANTOM;

THENCE N37°55’42”E 244.14 FEET ALONG THE EASTERN BOUND OF LAKE FT PHANTOM;

THENCE N13°52’28”W 183.04 FEET ALONG THE EASTERN BOUND OF LAKE FT PHANTOM;

THENCE N30°09’55”E 427.53 FEET ALONG THE EASTERN BOUND OF LAKE FT PHANTOM;

THENCE N64°27’08”E 146.20 FEET ALONG THE EASTERN BOUND OF LAKE FT PHANTOM;

THENCE S50°54’30”E 667.62 FEET ALONG THE NORTHERN 30-ACRE NEIGHBORING TRACT;

THENCE N89°54’49” 1550.00 FEET ALONG THE NORTHERN 30-ACRE NEIGHBORING TRACT;

THENCE S10°02’16”W 210.27 FEET ALONG THE EASTERN RIGHT-OF-WAY BOUNDARY OF EAST LAKE ROAD;

THENCE SOUTHERNLY ALONG SAID RIGHT-OF-WAY LINE OF EAST LAKE ROAD, A CURVE TO THE RIGHT HAVING A RADIUS OF 3879.83 FEET, AN ARC LENGTH OF 188.87 FEET, AND SUBTENDED BY A CHORD BEARING S09°50’53”W TO A POINT ON THE CURVE THAT SEPARATES THE SAID LOT FROM A 5-ACRE TO THE SOUTH;

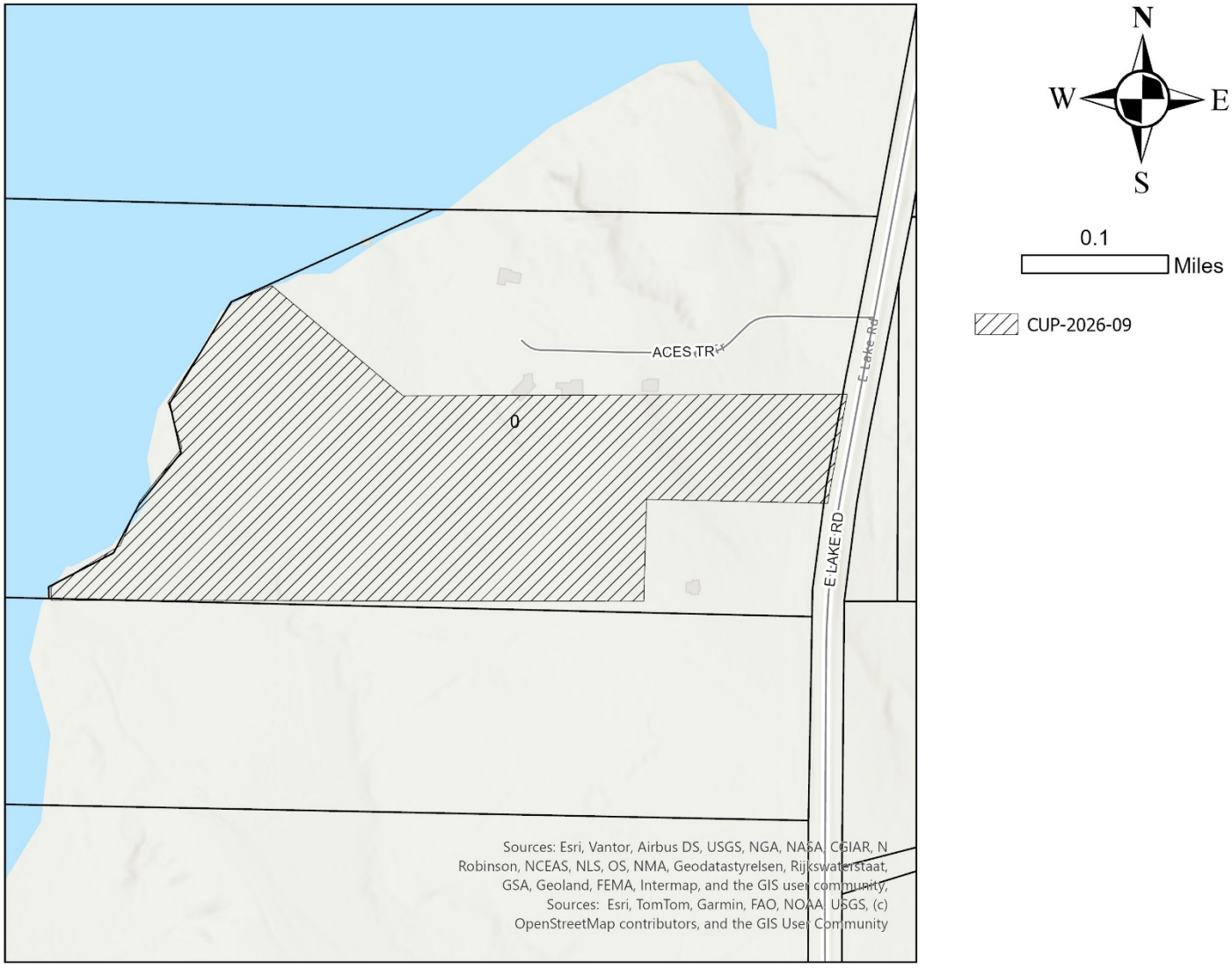
THENCE N89°38’47”W 626.20 FEET ALONG THE SOUTHERN 5-ACRE NEIGHBORING TRACT;

THENCE S03°59’49”W 349.97 FEET ALONG THE EASTERN 5-ACRE NEIGHBORING TRACT;

THENCE N89°38’44”W 2118.42 FEET ALONG THE SOUTHERN NEIGHBORING TRACT TO SAID POINT OF BEGINNING AND CONTAINING 41.188 ACRES OF LAND OR 1,794,149 SQUARE FEET MORE OR LESS.

Located at 6702 E Lake Road.

ORDINANCE NO. _____



ORDINANCE NO. _____

EXHIBIT B

Ft. Phantom RV Park PLAN OF OPERATION

6702 E. Lake Road, Abilene, Texas
Park Manager—David Dobbs
Park Owner—Dobbs Holdings LLC

Ft. Phantom RV Park will operate as a 24/7 recreational and long-term RV community located near Fort Phantom Hill Lake. The park is designed to provide a safe, quiet, and professionally managed environment for travelers, seasonal visitors, and long-term residents.

The park will include full-hookup RV sites, internal access roads with posted speed limits utility infrastructure, landscaped common areas, and controlled access for guests. Operations will support both short-term recreational stays and long-term occupancy.

Park amenities include laundry facilities, restrooms and showers, dog washing station, and nature trail.

A full-time Park Manager will reside on-site to oversee daily business operations, guest services, property maintenance coordination, and park security. The manager will provide 24-hour oversight, respond to emergencies, enforce park rules, and monitor park activity to maintain a safe and orderly environment.

The footprint of the RV Park where tenants will reside will not come within 300 feet of any housing on the North end of the park. Along the south boundary, the existing tree line will be preserved, maintained, and cultivated to provide natural screening, erosion control, wind protection, and visual enhancement.

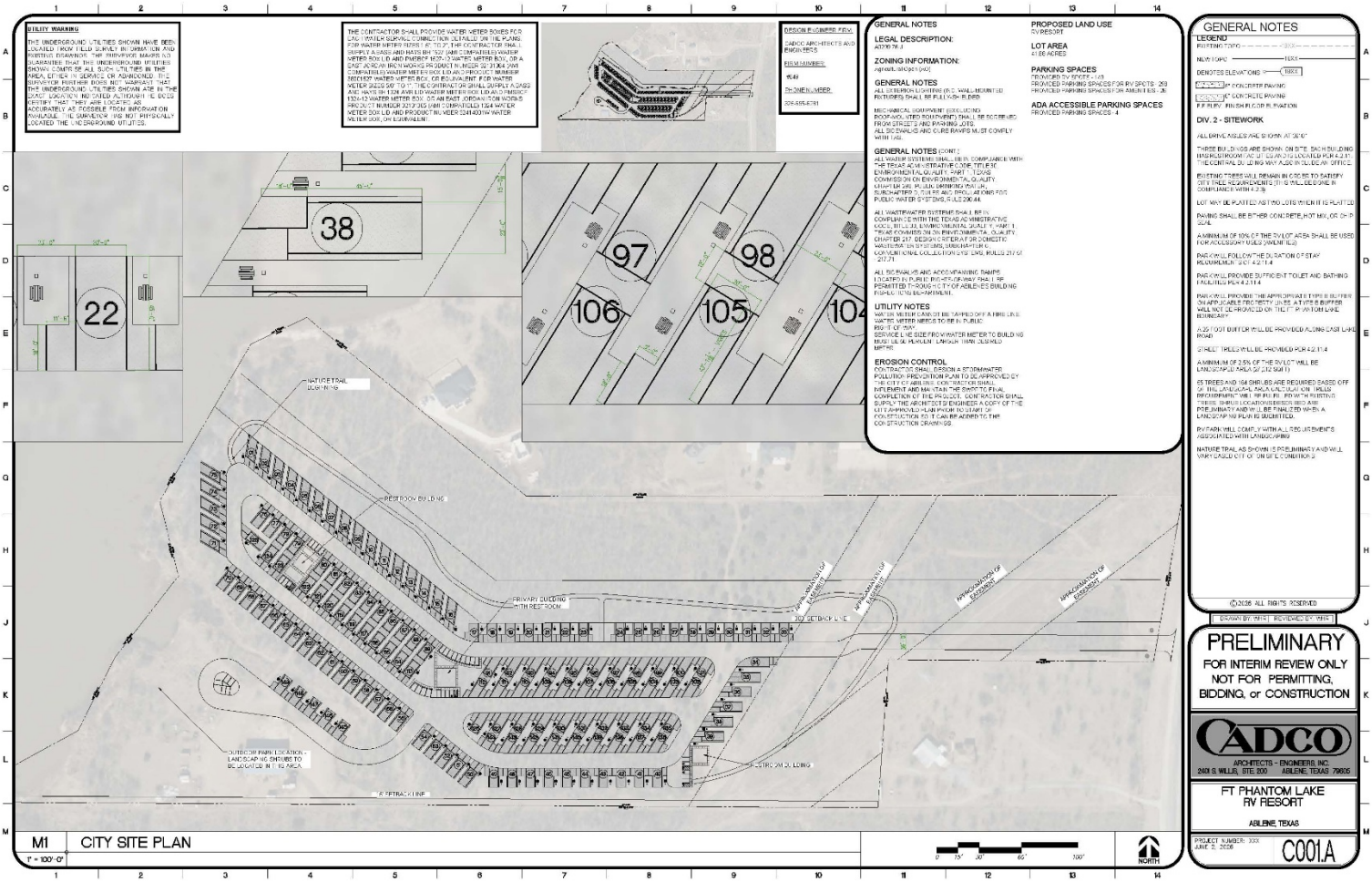
The park will maintain quiet hours from 10:00 PM to 7:00 AM and enforce speed limits, pet control requirements, and property maintenance standards. Security measures will include controlled access, exterior lighting, posted rules, and routine patrols by the on-site manager.

Utility services will include water, sewer, electrical hookups, trash collection, and internet service where available. Routine maintenance and inspections will be conducted to ensure proper operation of utilities, roads, landscaping, and common areas.

Ft. Phantom RV Park is intended to operate as a clean, secure, environmentally responsible RV community that supports both recreational tourism and long-term residency while preserving the natural landscape surrounding the lake area.

ORDINANCE NO. _____

EXHIBIT C



END

ZONING CASE CUP-2026-09 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 7, 2026
City Council 1st Read: July 23, 2026
City Council 2nd Read: August 13, 2026

Applicant
Owner: Dobbs Holdings LLC
Agent: Will Ratliff

Case Manager
Kera Valois – Planner

Request
A Conditional Use Permit to allow a Recreational Vehicle Park in Agricultural Open (AO) zoning.

Location
The subject property is located at 6702 E Lake Road. Legal description being approximately 41.19 acres out of a 76.21-acre tract out of the John Sellers Survey 76, Abilene, Jones County, Texas.

Background
The subject property was annexed into the City limits in 1983. The applicant is proposing 149 RV units on improved pads with full utility hookups. A Plan of Operation and Concept Plan are attached to the packet.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	RR-1	Residential
West	AO	Seabee Park
South	AO	Vacant Lot
East	AO	Abilene Gun Club/Residential

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

1. **The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**
   The proposed request is consistent with the Comprehensive Plan.
2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
   The proposed use is consistent with the requirements of Agricultural Open (AO).
3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**

The proposed use is compatible with surrounding uses. All required improvements will be addressed during the platting and site plan process.

4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
   The proposed use will generate additional pedestrian or vehicular traffic. Staff does not believe it will be hazardous or conflicting with the traffic capabilities on an arterial street.
5. **The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**
   Any roadway and/or traffic requirements will be addressed during the platting and site plan process.
6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
   The proposed use includes features to minimize adverse effects on surrounding properties. They will also be subject to all requirements in the Land Development Code which include landscaping, buffering, screening, and fencing.
7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**
   The proposed use is compatible with the surrounding zoning and uses at this location.

Planning & Zoning Recommendation
P&Z recommends **denial (5-2)**

The applicant appealed the request via email on July 15, 2026.

Attachments

- Concept Plan
- Plan of Operation
- PowerPoint Presentation
- Appeal Request

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

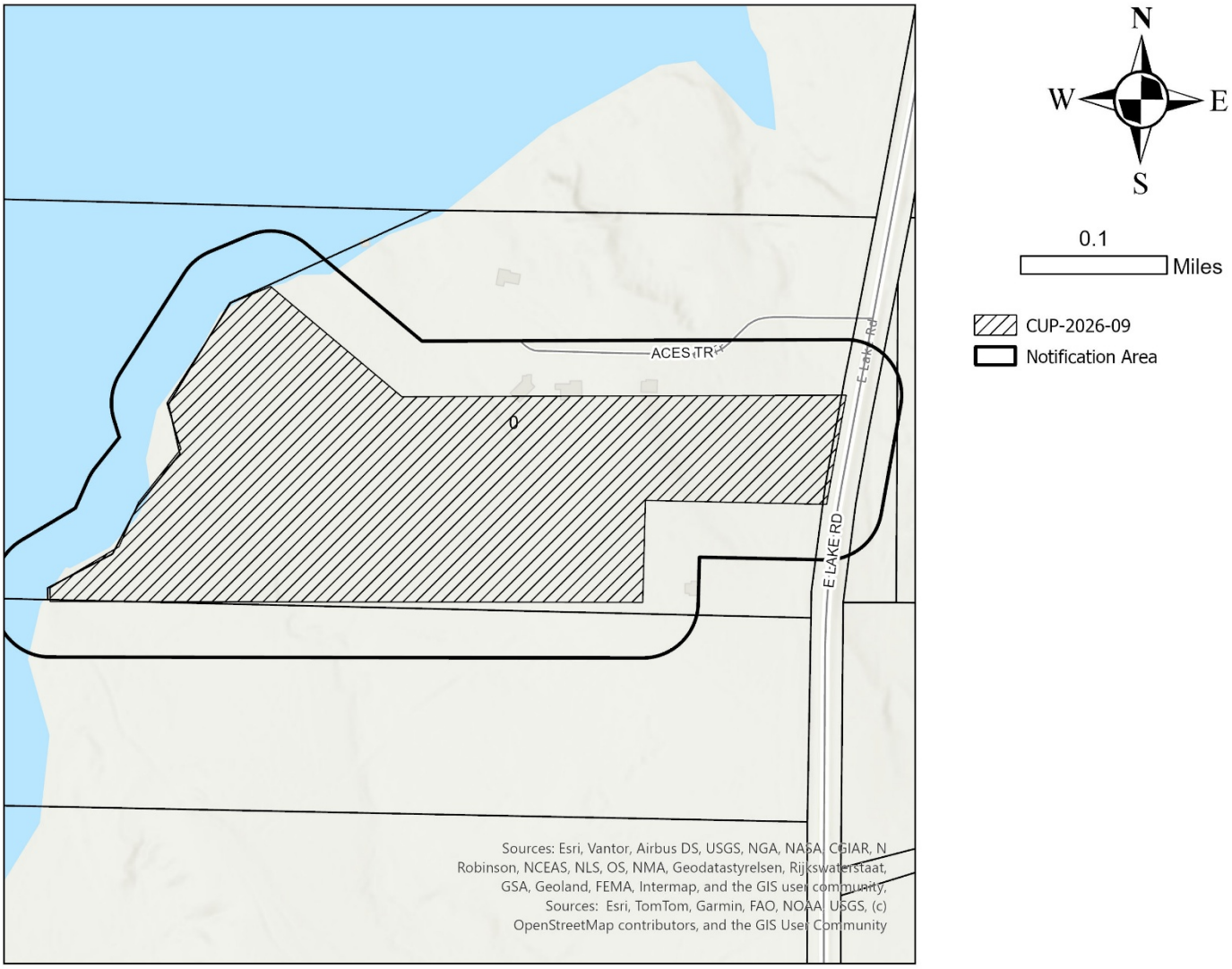
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE GUN CLUB	510024	6833 E LAKE RD	
ADKINS HABAKKUK & SAMANTHA	537838	1803 ACES TRAIL	O
BONNETT KOLIN & CHELSE	537834	1723 ACES TRAIL	
DELA ROSA RANDY	28747	6834 E LAKE RD	
KOPAS CORY M & ANGELIQUE R	537834	1729 ACES TRAIL	
MOORE LILLIE	21484	E LAKE RD	
RAY JOHN C & NATALIE R	537943	1821 ACES TRAIL	O

WEST JOE & DEBBIE E	537957	1835 ACES TRAIL	
WILHITE ROBERT D & JUDITH	536975	6702 E LAKE RD	F

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

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
MOORE LILLIE	21484	E LAKE RD	
DELA ROSA RANDY	28747	6834 E LAKE RD	
ABILENE GUN CLUB	510024	6833 E LAKE RD	
WILHITE ROBERT D & JUDITH	536975	6702 E LAKE RD	F
KOPAS CORY M & ANGELIQUE R	537834	1729 ACES TRAIL	
ADKINS HABAKKUK & SAMANTHA	537838	1803 ACES TRAIL	O
RAY JOHN C & NATALIE R	537943	1821 ACES TRAIL	O
BONNETT KOLIN & CHELSE	537955	1723 ACES TRAIL	
WEST JOE & DEBBIE E	537957	1835 ACES TRAIL	

NOTIFICATION MAP

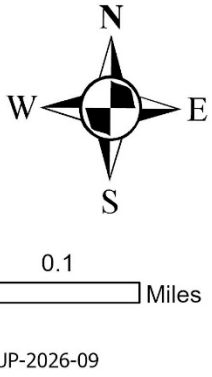


CONCEPT PLAN

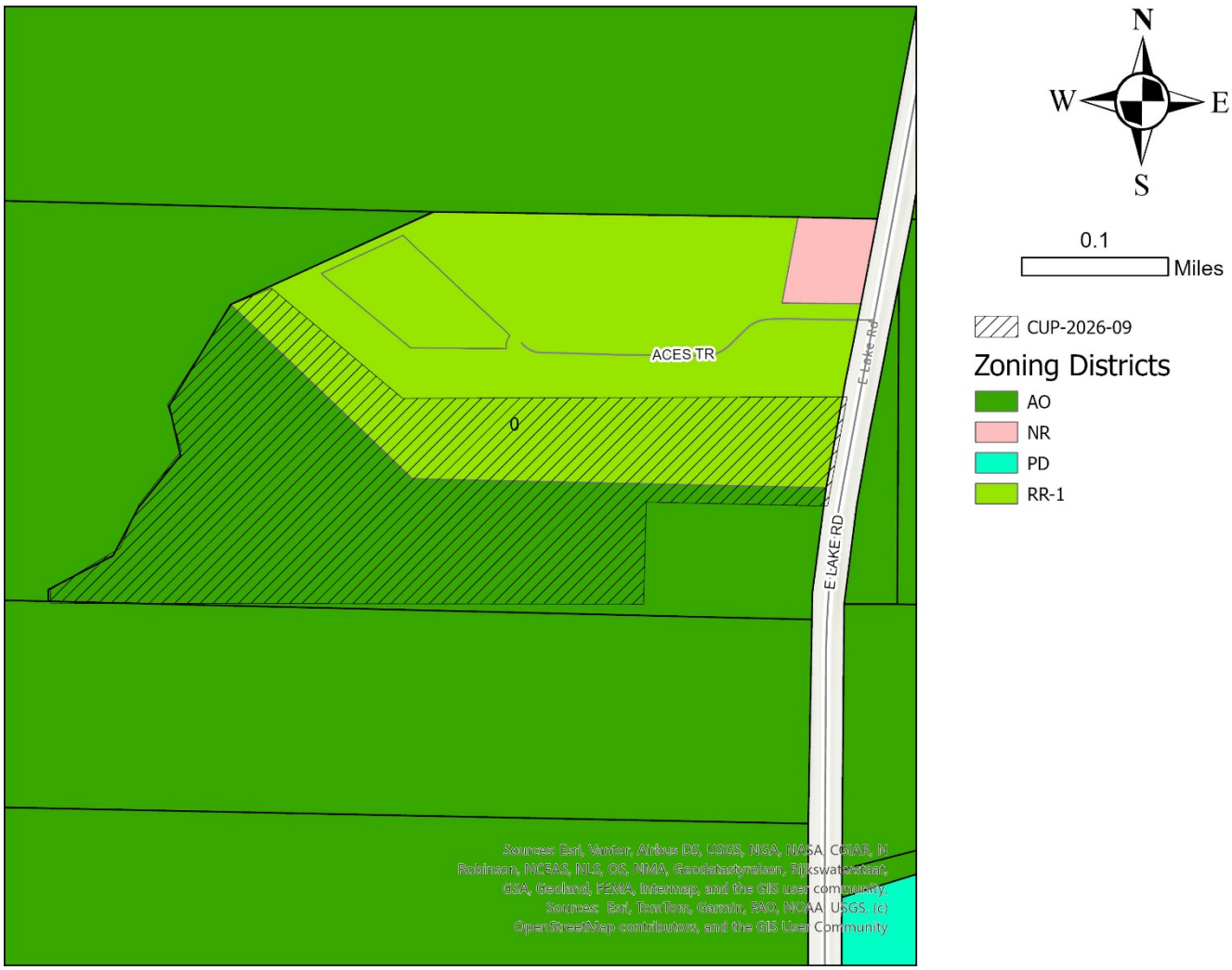
CITY SITE PLAN
PRELIMINARY
FOR INTERIM REVIEW ONLY
NOT FOR PERMITTING,
BIDDING, or CONSTRUCTION
CADCO
APC-ITECTS - ENGINEERS, INC
FT PHANTOM LAKE
RV RESORT
ABILENE TEXAS
C001.A
GENERAL NOTES
PROPOSED LAND USE
LOT AREA
PARKING SPACES
ADA ACCESSIBLE PARKING SPACES
GENERAL NOTES
UTILITY NOTES
EROSION CONTROL
22
38
106
97
105
98
104

LOCATION MAP

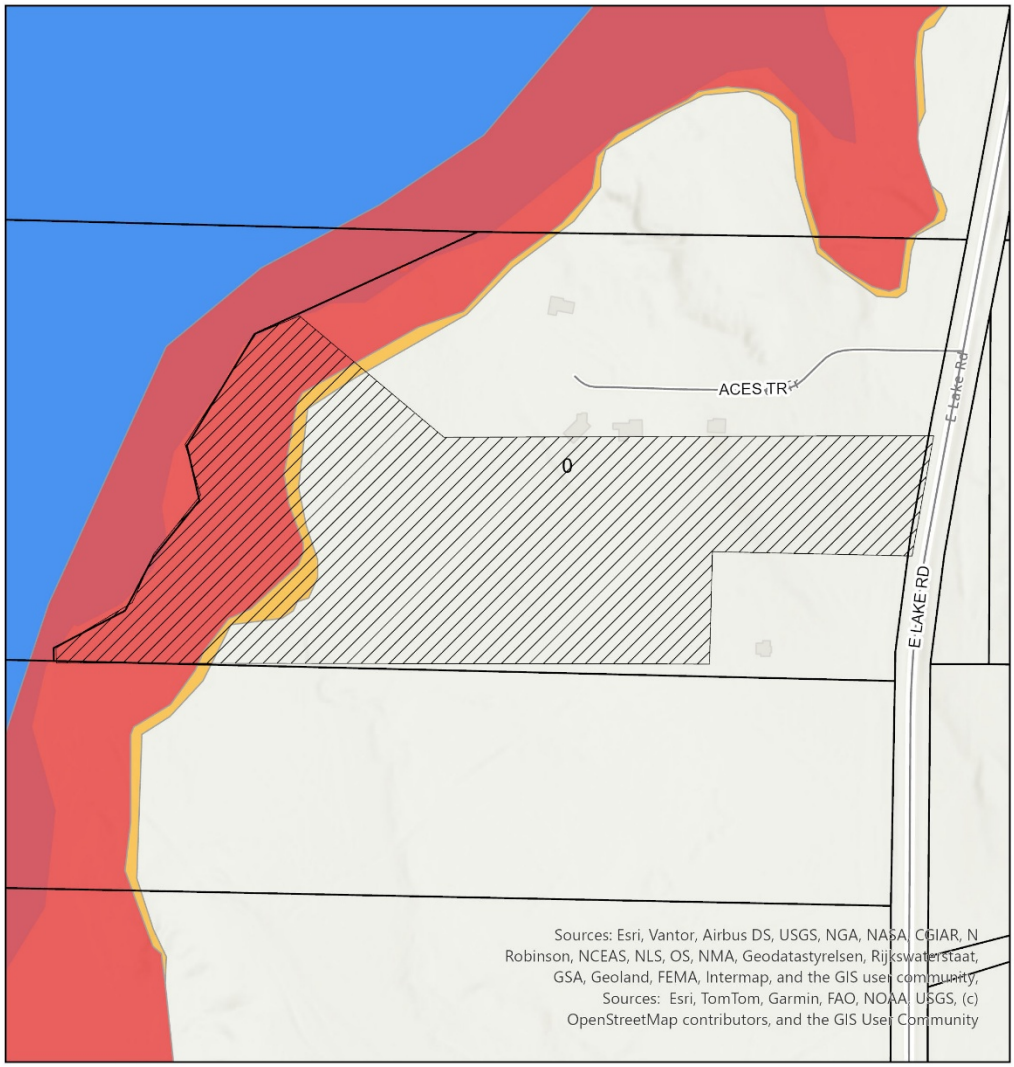


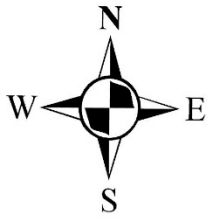


ZONING MAP


N
W
E
S
0.1
Miles
CUP-2026-09
Zoning Districts
AO
NR
PD
RR-1
ACES TR
0
E LAKE RD
E Lake Rd
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

FLOOD MAP





0.1 Miles

CUP-2026-09

FEMA Flood Zones

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

Outlook

Re: Appeal on ft phantom hill RV park

From Teegardin, Mason <Mason.Teegardin@abilenetx.gov>
Date Wed 7/15/2026 8:58 AM
To Littlejohn, Tim <Tim.Littlejohn@abilenetx.gov>; Valois, Kera <Kera.Valois@abilenetx.gov>

Yes

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Mason Teegardin
Planning Division Manager
City of Abilene
555 Walnut Street
Office: 325.676.6490
mason.teegardin@abilenetx.gov

From: Littlejohn, Tim <Tim.Littlejohn@abilenetx.gov>
Sent: Wednesday, July 15, 2026 8:44 AM
To: Valois, Kera <Kera.Valois@abilenetx.gov>; Teegardin, Mason <Mason.Teegardin@abilenetx.gov>
Subject: Re: Appeal on ft phantom hill RV park

Is Will the agent for him?

From: Valois, Kera <Kera.Valois@abilenetx.gov>
Sent: Wednesday, July 15, 2026 8:32 AM
To: Teegardin, Mason <Mason.Teegardin@abilenetx.gov>; Littlejohn, Tim <Tim.Littlejohn@abilenetx.gov>
Subject: Fw: Appeal on ft phantom hill RV park

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Kera Valois
Planner I
City of Abilene
555 Walnut Street
Office: 325.676.6493
Kera.Valois@abilenetx.gov

From: Will Ratliff <wratliff@cadcoae.com>
Sent: Wednesday, July 15, 2026 8:30 AM
To: Valois, Kera <Kera.Valois@abilenetx.gov>
Subject: Appeal on ft phantom hill RV park

Kera,

Spencer would like to appeal CUP-2026-09. Let me know if I need to provide any additional information.

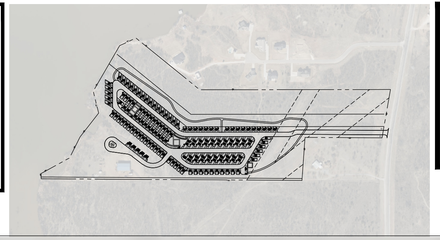
Will Ratliff, PE

2401 S. Willis Suite 200
Abilene, Texas 79605
Office: (325) 695-6281

UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

THE CONTRACTOR SHALL PROVIDE WATER METER BOXES FOR EACH WATER SERVICE CONNECTION DETAILED ON THE PLANS. FOR WATER METER SIZES 1.5", TO 2", THE CONTRACTOR SHALL SUPPLY A BASS AND HAYS BH 1527 (AMI COMPATIBLE) WATER METER BOX LID AND PMSBCF 1527-12 WATER METER BOX, OR A EAST JORDAN IRON WORKS PRODUCT NUMBER 32131364 (AMI COMPATIBLE) WATER METER BOX LID AND PRODUCT NUMBER 38001527 WATER METER BOX, OR EQUIVALENT. FOR WATER METER SIZES 5/8" TO 1", THE CONTRACTOR SHALL SUPPLY A BASS AND HAYS BH 1324 AMR LID WATER METER BOX LID AND PMSBCF 1324-12 WATER METER BOX, OR AN EAST JORDAN IRON WORKS PRODUCT NUMBER 32131365 (AMI COMPATIBLE) 1324 WATER METER BOX LID AND PRODUCT NUMBER 32414001W WATER METER BOX, OR EQUIVALENT.



DESIGN ENGINEER FIRM:

CADCO ARCHITECTS AND ENGINEERS

FIRM NUMBER:

#849

PHONE NUMBER:

325-695-6281

GENERAL NOTES

LEGAL DESCRIPTION:
A0299 76 J

ZONING INFORMATION:
Agricultural Open (AO)

GENERAL NOTES
ALL EXTERIOR LIGHTING (INC. WALL-MOUNTED FIXTURES) SHALL BE FULLY-SHIELDED.

MECHANICAL EQUIPMENT (EXCLUDING ROOF-MOUNTED EQUIPMENT) SHALL BE SCREENED FROM STREET'S AND PARKING LOTS.
ALL SIDEWALKS AND CURB RAMPS MUST COMPLY WITH TAS.

GENERAL NOTES (CONT.)
ALL WATER SYSTEMS SHALL BE IN COMPLIANCE WITH THE TEXAS ADMINISTRATIVE CODE, TITLE 30, ENVIRONMENTAL QUALITY, PART 1, TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, CHAPTER 290, PUBLIC DRINKING WATER, SUBCHAPTER D, RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS, RULE 290.44.

ALL WASTEWATER SYSTEMS SHALL BE IN COMPLIANCE WITH THE TEXAS ADMINISTRATIVE CODE, TITLE 30, ENVIRONMENTAL QUALITY, PART 1, TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, CHAPTER 217, DESIGN CRITERIA FOR DOMESTIC WASTEWATER SYSTEMS, SUBCHAPTER C, CONVENTIONAL COLLECTION SYSTEMS, RULES 217.51 - 217.71.

ALL SIDEWALKS AND ACCOMPANYING RAMPS LOCATED IN PUBLIC RIGHTS-OF-WAY SHALL BE PERMITTED THROUGH CITY OF ABILENE'S BUILDING INSPECTIONS DEPARTMENT.

UTILITY NOTES
WATER METER CANNOT BE TAPPED OFF A FIRE LINE. WATER METER NEEDS TO BE IN PUBLIC RIGHT-OF-WAY.
SERVICE LINE SIZE FROM WATER METER TO BUILDING MUST BE 50 PERCENT LARGER THAN DESIRED METER.

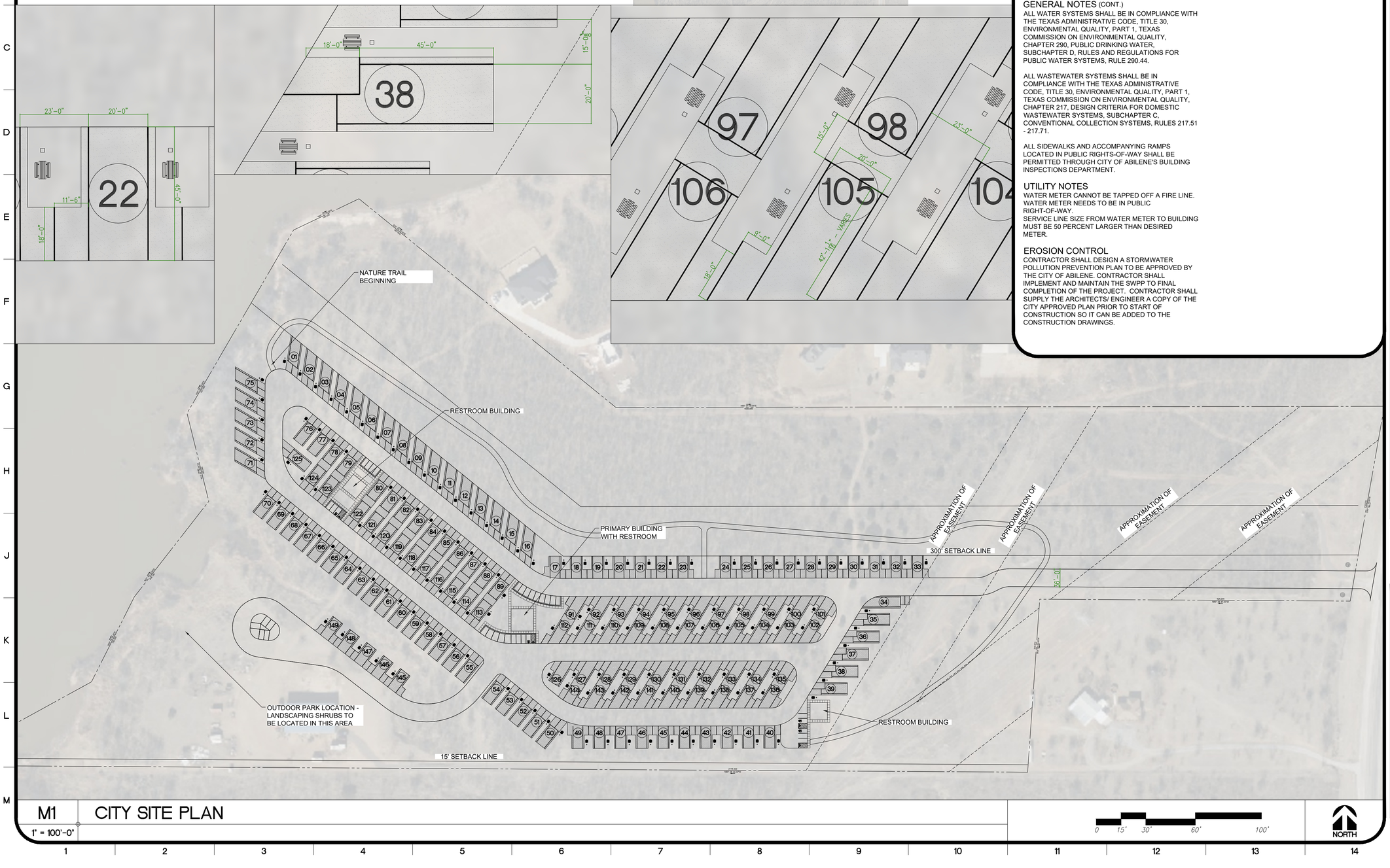
EROSION CONTROL
CONTRACTOR SHALL DESIGN A STORMWATER POLLUTION PREVENTION PLAN TO BE APPROVED BY THE CITY OF ABILENE. CONTRACTOR SHALL IMPLEMENT AND MAINTAIN THE SWPP TO FINAL COMPLETION OF THE PROJECT. CONTRACTOR SHALL SUPPLY THE ARCHITECTS/ ENGINEER A COPY OF THE CITY APPROVED PLAN PRIOR TO START OF CONSTRUCTION SO IT CAN BE ADDED TO THE CONSTRUCTION DRAWINGS.

PROPOSED LAND USE
RV RESORT

LOT AREA
41.88 ACRES

PARKING SPACES
PROVIDED RV SPOTS - 149
PROVIDED PARKING SPACES FOR RV SPOTS - 298
PROVIDED PARKING SPACES FOR AMENITIES - 26

ADA ACCESSIBLE PARKING SPACES
PROVIDED PARKING SPACES - 4



M1 CITY SITE PLAN
1" = 100'-0"

0 15' 30' 60' 100'

NORTH

GENERAL NOTES

LEGEND
EXISTING TOPO —— —— —— 18XX —— —— ——
NEW TOPO ——— 18XX ———
DENOTES ELEVATIONS ○ 18XX
5" CONCRETE PAVING
6" CONCRETE PAVING
F.F ELEV. FINISH FLOOR ELEVATION

DIV. 2 - SITEWORK

ALL DRIVE AISLES ARE SHOWN AT 36'-0"

THREE BUILDINGS ARE SHOWN ON SITE. EACH BUILDING HAS RESTROOM FACILITIES AND IS LOCATED PER 4.2.11. THE CENTRAL BUILDING MAY ALSO INCLUDE AN OFFICE.

EXISTING TREES WILL REMAIN IN ORDER TO SATISFY CITY TREE REQUIREMENTS (THIS WILL BE DONE IN COMPLIANCE WITH 4.2.3)

LOT MAY BE PLATTED AS TWO LOTS WHEN IT IS PLATTED

PAVING SHALL BE EITHER CONCRETE, HOT MIX, OR CHIP SEAL

A MINIMUM OF 10% OF THE RV LOT AREA SHALL BE USED FOR ACCESSORY USES (AMENITIES)

PARK WILL FOLLOW THE DURATION OF STAY REQUIREMENTS OF 4.2.11.4

PARK WILL PROVIDE SUFFICIENT TOILET AND BATHING FACILITIES PER 4.2.11.4

PARK WILL PROVIDE THE APPROPRIATE TYPE B BUFFER ON APPLICABLE PROPERTY LINES. A TYPE B BUFFER WILL NOT BE PROVIDED ON THE FT PHANTOM LAKE BOUNDARY.

A 25 FOOT BUFFER WILL BE PROVIDED ALONG EAST LAKE ROAD

STREET TREES WILL BE PROVIDED PER 4.2.11.4

A MINIMUM OF 2.5% OF THE RV LOT WILL BE LANDSCAPED AREA (27,312 SQFT)

55 TREES AND 164 SHRUBS ARE REQUIRED BASED OFF OF THE LANDSCAPE AREA CALCULATION. TREES REQUIREMENT WILL BE FULFILLED WITH EXISTING TREES. SHRUB LOCATIONS DESCRIBED ARE PRELIMINARY AND WILL BE FINALIZED WHEN A LANDSCAPING PLAN IS SUBMITTED.

RV PARK WILL COMPLY WITH ALL REQUIREMENTS ASSOCIATED WITH LANDSCAPING

NATURE TRAIL AS SHOWN IS PRELIMINARY AND WILL VARY BASED OFF OF ON SITE CONDITIONS

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DRAWN BY: WHR | REVIEWED BY: WHR

PRELIMINARY
FOR INTERIM REVIEW ONLY
NOT FOR PERMITTING,
BIDDING, or CONSTRUCTION

CADCO
ARCHITECTS - ENGINEERS, INC.
2401 S. WILLIS, STE. 200 ABILENE, TEXAS 79605

FT PHANTOM LAKE
RV RESORT

ABILENE, TEXAS

PROJECT NUMBER: XXX
JUNE 2, 2026

C001.A

Ft. Phantom RV Park PLAN OF OPERATION

6702 E. Lake Road, Abilene, Texas
Park Manager—David Dobbs
Park Owner—Dobbs Holdings LLC

Ft. Phantom RV Park will operate as a 24/7 recreational and long-term RV community located near Fort Phantom Hill Lake. The park is designed to provide a safe, quiet, and professionally managed environment for travelers, seasonal visitors, and long-term residents.

The park will include full-hookup RV sites, internal access roads with posted speed limits utility infrastructure, landscaped common areas, and controlled access for guests. Operations will support both short-term recreational stays and long-term occupancy.

Park amenities include laundry facilities, restrooms and showers, dog washing station, and possibly some other outdoor amenities.

A full-time Park Manager will reside on-site to oversee daily business operations, guest services, property maintenance coordination, and park security. The manager will provide 24-hour oversight, respond to emergencies, enforce park rules, and monitor park activity to maintain a safe and orderly environment.

The footprint of the RV Park where tenants will reside will not come within 300 feet of any housing on the North end of the park. Along the south boundary, the existing tree line will be preserved, maintained, and cultivated to provide natural screening, erosion control, wind protection, and visual enhancement.

The park will maintain quiet hours from 10:00 PM to 7:00 AM and enforce speed limits, pet control requirements, and property maintenance standards. Security measures will include controlled access, exterior lighting, posted rules, and routine patrols by the on-site manager.

Utility services will include water, sewer, electrical hookups, trash collection, and internet service where available. Routine maintenance and inspections will be conducted to ensure proper operation of utilities, roads, landscaping, and common areas.

Ft. Phantom RV Park is intended to operate as a clean, secure, environmentally responsible RV community that supports both recreational tourism and long-term residency while preserving the natural landscape surrounding the lake area.

ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2026-09

You may indicate your position on this request by detaching this sheet at the dotted line and returning it to the addre ss below. Additional comment space is provided on the back of this response form. You may also attach additional shee ts if needed. All correspondence must be signed and include your name and address. All responses must be received with in 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.

JUL 8 AM10:00

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

Requestor's Property Zoning:	AO	Your Name:	WILHITE ROBERT D &	I am in favor ☑
Requestor's Proposed Zoning:	AO/CUP	Your Address:	6702 E LAKE RD	
Requestor's Parcel ID:	536975	Your Parcel ID:	536975	I am opposed ☐

Signature: Robert D. Wilhite

Outlook

Application CUP-2026-09

From Cynthia Allen <crallen@whittenfirm.com>
Date Mon 7/6/2026 12:10 PM
To Planning Services <planning@abilenetx.gov>

Dear Members of the Abilene Planning & Zoning Commission:

My husband and I are the owners of 47 Poverty Point Circle, Abilene, Texas, which is located on the North end of Lake Fort Phantom. Our residence is north of the requested permit.

I have read the staff report/recommendation.

We support growth at Lake Fort Phantom. However, we disagree that this is the way to go. I strongly disagree with Staff's statements that:

> "The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements…to mitigate development-related adverse impacts such as traffic…"

"The proposed use does not generate…vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood."

> "The proposed use incorporates roadway adjustments, traffic control devises or mechanism, and access restriction to control traffic flow or divert traffic as may be need to reduce or eliminate development-generated traffic on neighborhood streets."

East Lake Road is a County Road. I go up and down the road usually two (2) times a day on weekdays and at least two (2) times on a weekend. There is a significant difference in the way that Taylor County, Texas maintains it County Roads and the way Jones County maintains its County Roads. You can tell where the County Line is. East Lake Road is a 2-lane road, not four lanes. The traffic in this area has increased expediential in the last few years. With the AI "Boom" going, both East Lake Road and West Lake Road have since a huge increase in traffic. You can see on these roads consistent decay from the wear and tear of the additional traffic, which would be heavy and which this road is not designed to handle.

The City of Abilene is more than negligent in the way it maintains the City Streets off East Lake Road. I invite anyone of you to come and look for yourselves. It is an embarrassment.

It is my opinion that this project is not right for this location. I know that the homeowner's group from Aces Trail is organized for a protest and I believe that the members of the Lake Fort Phantom Hill Homeowner's Association are mixed on the issue. Listen to those most impacted. I know that if I owned one of the nice homes on Aces Trail, I would be in opposition to this proposal.

I cannot be at the meeting tomorrow to verbally register my opposition, so please accept this communication as same.

We appreciate your service to the City of Abilene and your thoughtful consideration of the opinions of those that live in the Lake Fort Phantom community.

Thank you.

Cynthia Rucker Allen

Cynthia Rucker Allen
The Whitten Law Firm, PC
500 Chestnut Street, Suite 1402
Abilene, Texas 79602
Tel: (325) 672-7824
Fax: (325) 672-2158
crallen@whittenfirm.com

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Texas Board of Legal Specialization

FAMILY LAW

This message and any attachments may contain information that is privileged, confidential or exempt from disclosure under applicable law. If you have received this message in error, please send a reply message immediately and delete the message and any attachments without opening the attachments. Any further dissemination of this communication is strictly prohibited. Thank you.

IRS Circular 230 Required Notice--IRS regulations require that we inform you as follows: Any U.S. federal tax advice contained in this communication (including any attachments) is not intended to be used and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter[s].

Outlook

Opposition to CUP-2026-09 6702 East Lake Road

From Samantha Adkins <seb97m@acu.edu>
Date Tue 6/30/2026 4:52 PM
To Planning Services <planning@abilenetx.gov>
Cc Hab Adkins <hab.adkins@gmail.com>

Dear Members of the Abilene Planning & Zoning Commission,

My husband and I are the owners of **1803 Aces Trail** (Parcel 537838), which is adjacent to the property identified as **6702 East Lake Road** (Parcel 536975), the subject of **Conditional Use Permit Application CUP-2026-09**. We are writing to formally notify the Commission that we oppose the requested Conditional Use Permit for the proposed RV park.

Please include our opposition in the official record for the July 7, 2026, Planning & Zoning Commission meeting.

As neighboring property owners who will be directly impacted by this proposal, we have significant concerns about the compatibility of an RV park adjacent to our established residential neighborhood.

Since learning of this proposal, our neighborhood has come together to express those concerns. We have organized a community petition through Change.org that continues to receive signatures from neighboring property owners and members of the Lake Fort Phantom Hill Association who share our concerns regarding the proposed use of this property. We will present the petition, including the current number of signatures, at the July 7 meeting.

In addition, several representatives from our neighborhood and the lake community plan to speak during the public hearing to explain our concerns and respectfully request that the Commission deny CUP-2026-09.

We appreciate your service to the City of Abilene and your thoughtful consideration of the residents most directly affected by this proposal. We look forward to participating in the public hearing on July 7.

Thank you for your time and consideration.

Respectfully,

Hab and Samantha Adkins
1803 Aces Trail
Abilene, TX 79601

J. Chad and Natalie Ray
1821 Aces Trail, Abilene, TX 79601
Chad cell: 918-212-0924 Natalie cell: 918-810-7567
jchadray@gmail.com natalieray@cox.net

JUL 6 AM10:01

June 29, 2026

Planning and Zoning Commission of the City of Abilene
P.O. Box 60
Abilene, TX 79604-0060

Re: Objection to Zoning Application Number CUP-2026-09 (Rezoning request for a Conditional Use Permit to allow a Recreational Vehicle Park located at 6702 East Lake Road)

Dear Members of the Planning and Zoning Commission:

We are writing to formally voice our opposition to the proposed Conditional Use Permit of the property at 6702 East Lake Road to allow the development of a large-scale Recreational Vehicle Park.

Having recently purchased a home here, we recognize Abilene's housing shortage and the increasing need for immediate housing options. However, this specific high-density commercial use is not compatible with our quiet, established single-family neighborhood. Due to Abilene's rapid growth, we firmly believe that what Abilene desperately needs is more permanent, family housing on the north end of Abilene to accommodate the ever-increasing number of new urban-minded residents. Many more permanent workers and their families will continue to relocate here as a result of employment in the several large ventures that are under development in the Abilene area. There are two new data centers being built in Haskell County, which have just begun hiring. Also, the solar power plant and the Oracle data center in Abilene continue to expand. We strongly object to this rezoning request, which will degrade our neighborhood community and quality of life based on the following:

- **Traffic Congestion and Safety Hazards:** RVs, large towing vehicles, and transport trailers will burden East Lake Road. East Lake Road is not sufficiently wide to accommodate a constant influx of oversized vehicles. The increased traffic could compromise the safety of local lake residents, children and cyclists. The speed limit is 70 mph and the turnoff unobvious. This could cause accidents for traffic entering and exiting.
- **Noise and Light Pollution:** The new, proposed RV park would be directly behind our back yards. We are concerned that continuous arrival and departure of travelers, late-night noise,

RV generators, and bright security lighting needed for a RV facility will destroy the peace and quiet our community presently enjoys.

- **Utility Infrastructure Strain:** Commercial RV parks create high daily utility demands, including heavy loads on local water, septic, and stormwater drainage systems. We are concerned this will lead to increased maintenance issues, odors, and environmental risks to the lake and to bordering properties.
- **Devaluation of Property Values:** Introducing a high-density, commercial use park next to a residential neighborhood lowers the desirability of our properties. It introduces uncertainty, which will predictably erode our long-term property values, in which we have invested heavily.
- **Incompatibility with Community Character:** Our neighborhood of Rock Acre Trails consists of permanent residential homes on generous lots. A Recreational Vehicle Park introduces transient, high-density development that clashes with the aesthetic and architectural integrity we expect in a lake-area residential zone.
- **Decreased long-term community value:** Recreational vehicles and manufactured homes decrease in value over time as opposed to permanent single-family homes. If the property were instead zoned as residential and developed into a permanent single-family home neighborhood, the home values and later property tax revenue would continue to grow, which would be a long-term asset to Abilene and the Fort Phantom Lake area.

For the reasons listed above, and the incompatibility with Abilene city's plan for development around Forth Phantom Lake, we respectfully urge you to reject the rezoning application for this parcel.

Thank you for your dedication, your time, and your efforts to protect our community. We respectfully request to be notified of any upcoming public hearings and council meetings regarding this case.

Sincerely,



J. Chad Ray & Natalie Ray

ZONING NOTIFICATION RESPONSE FORM CASE: CUP-2026-09

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.

JUL 5 AM10:00

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

Requestor's Property Zoning:	AO	Your Name:	RAY JOHN C & NATALIE R	I am in favor ☐
Requestor's Proposed Zoning:	AO/CUP	Your Address:	1821 ACES TRAIL	
Requestor's Parcel ID:	536975	Your Parcel ID:	537943	I am opposed ☒

Signature: Natalie Ray

To the Honorable Members of the Zoning Commission:

On behalf of the Lake Rock Trails Homeowners Association I respectfully submit this letter in strong opposition to the proposed zoning request that would allow the development of a 149-slip Recreational Vehicle Park adjacent to the Lake Rock Trails subdivision.

As a REALTOR, and a long time resident of this community, it is clear to me and many others that the city of Abilene is in need of housing for our citizens. We also recognize the importance of responsible growth and we appreciate the Commission's responsibility to balance private property rights with the public interest. However, we believe this proposal is inconsistent with sound planning principles and the standards that Texas municipalities traditionally apply when evaluating zoning requests.

One of the primary purposes of zoning is to promote the health, safety, morals, and general welfare of the public by encouraging orderly and compatible development. Texas courts have long recognized that zoning decisions should protect the character of established neighborhoods while guiding future growth in a manner that benefits the entire community. In this case, the proposed RV park would introduce a high-intensity, transient land use immediately adjacent to an established neighborhood of custom built homes each valued in excess of $500,000.

Lake Rock Trails is a permanent residential community where families have made substantial financial investments based upon the reasonable expectation that surrounding land would develop in a manner compatible with existing residential uses. A large RV park, with more than 140 rental sites designed for short-term occupancy, is fundamentally different from a traditional residential subdivision such as Lake Rock Trails. The frequent turnover of occupants, increased vehicle traffic, and commercial nature of an RV park are incompatible with the quiet, stable character of an established residential neighborhood.

When considering zoning requests, Texas municipalities often evaluate whether a proposed use is compatible with surrounding land uses. Compatibility is one of the most important planning principles because incompatible uses frequently generate conflicts that cannot be adequately mitigated through fencing, landscaping, or buffering. While screening may reduce visual impacts, it cannot eliminate the increased traffic, lighting, noise, and continuous activity associated with a large RV park. In addition, once an incompatible use is introduced adjacent to an existing residential subdivision, it often becomes increasingly difficult to prevent additional non-residential developments nearby. Approval of this request may therefore establish a precedent for future zoning changes that further erode the residential character of the area.

The Commission should also consider whether the proposed development conforms to the City's Comprehensive Plan and Future Land Use objectives. Comprehensive plans are intended to provide predictable, orderly growth while protecting existing neighborhoods and directing more intensive commercial uses toward appropriate locations. If the Comprehensive Plan envisions this area as primarily residential or low-density residential, approval of an RV park would undermine the long-term planning objectives established by the City.

Infrastructure capacity is another important consideration. A 149-slip RV park will generate substantially more traffic than comparable residential acreage and will increase demands on

streets, utilities - including septic systems very close to a municipal water supply, drainage systems, emergency services, law enforcement, and municipal infrastructure. Before approving such a request, the Commission should carefully determine whether existing public facilities are sufficient to accommodate the proposed intensity of use without adversely affecting surrounding residents.

Additionally, this proposal raises legitimate concerns regarding traffic safety. Recreational vehicles are significantly larger than passenger vehicles and require slower maneuvering and greater roadway access. Increased RV traffic entering and exiting the development may create conflicts with neighborhood traffic, school buses, pedestrians, bicyclists, and emergency vehicles.

The Commission should also consider the broader economic implications of this proposal. Lake Rock Trails represents millions of dollars in private investment and contributes significantly to the City's property tax base. Maintaining the desirability and stability of established residential neighborhoods is an important public interest. While no single zoning decision determines property values, adjacent land uses are one of many factors prospective homebuyers evaluate when making purchasing decisions. The City should carefully weigh whether introducing a large transient lodging use next to an upscale residential neighborhood supports its long-term economic development goals.

Finally, zoning decisions should serve the interests of the entire community rather than the financial objectives of a single property owner or developer. While RV parks have an appropriate place within our community, they should be located where they are compatible with surrounding uses and consistent with Abilene's adopted vision for future growth. This location is not appropriate for such a development and this location is not compatible with the recently approved plans to improve the larger area around Fort Phantom Lake.

For these reasons, we respectfully request that the Zoning Commission recommend denial of the proposed zoning request. Doing so will preserve the integrity of the City's planning process, protect an established residential neighborhood, encourage orderly growth, and uphold the principles of compatibility that have long guided responsible land-use decisions throughout Texas.

Thank you for your service to our community and for your careful consideration of the concerns expressed by the residents of Lake Rock Trails.

Respectfully,

Paul Walker
President Lake Rock Trail HOA.
325-829-0602
1822 Aces Trail
Abilene, TX 79601

petition_signatures_jobs_491371682_20260707142423

Name	City	State	Postal Code	Country	Signed On
Paul Walker	Abilene	TX	79601	United States	2026-06-29
Hab and Samantha Adkins	Abilene	TX	79601	United States	2026-06-29
John Chad Ray	Abilene	TX	79601	United States	2026-06-29
Natalie Ray	1821 Aces Trail, Abilene	TX	79601	United States	2026-06-29
Randy Toung	Abilene	TX	79601	United States	2026-06-29
Joseph Team	Abilene	TX	79601	United States	2026-06-29
Michael Gililland	Abilene	TX	79601	United States	2026-06-29
James Bailey	Abilene	TX	79602	United States	2026-06-29
Bradford Wilson	Abilene	TX	79601	United States	2026-06-29
Jesse Diaz	Abilene	TX	79605	United States	2026-06-29
Christina Juarez	Abilene	TX	79605	United States	2026-06-29
Esmeralda Martinez	Abilene	TX	79603	United States	2026-06-29
Kacie DeLaRosa	Abilene	TX	79601	United States	2026-06-29
Courtney Wagley	Abilene	TX	79601	United States	2026-06-29
Joy Young	Abilene, Texas	TX	79601	United States	2026-06-29
Marilyn Wagley	Abilene	TX	79601	United States	2026-06-29
Stefani Wagley	Abilene	TX	79601	United States	2026-06-29
Barbie Claussen	Abilene	TX	79601	United States	2026-06-29
Chelsea Weaver	Abilene	TX	79606	United States	2026-06-29
Britt Farr	Abilene	TX	79604	United States	2026-06-29
Kristi Andrew	Abilene	TX	79605	United States	2026-06-29
April Fuentes	Comanche	TX	76442	United States	2026-06-29
Lacey Barnett	Abilene	TX	79601	United States	2026-06-29
Meredith Lubbock	Abilene	TX	79608	United States	2026-06-29
Jared Shelton	Abilene	TX	79605	United States	2026-06-29
Bill Shelton	Abilene	TX	79601-4829	United States	2026-06-29
Joe west	Abilene	TX	79602	United States	2026-06-29
Canon Cavazos	Abilene	TX	79606	United States	2026-06-29
Ashton Dunkel	Fort Worth	TX	76108	United States	2026-06-29
Lauren Lowther	Abilene	TX	79605	United States	2026-06-29
Dillan Strickland	Abilene	TX	75233	United States	2026-06-29

Owen Baker	Bend	OR	97701	United States	2026-06-29
Cole Mashburn	abilene	TX	79601	United States	2026-06-29
Amy King	Cisco	TX	76437	United States	2026-06-29
Joyce Stafford	Anson	TX	79501	United States	2026-06-29
Ryleigh Semanchik	Abilene	TX	79606	United States	2026-06-29
Hailey Tudor	Abilene	TX	79606	United States	2026-06-29
Greyson Witt	Abilene	TX	79602	United States	2026-06-29
Bobbie Tudor	Mount Juliet	TN	37122	United States	2026-06-29
Dillon Freasier	Abilene	TX	79601	United States	2026-06-29
Joanne Wilson	Abilene	TX	79601	United States	2026-06-29
Amber Albers	Abilene	TX	79606	United States	2026-06-29
Tike Davis	Abilene	TX	79605	United States	2026-06-29
Lee Tudor	Abilene	TX	79601	United States	2026-06-29
Amie Felan	Anson	TX	79501	United States	2026-06-29
Willis H McMahan	Houston	TX	77055	United States	2026-06-29
Kate Redman-Giesler	Abilene	TX	79525	United States	2026-06-29
Linda Boeshart	Abilene	TX	79601	United States	2026-06-29
Kellie Blanchard	Abilene	TX	79602	United States	2026-06-29
Christy Burks	Abilene	TX	79601	United States	2026-06-29
Tracy Payne	Hawley	TX	79525	United States	2026-06-29
Sheila Burks	Abilene	TX	79601	United States	2026-06-29
Ken Mills	Abilene	TX	79602	United States	2026-06-29
Kendall Burks	Abilene	TX	79606	United States	2026-06-29
Hayden Wehba	Abilene	TX	79606	United States	2026-06-29
Josefina Diaz	Clyde	TX	79510	United States	2026-06-29
Sandy Mills	Abilene	TX	79602	United States	2026-06-29
Jamie Harper	Abilene	TX	79601	United States	2026-06-29
Monica Ward	Abilene	TX	79602	United States	2026-06-29
John Watson	Abilene	TX	79606	United States	2026-06-29
Jerod Bishop	Abilene	TX	79605	United States	2026-06-29
Samantha Davidson	abilene	TX	79606	United States	2026-06-29
kristen white	Abilene	TX	79606	United States	2026-06-29
Tara Bontke	Abilene	TX	79606	United States	2026-06-29

Margery Spivey	Abilene	TX	79606	United States	2026-06-29
Renate Lynn Finley	Burleson	TX	76028	United States	2026-06-29
Dan Reid	Abilene	TX	79606	United States	2026-06-29
E B	Abilene	TX	79601	United States	2026-06-29
James Brown	Abilene	TX	79601	United States	2026-06-29
Patricia Cook	Abilene	AK	79601	United States	2026-06-29
Laura Cameron	Abilene	TX	79697	United States	2026-06-29
Clyde Morgan	Abilene	TX	79606	United States	2026-06-29
Vickey Reynolds	Abilene	TX	79601	United States	2026-06-29
Ronald Cameron	Abilene	TX	79601	United States	2026-06-29
Kimberly Ward	Clyde	TX	79510	United States	2026-06-29
John Bontke	Abilene	TX	79602	United States	2026-06-29
Tiffany McLaury	Paducah	TX	79248	United States	2026-06-29
Wendy Ward	Abilene	TX	79602	United States	2026-06-29
Elodie Howell	Cumming	GA	30041	United States	2026-06-29
Michael Carrigan	Dallas	TX	75212	United States	2026-06-29
Charlie Ward	Abilene	TX	79606	United States	2026-06-29
Ricky duncan	abilene	TX	79601	United States	2026-06-29
Ellie Bonilla	Tuscola	TX	79562	United States	2026-06-29
Bernadette Demboski	Abilene	TX	79602	United States	2026-06-29
Kolin bonnett	Dallas	TX	75233	United States	2026-06-29
Chelse Bonnett	Abilene	TX	79601	United States	2026-06-29
Richard Wagley	Fort Worth	TX	76134	United States	2026-06-29
Georganne cole	abilene	TX	79601	United States	2026-06-30
Keith Wakham	Abilene	TX	79601	United States	2026-06-30
Natalie Kurilla	Abilene	TX	79601	United States	2026-06-30
Robert Whitis	Abilene	TX	79601	United States	2026-06-30
Chris Ward	CLYDE	TX	79510-5435	United States	2026-06-30
Jeff Martin	Moran	TX	76464	United States	2026-06-30
Carroll ledbetter	Abilene	TX	79601	United States	2026-06-30
Liesa Kennedy	Abilene	TX	79601	United States	2026-06-30
Josh Terrell	Abilene	TX	79601	United States	2026-06-30
Karen Mckenna	Abilene	TX	79601	United States	2026-06-30

Beth Shelton	Abilene	TX	79601	United States	2026-06-30
Norma whitis	Abilene	TX	79601	United States	2026-06-30
Patricia Buckner	Abilene	TX	79601	United States	2026-06-30
Madonna martinez	Abilene	TX	79605	United States	2026-06-30
Max butler	Abilene	TX	79602	United States	2026-06-30
Nicholas Allard	Abilene	TX	79606	United States	2026-06-30
Jennifer Corbin	Abilene	TX	79601	United States	2026-06-30
JoLynn Hightower	Abilene	TX	79601	United States	2026-06-30
Jacob sanchez	Abilene	TX	79605	United States	2026-06-30
Sam Hightower	Abilene	TX	79601	United States	2026-06-30
Sheila LightDendinger	Abilene	TX	79603	United States	2026-06-30
Brandi Day	Abilene	TX	79602	United States	2026-06-30
Amanda Vaught	Buffalo Gap	TX	79508	United States	2026-06-30
Gregg Collett	Abilene	TX	79601	United States	2026-06-30
Kandace Buchanan	Abilene	TX	79601	United States	2026-06-30
Leigh Jones	Hawley	TX	79525	United States	2026-06-30
Pete Oldham	Abilene	TX	79601	United States	2026-06-30
Becky sheppard	Abilene	TX	79601	United States	2026-06-30
Peggy Forbes	Clyde	TX	79510	United States	2026-06-30
James hooker	Big spring	TX	79720	United States	2026-06-30
Kandace Buchanan	Abilene	TX	79601	United States	2026-06-30
Yvette Smith	Abilene	TX	79603	United States	2026-06-30
Tracey LeMaster LeMaster	Abilene	TX	79605	United States	2026-06-30
Evan Judd	Abilene	TX	79605	United States	2026-06-30
Ronald Shaw	Abilene	TX	79601	United States	2026-06-30
John Garner	Abilene	TX	79601	United States	2026-06-30
Donna Hightower	Abilene	TX	79601	United States	2026-06-30
Olivia Vasquez	Abilene	TX	79603	United States	2026-06-30
Penny davis	Abilene	TX	79602	United States	2026-06-30
David Gililland	Abilene	TX	79601	United States	2026-06-30
Rodney Owens	Abilene	TX	79602	United States	2026-06-30
Mary Mann	Abilene	TX	79601	United States	2026-06-30
Terrikim Reid	Abilene	TX	79606	United States	2026-06-30

Arturo Zubia	Abilene	TX	79601	United States	2026-06-30
Bobby sheppard	Abilene	TX	79601	United States	2026-06-30
Jerry bean jr	Abilene	TX	79601	United States	2026-06-30
Melissa Neal	Abilene	TX	79603	United States	2026-06-30
Kate giesler	Hawley	TX	79525	United States	2026-06-30
Tamera Farthing	Abilene	TX	79601	United States	2026-06-30
Dennis Crunkilton	Abilene	TX	79601	United States	2026-06-30
Sharon Jimenez	Abilene	TX	79605	United States	2026-06-30
Amy Tavera	Abilene	TX	79603	United States	2026-06-30
Dawn allsup	Merkel	TX	79536	United States	2026-06-30
Patricia Schubert	Abilene	TX	79606	United States	2026-06-30
Corchran Scullin	Clyde	TX	79510	United States	2026-06-30
Rosemary Garcia	Abilene	TX	79606	United States	2026-06-30
Marcy Choate	Abilene	TX	79601	United States	2026-06-30
Dustie Turner	Abilene	TX	79603	United States	2026-06-30
Morrison Wagley	Wills Point	TX	75169	United States	2026-06-30
Betty Garner	Abilene	TX	79601	United States	2026-06-30
Carrie Hunter	Abilene	TX	79606	United States	2026-06-30
Ernesto Alvarez	Wichita falls	TX	76306	United States	2026-06-30
Heather Bailey	Abilene	TX	79606	United States	2026-06-30
Rachel Leucht	Abilene	TX	79602	United States	2026-06-30
Megan Martin	Abilene	TX	79601	United States	2026-06-30
Sherry Gowin	Abilene	TX	79601	United States	2026-06-30
Kathi Masonheimer	Abilene	TX	79601	United States	2026-06-30
Fenton Masonheimer	Abilene	TX	79601	United States	2026-06-30
Brenda Huffty	Abilene	TX	79606	United States	2026-06-30
Veronica Crownover	Abilene	TX	79603	United States	2026-06-30
Scott Cass	Merkel	TX	79536	United States	2026-06-30
Francesca Hancock	Merkel	TX	79536	United States	2026-06-30
Jo Ann Thorp	Abilene	TX	79602	United States	2026-06-30
Brenda Adams	Clyde	TX	79510	United States	2026-06-30
Judith potter	Abilene	TX	79601	United States	2026-06-30
Susan Pittman	Abilene	TX	79601	United States	2026-06-30

Ryan Price	Abilene	TX	79601	United States	2026-06-30
Shannon Castillo	Abilene	TX	79605	United States	2026-06-30
Lauren stephenson	Abilene	TX	79601	United States	2026-06-30
Amanda Gmachowski	Abilene	TX	79605	United States	2026-06-30
kadence ferguson	Abilene	TX	79601	United States	2026-06-30
Carey witt	Austin	TX	78750	United States	2026-06-30
Linda Price	Rotan	TX	79546	United States	2026-06-30
WILLIAM Luevano	Abilene	TX	79602	United States	2026-06-30
Nikki Grisham	Hamby	TX	79601	United States	2026-06-30
Bill Rhodes	Abilene	TX	79601	United States	2026-06-30
Courtney Jackel	Abilene	TX	79601	United States	2026-06-30
Melissa Jones	Abilene	TX	79605	United States	2026-06-30
Mark Coker	Abilene	TX	79602	United States	2026-06-30
Shelley Chorn	Abilene	TX	79603	United States	2026-06-30
Monica Norman	Abilene	TX	79602	United States	2026-06-30
Victoria Brower	Abilene	TX	79601	United States	2026-06-30
Candi Stapleton	Abilene	TX	79601	United States	2026-06-30
Leticia Radford	Hawley	TX	79525	United States	2026-06-30
Victoria Jones	Abilene	TX	79601	United States	2026-06-30
Kelsi Lane	Anson	TX	79501	United States	2026-06-30
Jade Wilks	Abilene	TX	79605	United States	2026-06-30
Haylee King	Cisco	TX	76437	United States	2026-06-30
Kendra Carman	Cleburne	TX	76033	United States	2026-06-30
Meagan Wakham	Abilene	TX	79601	United States	2026-06-30
Dan Choate	Abilene	TX	79601	United States	2026-06-30
Linda vaughn	Abilene	TX	79601	United States	2026-06-30
Audrey Wakham	Abilene	TX	79601	United States	2026-06-30
Lorena Raymond	Hawley	TX	79533	United States	2026-06-30
Michelle Bryan	Abilene	TX	79605	United States	2026-06-30
Debbie Strayer	Abilene	TX	79605	United States	2026-06-30
Sabrina Cherry	Abilene	TX	79605	United States	2026-06-30
Julie Nelson	Abilene	TX	79602	United States	2026-06-30
Rebecca Stallings	Clyde	TX	79510	United States	2026-06-30

Todd Bryans	BIG SPRING	TX	79720	United States	2026-06-30
Sarah Burkholder	Abilene	TX	79601	United States	2026-06-30
Sharon Ward	Abilene	TX	79606	United States	2026-06-30
Diane Rose	Abilene	TX	79605	United States	2026-06-30
Isiah guerra	Abilene	TX	79603	United States	2026-06-30
Brad Schoonmaker	Abilene	TX	79601	United States	2026-06-30
Jackie Dowden	Abilene	TX	79606	United States	2026-06-30
Katie Howe	Abilene	TX	79606	United States	2026-06-30
Keri Carlton	Hawley	TX	79525	United States	2026-06-30
Beth Boler	Abilene	TX	79601	United States	2026-06-30
Terry J Butler	Abilene	TX	79601	United States	2026-06-30
Mary Salazar	Abilene	TX	79603	United States	2026-06-30
Lisa Lambert	Austin	TX	78759	United States	2026-06-30
Rees Boler II	Abilene	TX	79601	United States	2026-06-30
Roy moyer	Abilene	TX	79601	United States	2026-06-30
Toni Brawley	Hawley	TX	79525	United States	2026-06-30
Kimberly Milliorn	Abilene	TX	79601	United States	2026-06-30
Betty Bowen	Rising Star	TX	76471	United States	2026-06-30
Miranda Turner	Abilene	TX	79602	United States	2026-06-30
Steven Milliorn	Abilene	TX	79601	United States	2026-06-30
Belinda Booth	Abilene	TX	79601	United States	2026-06-30
Tracy Davis	Abilene	TX	79601	United States	2026-06-30
Richard Howell	Arlington	TX	76018	United States	2026-06-30
Atlanta Wiseman	Abilene	TX	79606	United States	2026-06-30
Debbie McBride	Abilene	TX	79602	United States	2026-06-30
Morgan Hubbard Jr	Abilene	TX	79605	United States	2026-06-30
Yolanda loya	Abilene	TX	79606	United States	2026-06-30
Kenneth Sheppard	Abilene	TX	79605	United States	2026-06-30
Andria McDonald	Abilene	TX	79603	United States	2026-06-30
Amanda courtney	Abilene	TX	79603	United States	2026-06-30
Adalberto Rivero	Abilene	TX	79601	United States	2026-06-30
Sydne Terrell	Abilene	TX	79601	United States	2026-06-30
Debra Smith	Abilene	TX	79606	United States	2026-06-30

Trina Gonzales	Abilene	TX	79601	United States	2026-06-30
Richard Howeth	Hawley	TX	79525	United States	2026-06-30
Carol Beck	Abilene	TX	79603	United States	2026-06-30
Hanna Pults	Abilene	TX	79601	United States	2026-06-30
Amrita Bento	Abilene	TX	79601	United States	2026-06-30
Amanda Lanford	Abilene	TX	79605	United States	2026-06-30
Monya Barton	326 Mohawk Rd Abilene	TX	79601	United States	2026-06-30
Tina Landin	Grand Prairie	TX	75052	United States	2026-06-30
Alicia Stepp	Abilene	TX	79606	United States	2026-06-30
Patricia LaRue	ABILENE	TX	79601	United States	2026-06-30
Nadia Gloria	Abilene	TX	79603	United States	2026-06-30
Linda Chase	Abilene	TX	79601	United States	2026-06-30
Jennifer Chandler	Abilene	TX	76003	United States	2026-06-30
Rebecca Perez	Abilene	TX	79603	United States	2026-06-30
James Lewis	Abilene	TX	79601	United States	2026-06-30
Charles R McKee	Abilene	TX	79605	United States	2026-06-30
Brian Hewitt	Abilene	TX	79601	United States	2026-06-30
Amy Reeves	Abilene	TX	79602	United States	2026-06-30
Marc petre	Abilene	TX	79601	United States	2026-06-30
Jonathan Barton	Abilene	TX	79601	United States	2026-06-30
Shane and Vicky Glantz	Grand Prairie	TX	75050	United States	2026-06-30
Virginia Herden	Hawley	TX	79525	United States	2026-06-30
April Hernandez	Abilene	TX	79601	United States	2026-06-30
Norman Hailey	Abilene	TX	79601	United States	2026-06-30
Kyle mooney	Abilene	TX	79605	United States	2026-06-30
Kasey Allen	Abilene	TX	79601	United States	2026-06-30
Jeannessa Howell	Abilene	TX	79605	United States	2026-06-30
Corteney Armstrong	Abilene	TX	79601	United States	2026-06-30
Lisa Benson	Dallas	TX	75243	United States	2026-06-30
Ian Nicholson	Abilene	TX	79601	United States	2026-06-30
Bailey James	Abilene	TX	79606	United States	2026-06-30
Menden McClintock	Abilene	TX	79601	United States	2026-06-30
Theresa Chapman	Abilene	TX	79601	United States	2026-06-30

Erin Neitenbach	Abilene	TX	79602	United States	2026-06-30
Colton Moore	Abilene	TX	79601	United States	2026-06-30
Debra Jobe	Toyah	TX	79785	United States	2026-06-30
Chelsea Morris	Abilene	TX	79602	United States	2026-06-30
Leah Herron	Abilene	TX	79605	United States	2026-06-30
Allyse Lamb	Abilene	TX	32258	United States	2026-06-30
Seraphina Villani	Abilene	TX	79605	United States	2026-06-30
Samantha Rivera	Abilene	TX	79603	United States	2026-06-30
Linda Camacho	Abilene	TX	79603	United States	2026-06-30
Suzette Ray	Abilene	TX	79605	United States	2026-06-30
Linda Martinez	Abilene	TX	79601	United States	2026-06-30
Renee Gillespie	Abilene	TX	79601	United States	2026-06-30
Heather Bailey	Abilene	TX	79601	United States	2026-06-30
Diana Payan	Abilene	TX	79606	United States	2026-06-30
Alana Young	Abilene	TX	79602	United States	2026-06-30
Shawn Bala	Abilene	TX	79606	United States	2026-06-30
Brittany Osgood	Clyde	TX	79510	United States	2026-06-30
Kaylie Clark	Abilene	TX	79605	United States	2026-06-30
Cris Titus	Abilene	TX	79603	United States	2026-06-30
Tatelyn Ussery	Abilene	TX	78745	United States	2026-06-30
Janice Heggedahl	Abilene	TX	79601	United States	2026-06-30
Terry D Butler	Abilene	TX	79601	United States	2026-06-30
Tara Guthrie	Fredericksburg, Texas	TX	78624	United States	2026-06-30
Rachel Team	Abilene	TX	79601	United States	2026-06-30
Kimberly Weaver	Hamby	TX	79601	United States	2026-06-30
Lance. Fulgham	Abilene	TX	79602	United States	2026-06-30
Rachel Fox	Abilene	TX	79601	United States	2026-06-30
Alicia Sanchez	Arlington	TX	76018	United States	2026-06-30
James Rice	Midland	TX	79705	United States	2026-07-01
Charlotte Allen	Abilene	TX	79605	United States	2026-07-01
Linda Lane	Abilene	TX	79601	United States	2026-07-01
Matthew Carlton	Abilene	TX	79601	United States	2026-07-01
Marlena Windham	Abilene	TX	79601	United States	2026-07-01

Amber Vaughn	Abilene	TX	79605	United States	2026-07-01
Alicia Rangel	Abilene	TX	79603	United States	2026-07-01
Sylvia Lopez	Abilene	TX	79605	United States	2026-07-01
Wesley Kelley	Dallas	TX	75243	United States	2026-07-01
Curtis Pittman	Abilene	TX	79601	United States	2026-07-01
Dillon Watkins	8402 spinks rd	TX	79503	United States	2026-07-01
Marsha Moreland	Abilene	TX	78757	United States	2026-07-01
Drake Wallace	Abilene	TX	79610	United States	2026-07-01
Timothy Torres	Abilene	TX	79605	United States	2026-07-01
Floyd Kaerwer	Abilene	TX	79601	United States	2026-07-01
Danny Blay	Abilene	TX	79601	United States	2026-07-01
Jessica Kincannon	Abilene	TX	79606	United States	2026-07-01
holly schoonover	Abilene	TX	79605	United States	2026-07-01
Pam Mashburn	Abilene	TX	79601	United States	2026-07-01
William Tucker	Abilene	TX	79602	United States	2026-07-01
Sydnee judd	Abilene	TX	79601	United States	2026-07-01
Stephen Lindberg	Buffalo Gap	TX	79508	United States	2026-07-01
Chentae Reid	Abilene	TX	79606	United States	2026-07-01
Priscilla Torres	El Paso	TX	79915	United States	2026-07-01
Breidenbach Misty	Hawley	TX	79525	United States	2026-07-01
ANNA Scroggins	Abilene	TX	79601	United States	2026-07-01
Jeffrey Scroggins	Abilene	TX	79601	United States	2026-07-01
Anabel Barriga	Odessa	TX	79765	United States	2026-07-01
David Smith	Weatherford	TX	76085	United States	2026-07-01
Greg marsh	Fort Worth	TX	76123	United States	2026-07-01
Sandie Tijerina	Abilene	TX	79601	United States	2026-07-01
daina owen	Abilene	TX	79605	United States	2026-07-01
Jo Owens	Abilene	TX	79606	United States	2026-07-01
Ricky Wright	Hawley	TX	79525	United States	2026-07-01
Kaylee nicholson	Abilene	TX	79602	United States	2026-07-01
Matthew Miller	Abilene	TX	79606	United States	2026-07-01
Julie Williamson	Abilene	TX	79603	United States	2026-07-01
Scotty Smith	Abilene	TX	76006	United States	2026-07-01

Matthew Kimbrough	Abilene	TX	79601	United States	2026-07-01
Cindy Coronado	Abilene	TX	79606	United States	2026-07-01
Justin Munns	Abilene	TX	79605	United States	2026-07-01
Debra Carpenter	Abilene	TX	79601	United States	2026-07-01
Heather Ward	Abilene	TX	79602	United States	2026-07-01
Jennifer McMillan	Abilene	TX	79602	United States	2026-07-01
Michaela Brandon	Abilene	TX	79601	United States	2026-07-01
Tanner White	Abilene	TX	79606	United States	2026-07-01
Martha Rodriguez	Abilene	TX	79605	United States	2026-07-01
Cathy Martin	Abilene	TX	79601	United States	2026-07-01
Billy Prince	Abilene	TX	79603	United States	2026-07-01
Sonya Salisbury	Clyde	TX	79510	United States	2026-07-01
Danny Milner	Abilene	TX	79601	United States	2026-07-01
Chastity Jobe	Abilene	TX	79601	United States	2026-07-01
Elizabeth Scott	Abilene	TX	79602	United States	2026-07-01
Kobi Salinas	Abilene	TX	79601	United States	2026-07-01
Richard King	Abilene	TX	79606	United States	2026-07-01
Mickey Salinas	Abilene	TX	79601	United States	2026-07-01
Melinda Kaerwer	Abilene	TX	79601	United States	2026-07-01
Tony Bicking	Abilene	TX	79601	United States	2026-07-01
Shala West	Abilene	TX	79601	United States	2026-07-01
Marcos Barriga	Abilene	TX	79601	United States	2026-07-01
Gayle baird	Abilene	TX	79606	United States	2026-07-01
Shane Lawrence	Abilene	TX	79603	United States	2026-07-01
Yeni Roberts	Abilene	TX	79601	United States	2026-07-01
natalia littles	Abilene	TX	79603	United States	2026-07-01
Cody Dietz	Abilene	TX	79601-4787	United States	2026-07-01
Cole Hendrickson	Abilene	TX	79601	United States	2026-07-01
Cathy Lancaster	Dallas	TX	75270	United States	2026-07-01
Cynthia Carr	Dallas	TX	75270	United States	2026-07-01
Diane Schkade	Abilene	TX	79601	United States	2026-07-01
Heather Heywood	Abilene	TX	79606	United States	2026-07-01
Cory Kopas	Abilene	TX	79606	United States	2026-07-01

Awa Ba	Stockbridge	GA	30281	United States	2026-07-02
Karen Penrod	Abilene	TX	79603	United States	2026-07-02
Joel Joseph	Abilene	TX	79601	United States	2026-07-02
Kevin Cooper	Abilene	TX	79606	United States	2026-07-02
Heather kieser	Abilene	TX	79605	United States	2026-07-02
Kaden Dycus	Abilene	TX	79605	United States	2026-07-02
Tammie Kimbrough	Abilene	TX	79601	United States	2026-07-02
Cynthia Guajardo	Abilene	TX	79601	United States	2026-07-02
Thomas Rose	Abilene	TX	79605	United States	2026-07-02
Raymond Neubauer	Abilene	TX	79605	United States	2026-07-02
Robbie McGuire	Abilene	TX	79601	United States	2026-07-02
Marian Surgeon	Abilene	TX	79601	United States	2026-07-02
Leonie Lielie	Abilene	TX	79602	United States	2026-07-02
Carey Sheppard	Abilene	TX	79603	United States	2026-07-02
Paula Gollihar	Dallas	TX	75243	United States	2026-07-02
Taryn Lleva	Abilene	TX	79601	United States	2026-07-02
Michael Greenhaw	Abilene	TX	79601	United States	2026-07-02
John Otis	Abilene	TX	79601	United States	2026-07-02
Christine Ford	68 Poverty Point Circle	TX	79601	United States	2026-07-02
Molly Morrow	Abilene	TX	79601	United States	2026-07-02
Edward Peterman	Abilene	TX	79601-8426	United States	2026-07-02
Angela Ortiz	Abilene	TX	79601	United States	2026-07-02
Adam Flores	Abilene	TX	79606	United States	2026-07-02
Bonnie Hood	Abilene	TX	79601	United States	2026-07-02
Jennifer Giesler	Abilene	TX	79605	United States	2026-07-02
Alicia Depew	Abilene	TX	79601	United States	2026-07-02
Kelly Meyer	Abilene	TX	79601	United States	2026-07-02
Jon Hailey	Abilene	TX	79606	United States	2026-07-02
Todd groves	Midland	TX	79703	United States	2026-07-02
Douglas Thompson	Abilene	TX	79605	United States	2026-07-02
Frances Kerr	Abilene	TX	79602	United States	2026-07-02
Julia Vincent	Abilene	TX	79605	United States	2026-07-02
Donald Depew	Abilene	TX	79601	United States	2026-07-02

Jessica Friske	Abilene	TX	79606	United States	2026-07-02
Danny Higgins	Abilene	TX	79601	United States	2026-07-03
Valerie mckinney	Abilene	TX	79606	United States	2026-07-03
Martha Lee	Abilene	TX	79772	United States	2026-07-03
Kathy Griffin	Abilene			United Arab Er	2026-07-03
Rick Davis	Abilene	TX	79601	United States	2026-07-03
Nolan Apple	Abilene	TX	79605	United States	2026-07-03
Kristina Jones	Dallas	TX	79605	United States	2026-07-03
Julie Staples	Frisco	TX	75036	United States	2026-07-03
Whitnee Tibbets	Abilene	TX	79605	United States	2026-07-03
Douglas Slack	Abilene	TX	79697	United States	2026-07-03
Patricia wilson	Abilene	TX	79606	United States	2026-07-03
Tresleigh Petre	Abilene	TX	79605	United States	2026-07-03
Sean Irby	Abilene	TX	79605	United States	2026-07-03
Renee Bean	Abilene	TX	79601-3424	United States	2026-07-03
Amy cunningham	Abilene	TX	79601	United States	2026-07-03
Matthew girdner	Abilene	TX	79601	United States	2026-07-03
Edwin Bumpass	Abilene	TX	79605	United States	2026-07-03
Glenda Baucum	Abilene	TX	79605	United States	2026-07-03
April Beckling	Abilene	TX	75035	United States	2026-07-03
Carol Hehn	Abilene	TX	79606	United States	2026-07-03
Stormy Layne	Abilene	TX	79601	United States	2026-07-03
Jim lee	Abilene	TX	79602	United States	2026-07-03
Kathy Langham	Abilene	TX	79601	United States	2026-07-03
Brenda Coffey	Abilene	TX	79601	United States	2026-07-03
Victoria Turner	Abilene	TX	79601	United States	2026-07-03
John Shepard	Abilene	TX	79603	United States	2026-07-03
Teal Bohannon	Dallas	TX	75216	United States	2026-07-04
Carmen Apple	Abilene	TX	79606	United States	2026-07-04
Charlie Davis	Abilene	TX	79605	United States	2026-07-04
Elizabeth Jimenez	Abilene	TX	79510	United States	2026-07-04
Danna Reeves	ABILENE	TX	79603	United States	2026-07-04
Calvin Reeves	Abilene	TX	79605	United States	2026-07-04

ryder adams	breckenridge	TX	76424	United States	2026-07-04
Alyiah Davis	Breckenridge	TX	76424	United States	2026-07-04
Kimberly Shahan	Abilene	TX	79602	United States	2026-07-04
Shawn Phillips	Breckenridge	TX	76424	United States	2026-07-05
Kelsey Rodela	Abilene	TX	79605	United States	2026-07-05
Aaron Reich	Abilene	TX	79606	United States	2026-07-05
Kazanna Howland	Abilene	TX	79605	United States	2026-07-05
Patti Palmer	Abilene	TX	79601	United States	2026-07-06
Stephen Yarnell	Anson	TX	79501	United States	2026-07-06
Clayton coffey	Abilene	TX	79601	United States	2026-07-06
Debbie (with Clay) Coffey	Abilene	TX	79601	United States	2026-07-06
Kortnie Coffey	Abilene	TX	79606	United States	2026-07-06
Steven England	Abilene	TX	79605	United States	2026-07-06
Danny Hendrickson	Abilene	TX	79601	United States	2026-07-06
Cynthia Rucker Allen	Abilene	TX	79602	United States	2026-07-06
Jane Marie	Winters	TX	79567	United States	2026-07-06
Vanessa Coffey	Abilene	TX	79601	United States	2026-07-06
Kim Vacca	Abilene	TX	79606-3641	United States	2026-07-06
Sherry Harris	Breckenridge	TX	76424	United States	2026-07-07
Georga Maloney	Abilene	TX	79606	United States	2026-07-07
Mary Cathryn Timpner	Abilene	TX	79601	United States	2026-07-07
Will Timpner	Abilene	TX	79601	United States	2026-07-07

CONDITIONAL USE PERMIT

Case:	CUP-2026-09
Owner:	Dobbs Holdings LLC
Agent:	Will Ratliff
Request:	A Conditional Use Permit to allow an RV Park in Agricultural Open (AO).
Location:	6702 E Lake Rd.
Notification:	0 in Favor, 2 in Opposition
Planning & Zoning:	July 7, 2026
Council Hearing:	July 23, 2026 August 13, 2026

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



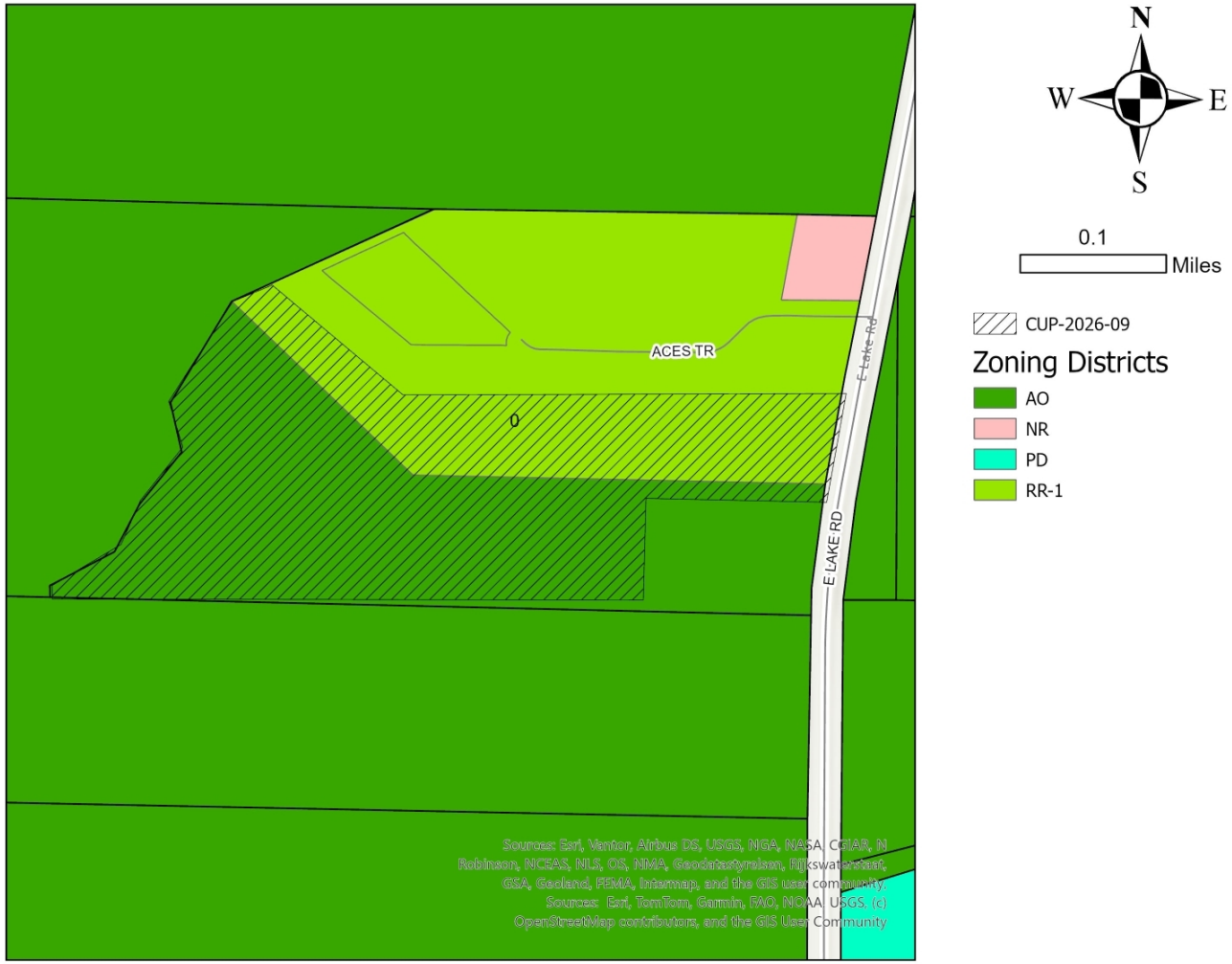
N
W E
S

0.1
Miles

CUP-2026-09

CITY OF ABILENE TEXAS

ZONING MAP



CUP-2026-09

Zoning Districts

- AO
- NR
- PD
- RR-1

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:

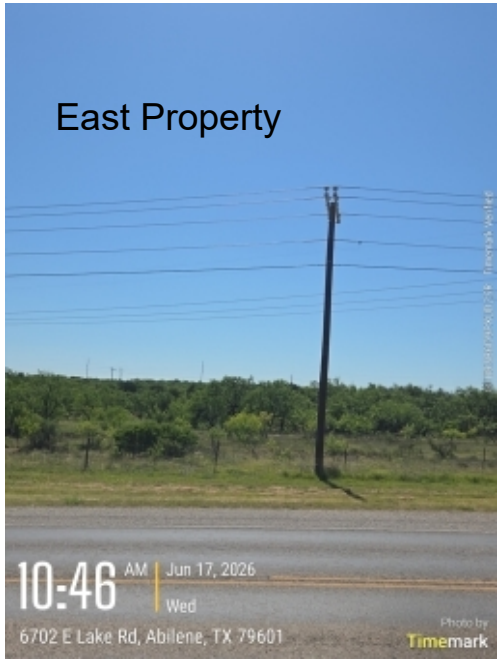
P	Farming, Ranching & Livestock, Hatchery
C	Mining
C	Petroleum or Gas Well
P	Urban Garden

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

PROPERTY VIEWS



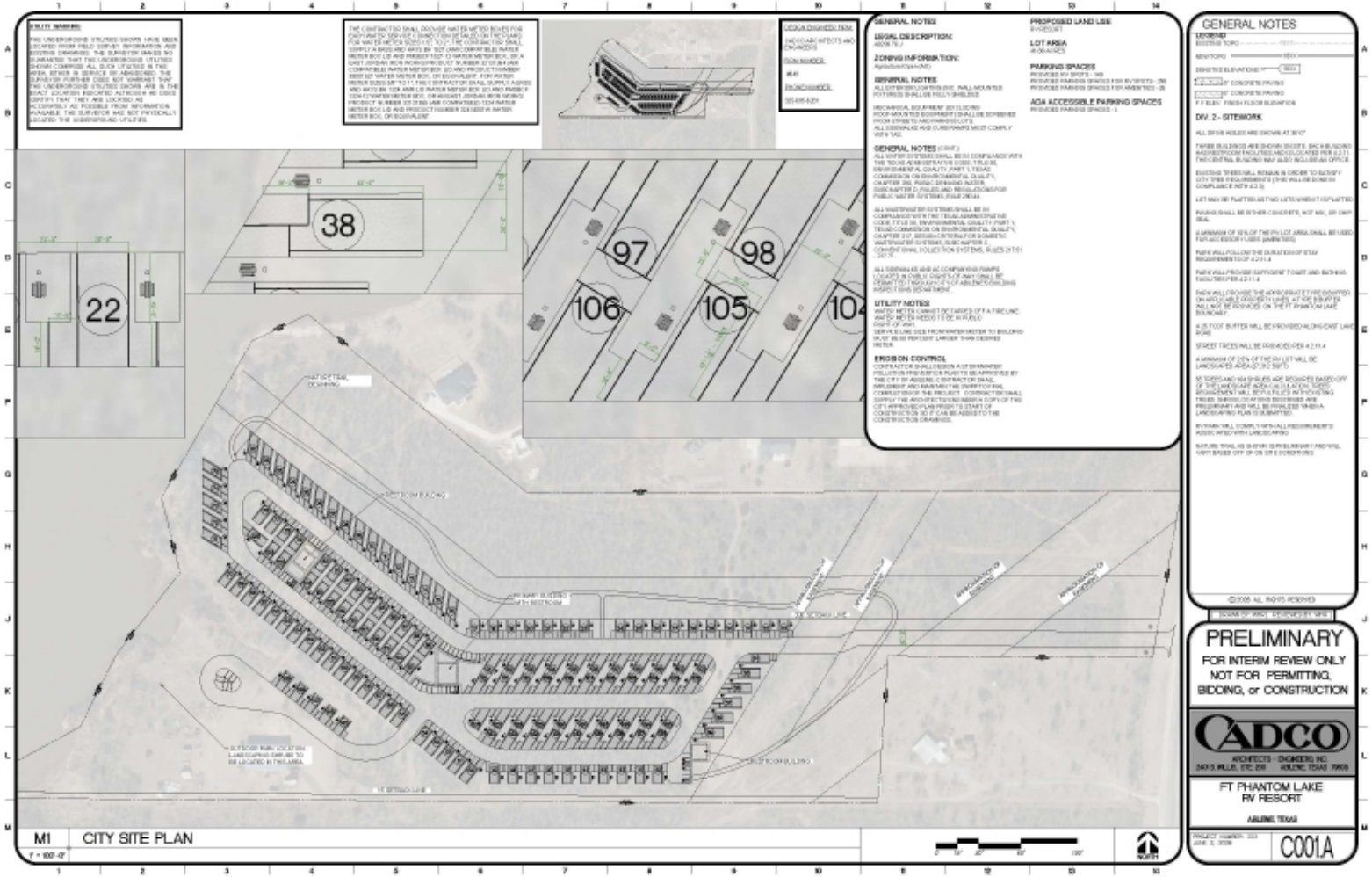






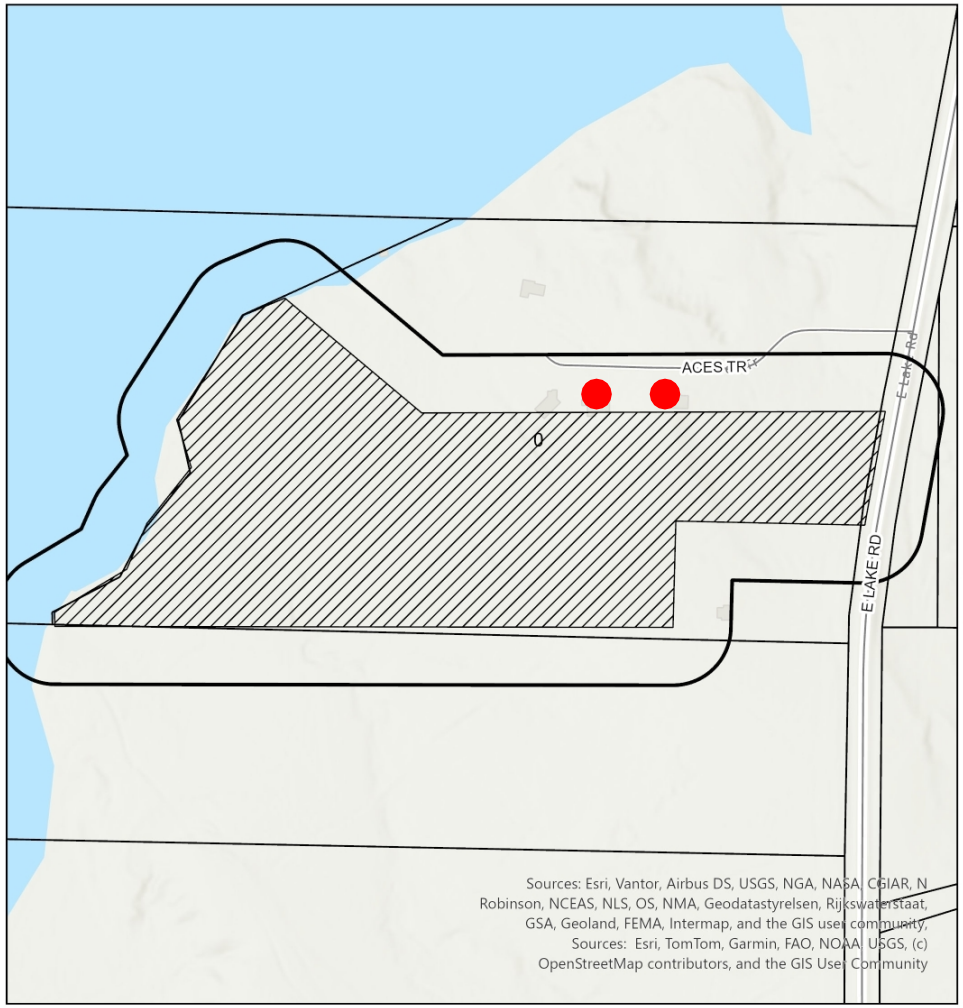
CITY OF ABILENE TEXAS

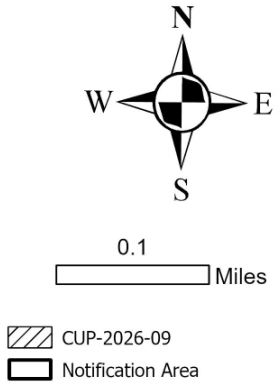
CONCEPT PLAN



CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP





0 - In Favor-

2 - Opposed-

5.56% in Opposition

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 **denial by a vote of 5-2**

The applicant appealed the request via email on July 15, 2026.

CITY OF ABILENE TEXAS

Questions?

CITY COUNCIL MEMORANDUM
7/23/2026

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

ITEM: **18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Ordering a City of Abilene Special Election to be Held on Tuesday, November 3, 2026, for the Purpose of a Citizen Petition to Adopt Collective Bargaining for the Abilene Fire Department, In Accordance with Local Government Code 174.051(c) *(Shawna Atkinson)***

GENERAL INFORMATION

Pursuant to Local Government Code Section 174.051(c), a petition was received on June 12, 2026, requesting an election be submitted to the voters the question of whether the Fire and Police Employee Relations Act should be adopted for the Abilene Fire Department. On June 25, 2026, the City Secretary's Office determined that the required number of signatures was met.

Section 3.005(c) of the Texas Election Code requires a November election be ordered not later than the 78th day before election day.

Texas Election Code, Chapter 43, authorizes countywide polling place programs. Taylor County, through its Elections Department, utilizes Vote Centers. Use of these vote centers will apply to this election.

FUNDING/FISCAL IMPACT

No cost at this time, however, a contract with Taylor County for elections administration will be required at a later date.

STAFF AND/OR BOARD RECOMMENDATION

N/A

ATTACHMENTS:

1. Collective Bargaining Petition Resolution
2. Collective Bargaining - Spanish
3. Presentation - Collective Bargaining

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ORDERING A SPECIAL ELECTION FOR NOVEMBER 3, 2026, REGARDING A PROPOSITION TO ADOPT OR REJECT THE QUESTION OF WHETHER THE FIRE AND POLICE EMPLOYEE RELATIONS ACT SHOULD BE ADOPTED FOR THE ABILENE FIRE DEPARTMENT, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 174.051(c); PROVIDING FOR THE CONDUCT AND THE GIVING NOTICE OF THE ELECTION; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, on June 12, 2026, a petition was filed in the City Secretary's Office, requesting an election submitting to the voters the question of whether the Fire and Police Employee Relations Act should be adopted for the Abilene Fire Department; and

WHEREAS, on June 25, 2026, the City Secretary's office verified the required number of signatures was met; and

WHEREAS, the proposed shall be submitted to the voters at the next general election date of November 3, 2026; and

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

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

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

WHEREAS, locations of the polling places shall be designated in a later Resolution for the contract for the election with Taylor County, but which locations may be changed by Taylor County, and which changes, if any, are hereby made part of this ordinance by reference and can be found by visiting the Taylor County webpage: http://www.taylorcounty.texas.gov/214/current-election or by contacting:

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

WHEREAS, early voting will be conducted at the locations and during the dates and times established by Taylor County, and designated in a later Resolution for the contract for the election with Taylor County but which locations may be changed by Taylor County, and which changes, if any, are hereby made part of this resolution by reference and can be found by visiting the Taylor County webpage: http://www.taylorcountytexas.org/214/current-e1ections or by contacting:

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

WHEREAS, applications for ballots by mail must be received no later than 5:00 p.m., Tuesday, October 23, 2026, and sent to the following:

Daniel Murray, Taylor County Elections Administrator
P. 0. Box 3318
Abilene, Texas 79604
Email: Daniel.murray@taylorcounty.texas.gov

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

PART 1: That the City Council hereby orders a special election to be held on Tuesday, November 3, 2026, submitting to the voters the question of whether the Fire and Police Employee Relations Act should be adopted for the Abilene Fire Department, and under the applicable provisions of the Texas Election Code, the Abilene City Charter and City ordinances.

PART 2: That the ballot shall be printed to provide for voting for or against the proposition: "Adoption of the state law applicable to fire fighters that establishes collective bargaining if a majority of the affected employees favor representation by an employees association, preserves the prohibition against strikes and lockouts, and provides penalties for strikes and lockouts."

PART 3: If a majority of the voters received in the election are in favor of adoption of the Fire and Police Employee Relations Act for the Abilene Fire Department, the City Council shall implement the Fire and Police Employee Relations Act, Chapter 174, of the Texas Local Government Code, for the Abilene Fire Department.

PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED by the City Council of the City of Abilene on the 23rd day of July, 2026.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

RESOLUCIÓN NÚM. _____

UNA RESOLUCIÓN DEL CONCEJO MUNICIPAL DE LA CIUDAD DE ABILENE, TEXAS, QUE ORDENA UNA ELECCIÓN ESPECIAL PARA EL 3 DE NOVIEMBRE DE 2026, RESPECTO A UNA PROPUESTA PARA ADOPTAR O RECHAZAR LA CUESTIÓN DE SI LA LEY DE RELACIONES LABORALES DE BOMBEROS Y POLICÍAS (FIRE AND POLICE EMPLOYEE RELATIONS ACT) DEBE ADOPTARSE PARA EL DEPARTAMENTO DE BOMBEROS DE ABILENE, DE CONFORMIDAD CON EL CÓDIGO DE GOBIERNO LOCAL DE TEXAS 174.051(c); DISPONIENDO LA CONDUCCIÓN Y LA NOTIFICACIÓN DE LA ELECCIÓN; ESTABLECIENDO UNA FECHA DE ENTRADA EN VIGOR; Y PROMULGANDO OTRAS DISPOSICIONES RELACIONADAS CON EL ASUNTO

POR CUANTO, el 12 de junio de 2026, se presentó una petición en la Oficina de la Secretaria Municipal, solicitando una elección para someter a los votantes la cuestión de si la Ley de Relaciones Laborales de Bomberos y Policías debe adoptarse para el Departamento de Bomberos de Abilene; y

POR CUANTO, el 25 de junio de 2026, la oficina de la Secretaria Municipal verificó que se cumplió con el número requerido de firmas; y

POR CUANTO, la propuesta se someterá a los votantes en la próxima fecha de elección general del 3 de noviembre de 2026; y

POR CUANTO, el Condado de Taylor, conforme al Código Electoral de Texas 43.007, permite a la Corte de Comisionados participar en el programa para eliminar los lugares de votación por precinto electoral del condado y establecer lugares de votación en todo el condado para cada elección celebrada en la fecha uniforme de elección de noviembre; y,

POR CUANTO, cada lugar de votación en todo el condado debe permitir que un votante vote en la misma elección en la que el votante tendría derecho a votar en el precinto electoral del condado en el que reside; y

POR CUANTO, el Condado de Taylor ha sido aprobado por el Secretario de Estado para utilizar lugares de votación en todo el condado; y

POR CUANTO, los lugares de votación se designarán en una Resolución posterior correspondiente al contrato para la elección con el Condado de Taylor, pero dichos lugares podrán ser modificados por el Condado de Taylor, y dichos cambios, si los hubiera, se incorporan por la presente a esta ordenanza por referencia y pueden consultarse visitando la página web del Condado de Taylor: http://www.taylorcounty.texas.gov/214/current-election o comunicándose con:

Administrador de Elecciones del Condado de Taylor
400 Oak Street, #101, Abilene, Texas 79602
(325) 674-1216

POR CUANTO, la votación anticipada se llevará a cabo en los lugares y durante las fechas y horas establecidas por el Condado de Taylor, y designados en una Resolución posterior correspondiente al contrato para la elección con el Condado de Taylor, pero dichos lugares podrán ser modificados por el Condado de Taylor, y dichos cambios, si los hubiera, se incorporan por la presente a esta resolución por referencia y pueden consultarse visitando la página web del Condado de Taylor: http://www.taylorcountytexas.org/214/current-e1ections o comunicándose con:

Administrador de Elecciones del Condado de Taylor
400 Oak Street, #101, Abilene, Texas 79602
(325) 674-1216

POR CUANTO, las solicitudes de boletas por correo deben recibirse a más tardar a las 5:00 p.m. del martes 23 de octubre de 2026, y enviarse a la siguiente dirección:

Daniel Murray, Administradora de Elecciones del Condado de Taylor
P. 0. Box 3318
Abilene, Texas 79604
Correo electrónico: Daniel.murray@taylorcounty.texas.gov

POR LO TANTO, RESUÉLVASE POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE ABILENE, TEXAS:

PARTE 1: Que el Concejo Municipal por la presente ordena que se celebre una elección especial el martes 3 de noviembre de 2026, para someter a los votantes la cuestión de si la Ley de Relaciones Laborales de Bomberos y Policías debe adoptarse para el Departamento de Bomberos de Abilene, y conforme a las disposiciones aplicables del Código Electoral de Texas, la Carta Constitutiva de la Ciudad de Abilene y las ordenanzas municipales.

PARTE 2: Que la boleta se imprimirá para permitir votar a favor o en contra de la propuesta: "Adopción de la ley estatal aplicable a los bomberos que establece la negociación colectiva si la mayoría de los empleados afectados favorece la representación por una asociación de empleados, conserva la prohibición de huelgas y cierres patronales, y establece sanciones por huelgas y cierres patronales."

PARTE 3: Si la mayoría de los votos recibidos en la elección están a favor de la adopción de la Ley de Relaciones Laborales de Bomberos y Policías para el Departamento de Bomberos de Abilene, el Concejo Municipal implementará la Ley de Relaciones Laborales de Bomberos y Policías, Capítulo 174, del Código de Gobierno Local de Texas, para el Departamento de Bomberos de Abilene.

PARTE 4: Que esta Resolución entrará en vigor de inmediato a partir de su aprobación.

APROBADA por el Concejo Municipal de la Ciudad de Abilene el 23 de julio de 2026.

DOY FE:

_____ _____

Shawna Atkinson, Secretaria Municipal Weldon Hurt, Alcalde

APROBADO:

_____

Stanley Smith, Abogado de la Ciudad

Resolution:
Ordering a Special Election for November 3, 2026, for a Proposition to Adopt the Fire and Police Employee Relations Act for the Abilene Fire Department

CITY OF ABILENE TEXAS

Fire Fighter Labor Agreement Election

The City of Abilene has reviewed and verified a petition organized by the Abilene Professional Fire Fighters Association. This petition asks Abilene voters to adopt the legal process the City uses to negotiate pay, benefits, and working conditions for Abilene firefighters.

Previously, the City of Abilene and its firefighters negotiated these items under Chapter 142, Subchapter C of the Texas Local Government Code, also known as "Meet and Confer." The firefighters are requesting "Collective Bargaining“ and “Binding Arbitration,” which are outlined in Chapter 174 of the Texas Local Government Code.

Because state law requires these requirements to be decided by the voters rather than the City Council, residents will see these issues on the upcoming November ballot.

CITY OF ABILENE TEXAS

Meet and Confer versus Collective Bargaining

Feature	Previously: Meet and Confer	Proposed: Collective Bargaining
Negotiation Requirement	Voluntary. The City and the firefighters may negotiate in good faith, but neither side is required to reach an agreement.	Mandatory. The City and the firefighters are legally required to negotiate in good faith to reach agreement.
How Pay is Decided	Locally Driven. Pay and benefits are negotiated based on mutual agreement and the City's local budget capacity.	Locally Driven. Pay and benefits are negotiated based on mutual agreement and the City's local budget capacity.
If Agreement is not Reached	Local Control. If no agreement is reached, or the contract expires, the fire department is governed state civil service rules, Chapter 143. Pay and benefits are set based upon the annual budget approved by City Council.	Outside Determination. If mutual agreement is not reached, state law requires arbitration or a state judge to decide the terms of the final agreement. Under binding arbitration, the decision must be followed by both the City and firefighers regardless of the fiscal impact to the annual budget.
Strikes	Not Allowed. Firefighters are prohibited by law from striking.	Not Allowed. Firefighters are prohibited by law from striking.

CITY OF ABILENE TEXAS

What does this mean for Abilene taxpayers?

- **Under Meet and Confer,** the City Council maintains ultimate control over the local budget. If the City cannot afford the firefighters requests, the City is not mandated to agree. Pay and benefits are determined by the Council's annual budget like non-civil service employees.
- **Under Collective Bargaining and Binding Arbitration**, if the City and the firefighters disagree on pay and benefits, an arbitration board or trial judge determines firefighter pay and benefits. Under binding arbitration, this determination is final and not subjected to appeal by the City or firefighters. The City is legally mandated to comply.

CITY OF ABILENE TEXAS

What are the next steps?

- **The November Vote:** Abilene residents will see a proposition on their November ballot asking them to vote "For" or "Against" the adoption of Chapter 174 collective bargaining for firefighters.
- **A Second Item on the Ballot:** During the November election, voters will see a second item on the ballot immediately following the Chapter 174 measure. On this second item, voters will vote “For” or “Against” amending the City Charter to add Article X, Section 145, to require a binding arbitration process in the event of an impasse in the collective bargaining process.

CITY OF ABILENE TEXAS

General Election Order

- Election Day: November 3, 2026
- Ballot: “Adoption of the state law applicable to fire fighters that establishes collective bargaining if a majority of the affected employees favor representation by an employees association, preserves the prohibition against strikes and lockouts, and provides penalties for strikes and lockouts.”
- Contract: Taylor County for the administration of elections
- Locations: Countywide Vote Centers through contractual agreement with Taylor County – locations TBD
- Cost: None; only the contract for election administration

- Early Voting: Monday, October 19th through Friday, October 30th
- Election Day Voting: Tuesday, November 3, 2026
- Canvass tentatively scheduled for Monday, November 16 at 10:00 a.m.

CITY OF ABILENE TEXAS

QUESTIONS?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
7/23/2026

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

ITEM: **19. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Ordering a City of Abilene Special Election to be Held on Tuesday, November 3, 2026, for the Purpose of a Citizen Petition to Amend the Abilene City Charter to Add a New Section 145 for Collective Bargaining Impasse *(Shawna Atkinson)***

GENERAL INFORMATION

Pursuant to Local Government Code Section 174.051(c), a petition was received on July 6, 2026, requesting an election be submitted to the voters the question of whether the Abilene City Charter should be amended by adding new Article X, Section 145 - Collective Bargaining Impasse. On July 13, 2026, the City Secretary's Office determined that the required number of signatures was met.

Section 3.005(c) of the Texas Election Code requires a November election be ordered not later than the 78th day before election day.

Texas Election Code, Chapter 43, authorizes countywide polling place programs. Taylor County, through its Elections Department, utilizes Vote Centers. Use of these vote centers will apply to this election.

FUNDING/FISCAL IMPACT

No cost at this time, however, a contract with Taylor County for elections administration will be required at a later date.

STAFF AND/OR BOARD RECOMMENDATION

N/A

ATTACHMENTS:

1. Binding Arbitration Petition Resolution
2. Binding Arbitration - Spanish
3. Presentation - Binding Arbitration

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 7/21/2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ORDERING A SPECIAL ELECTION FOR NOVEMBER 3, 2026, REGARDING A CHARTER AMENDMENT TO ADOPT OR REJECT THE QUESTION OF IF THE ABILENE CITY CHARTER SHOULD BE AMENDED BY ADDING NEW ARTICLE X, SECTION 145 – COLLECTIVE BARGAINING IMPASSE; PROVIDING FOR THE CONDUCT AND THE GIVING NOTICE OF THE ELECTION; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, on July 6, 2026, a petition was filed in the City Secretary's Office, requesting an election submitting to the voters the that the Abilene City Charter be amended by adding new Article X, Section 145, for Collective Bargaining Impasse or Binding Arbitration; and

WHEREAS, on July 13, 2026, the City Secretary's office verified the required number of signatures was met; and

WHEREAS, the proposed language shall be submitted to the voters at the next general election date of November 3, 2026:

Sec. 145 – Collective Bargaining Impasse.

If the City and the International Association of Fire Fighters, Local 1044 have reached an impasse regarding the negotiation of a collective bargaining agreement, as determined by the Association through written notice to the City:

(a) The Association, after written notice to the City containing specifications of the issues in dispute, may request arbitration and, in such event, the City and the Association shall submit all issues in dispute to arbitration within 45 days of the City's receipt of the Association's written arbitration request. The arbitration ruling shall be final, binding, and enforceable against both parties.

(b) Both parties shall select one arbitrator within 15 days of the Association's original request to arbitrate and provide written notification to the other party of the name and contact information for the selected arbitrator. The selected arbitrators shall attempt to select a third (neutral) arbitrator within 10 days of their selection in order to form a three-person Arbitration Board. If the arbitrators are unable to agree on a third arbitrator, either party may request that the American Arbitration Association select the third arbitrator, according to its fair and regular procedures. The third arbitrator shall preside over the Board. Any decisions made by the Board at any stage of the arbitration process will be determined by simple majority vote of the selected arbitrators.

(c) Arbitration shall be conducted by the City and the Association pursuant to the procedures, timelines, duties, requirements, and rights as set forth in the Texas Local Government Code §§ 174.155, 174.157 – 174.162, 174.164, and 174.253, or any successor to these statutory provisions.

(d) In making its decision, the Board may consider the following: (1) compensation and conditions of employment that prevail in comparable public sector employment in other cities; (2) the rate of increase or decrease in the cost of living for the Abilene area is determined by the Consumer Price Index; (3) any of the following conditions: (A) hazards of employment, (B) physical qualifications, (C) educational qualifications, (D) mental qualifications, (E) job training, (F) skills, and (G) any other factors the Board determines to be relevant to the issues raised by the parties; and (4) revenues available to the City and the impact of any arbitration ruling on the taxpayers of the City.

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

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

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

WHEREAS, locations of the polling places shall be designated in a later Resolution for the contract for the election with Taylor County, but which locations may be changed by Taylor County, and which changes, if any, are hereby made part of this ordinance by reference and can be found by visiting the Taylor County webpage: http://www.taylorcounty.texas.gov/214/current-election or by contacting:

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

WHEREAS, early voting will be conducted at the locations and during the dates and times established by Taylor County, and designated in a later Resolution for the contract for the election with Taylor County but which locations may be changed by Taylor County, and which changes, if any, are hereby made part of this resolution by reference and can be found by visiting the Taylor County webpage: http://www.taylorcounty.texas.gov/214/current-election or by contacting:

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

WHEREAS, applications for ballots by mail must be received no later than 5:00 p.m., Tuesday, October 23, 2026, and sent to the following:

Daniel Murray, Taylor County Elections Administrator
P. 0. Box 3318
Abilene, Texas 79604
Email: Daniel.murray@taylorcounty.texas.gov

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

PART 1: That the City Council hereby orders a special election to be held on Tuesday, November 3, 2026, submitting to the voters the question of whether the Abilene City Charter should be amended by adding new Article X, Section 145 – Collective Bargaining Impasse.

PART 2: That the ballot shall be printed to provide for voting for or against the proposition: "Amending the Abilene City Charter by adding new Article X, Section 145 – Collective Bargaining Impasse."

PART 3: If a majority of the voters received in the election are in favor of adoption of

the charter amendment, the Charter shall be amended to reflect the above language.

PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED by the City Council of the City of Abilene on the 23rd day of July, 2026.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

RESOLUCIÓN NÚM. _____

UNA RESOLUCIÓN DEL CONCEJO MUNICIPAL DE LA CIUDAD DE ABILENE, TEXAS, QUE ORDENA UNA ELECCIÓN ESPECIAL PARA EL 3 DE NOVIEMBRE DE 2026, RESPECTO A UNA ENMIENDA A LA CARTA CONSTITUTIVA PARA ADOPTAR O RECHAZAR LA CUESTIÓN DE SI LA CARTA CONSTITUTIVA DE LA CIUDAD DE ABILENE DEBE ENMENDARSE AGREGANDO EL NUEVO ARTÍCULO X, SECCIÓN 145 – ESTANCAMIENTO EN LA NEGOCIACIÓN COLECTIVA; DISPONIENDO LA CONDUCCIÓN Y LA NOTIFICACIÓN DE LA ELECCIÓN; ESTABLECIENDO UNA FECHA DE ENTRADA EN VIGOR; Y PROMULGANDO OTRAS DISPOSICIONES RELACIONADAS CON EL ASUNTO

POR CUANTO, el 6 de julio de 2026, se presentó una petición en la Oficina de la Secretaria Municipal, solicitando una elección para someter a los votantes que la Carta Constitutiva de la Ciudad de Abilene sea enmendada agregando el nuevo Artículo X, Sección 145, para el Estancamiento en la Negociación Colectiva o el Arbitraje Vinculante; y

POR CUANTO, el 13 de julio de 2026, la oficina de la Secretaria Municipal verificó que se cumplió con el número requerido de firmas; y

POR CUANTO, el texto propuesto se someterá a los votantes en la próxima fecha de elección general del 3 de noviembre de 2026:

Sec. 145 – Estancamiento en la Negociación Colectiva.

Si la Ciudad y la Asociación Internacional de Bomberos, Local 1044 han llegado a un estancamiento respecto a la negociación de un convenio de negociación colectiva, según lo determine la Asociación mediante notificación por escrito a la Ciudad:

(a) La Asociación, tras notificación por escrito a la Ciudad que contenga las especificaciones de los asuntos en disputa, podrá solicitar arbitraje y, en tal caso, la Ciudad y la Asociación someterán todos los asuntos en disputa a arbitraje dentro de los 45 días siguientes a la recepción por parte de la Ciudad de la solicitud de arbitraje por escrito de la Asociación. El fallo del arbitraje será definitivo, vinculante y ejecutable contra ambas partes.

(b) Ambas partes seleccionarán un árbitro dentro de los 15 días siguientes a la solicitud original de arbitraje de la Asociación y notificarán por escrito a la otra parte el nombre y la información de contacto del árbitro seleccionado. El árbitro seleccionado intentará seleccionar a un tercer árbitro (neutral) dentro de los 10 días siguientes a su selección con el fin de formar una Junta de Arbitraje de tres personas. Si los árbitros no logran ponerse de acuerdo sobre un tercer árbitro, cualquiera de las partes podrá solicitar que la American Arbitration Association seleccione al tercer árbitro, conforme a sus procedimientos justos y ordinarios. El tercer árbitro presidirá la Junta. Cualquier decisión tomada por la Junta en cualquier etapa del proceso de arbitraje se determinará por voto de mayoría simple de los árbitros seleccionados.

(c) El arbitraje será llevado a cabo por la Ciudad y la Asociación conforme a los procedimientos, plazos, deberes, requisitos y derechos establecidos en el Código de Gobierno Local de Texas §§ 174.155, 174.157 – 174.162, 174.164 y 174.253, o cualquier disposición que suceda a estas disposiciones legales.

(d) Al tomar su decisión, la Junta podrá considerar lo siguiente: (1) la remuneración y las condiciones de empleo que prevalecen en empleos comparables del sector público en otras ciudades; (2) la tasa de aumento o disminución del costo de vida para el área de Abilene, según lo determine el Índice de Precios al Consumidor; (3) cualquiera de las siguientes condiciones:

(A) los riesgos del empleo, (B) los requisitos físicos, (C) los requisitos educativos, (D) los requisitos mentales, (E) la capacitación laboral, (F) las aptitudes, y (G) cualquier otro factor que la Junta determine que sea pertinente a los asuntos planteados por las partes; y (4) los ingresos disponibles para la Ciudad y el impacto de cualquier fallo de arbitraje sobre los contribuyentes de la Ciudad.

POR CUANTO, el Condado de Taylor, conforme al Código Electoral de Texas 43.007, permite a la Corte de Comisionados participar en el programa para eliminar los lugares de votación por precinto electoral del condado y establecer lugares de votación en todo el condado para cada elección celebrada en la fecha uniforme de elección de noviembre; y,

POR CUANTO, cada lugar de votación en todo el condado debe permitir que un votante vote en la misma elección en la que el votante tendría derecho a votar en el precinto electoral del condado en el que reside; y

POR CUANTO, el Condado de Taylor ha sido aprobado por el Secretario de Estado para utilizar lugares de votación en todo el condado; y

POR CUANTO, los lugares de votación se designarán en una Resolución posterior correspondiente al contrato para la elección con el Condado de Taylor, pero dichos lugares podrán ser modificados por el Condado de Taylor, y dichos cambios, si los hubiera, se incorporan por la presente a esta ordenanza por referencia y pueden consultarse visitando la página web del Condado de Taylor: http://www.taylorcounty.texas.gov/214/current-election o comunicándose con:

Administrador de Elecciones del Condado de Taylor
400 Oak Street, #101, Abilene, Texas 79602
(325) 674-1216

POR CUANTO, la votación anticipada se llevará a cabo en los lugares y durante las fechas y horas establecidas por el Condado de Taylor, y designados en una Resolución posterior correspondiente al contrato para la elección con el Condado de Taylor, pero dichos lugares podrán ser modificados por el Condado de Taylor, y dichos cambios, si los hubiera, se incorporan por la presente a esta resolución por referencia y pueden consultarse visitando la página web del Condado de Taylor: http://www.taylorcountytexas.org/214/current-e1ections o comunicándose con:

Administrador de Elecciones del Condado de Taylor
400 Oak Street, #101, Abilene, Texas 79602
(325) 674-1216

POR CUANTO, las solicitudes de boletas por correo deben recibirse a más tardar a las 5:00 p.m. del martes 23 de octubre de 2026, y enviarse a la siguiente dirección:

Daniel Murray, Administradora de Elecciones del Condado de Taylor
P. 0. Box 3318
Abilene, Texas 79604
Correo electrónico: Daniel.murray@taylorcounty.texas.gov

POR LO TANTO, RESUÉLVASE POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE ABILENE, TEXAS:

PARTE 1: Que el Concejo Municipal por la presente ordena que se celebre una elección especial el martes 3 de noviembre de 2026, para someter a los votantes la cuestión de si la Carta Constitutiva de la Ciudad de Abilene debe enmendarse agregando el nuevo Artículo X, Sección 145 – Estancamiento en la Negociación Colectiva.

PARTE 2: Que la boleta se imprimirá para permitir votar a favor o en contra de la

propuesta: “Enmendar la Carta Constitutiva de la Ciudad de Abilene agregando el nuevo Artículo X, Sección 145 – Estancamiento en la Negociación Colectiva.”

PARTE 3: Si la mayoría de los votos recibidos en la elección están a favor de la adopción de la enmienda a la carta constitutiva, la Carta Constitutiva se enmendará para reflejar el texto anterior.

PARTE 4: Que esta Resolución entrará en vigor de inmediato a partir de su aprobación.

APROBADA por el Concejo Municipal de la Ciudad de Abilene el 23 de julio de 2026.

DOY FE:

_____ _____

Shawna Atkinson, Secretaria Municipal Weldon Hurt, Alcalde

APROBADO:

_____

Stanley Smith, Abogado de la Ciudad

Resolution:
Ordering a Special Election for November 3, 2026, for a Proposition to Amend the City Charter by Adding New Article X, Section 145 – Collective Bargaining Impasse

CITY OF ABILENE TEXAS

General Election Order

- Election Day: November 3, 2026
- Ballot: “Adoption of a Charter Amendment Adding New Article X, Section 145 – Collective Bargaining Impasse to the Abilene City Charter.”
- Contract: Taylor County for the administration of elections
- Locations: Countywide Vote Centers through contractual agreement with Taylor County – locations TBD
- Cost: None; only the contract for election administration

- Early Voting: Monday, October 19th through Friday, October 30th
- Election Day Voting: Tuesday, November 3, 2026
- Canvass tentatively scheduled for Monday, November 16 at 10:00 a.m.

CITY OF ABILENE TEXAS

QUESTIONS?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
7/23/2026

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

ITEM: **20. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve the Guaranteed Maximum Price for the Terminal Expansion and Improvements Construction Phase 1 with Linbeck *(Don Green)***

GENERAL INFORMATION

On November 20, 2025, Council awarded a contract to Linbeck as the Construction Manager at Risk (CMAR) for the Terminal Expansion and Improvements Project (Resolution 235-2025). A CMAR contract allows a general contractor to participate in the design and budget estimating process with the architect (Parkhill) and City staffs. This helps the contractor understand the design intent and give input into constructibility, phasing, and materials selection.

In June 2026, Linbeck received subcontractor and supplier bids to produce the actual construction pricing for Phase 1 of the project, which includes the expansion of the Holdroom/Boarding Area of the Terminal. Linbeck and its subcontractors and suppliers negotiated this pricing with Parkhill and City staffs. The result is a Guaranteed Maximum Price for Phase 1 construction at cost not to exceed $20,710,569.00. This price is approximately $1,000,000 over the original estimated cost, but within available funding and reasonable expectations to deliver this project with all critical components in place.

FUNDING/FISCAL IMPACT

This project is funded by three different types of FAA grants, and funds from the General Obligation Bond approved by voters in May 2025 for this project.

STAFF AND/OR BOARD RECOMMENDATION

The Airport Development Board will meet July 22, 2026 to consider this item for its recommendation. Council will be informed if the board is unable to meet or does not approve its recommendation. City staff recommends award of this Phase 1 GMP construction project.

ATTACHMENTS:

1. Linbeck GMP Resolution 7-23-26
2. 2712 - ABI - General Summary - 2026.07.14
3. 235-2025 - Authorizing a Construction Manager at Risk Contract with Linbeck
4. Presentation- Linbeck GMP Award (7-23-26)

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 7/21/2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE TERMINAL EXPANSION AND IMPROVEMENTS PHASE 1 CONSTRUCTION CONTRACT WITH LINBECK

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

WHEREAS, the City awarded a Construction Manager At Risk (CMAR) contract to Linbeck on November 20, 2025 through Resolution 235-2025 for the Terminal Expansion and Improvements Project; and

WHEREAS, Linbeck has participated in design and budget estimating process as the CMAR; and

WHEREAS, Linbeck received bids from sub-contractors and suppliers for Phase 1; and

W**HEREAS,** Linbeck, City staff and the architect, Parkhill, have negotiated a Guaranteed Maximum Price for Phase 1 of the project in the not-to-exceed amount of $20,710,569.00; and

WHEREAS, this project is funded by the 2025 General Obligation Bond and Federal Aviation Administration grants.

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

1. That the City Manager is authorized to execute the Guaranteed Maximum Price with Linbeck for Phase 1 of the Airport Terminal Expansion and Improvements Project.

2. That the Guaranteed Maximum Price is not to exceed $20,710,569.00

3. That this resolution is effective immediately upon approval.

ADOPTED this 23rd day of July, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CSI Series	Work Category	Labor	Sub Contract	Material	Equipment	Total
	GC Bond			$115,979		**$115,979**
	Builder's Risk Insurance			$28,581		**$28,581**
	Building Permit			$0		**$0**
Division 01	**General Conditions**	$1,767,885	$0	$269,053	$0	**$2,036,938**
Division 01	**General Requirements**	$356,418	$17,368	$318,965	$0	**$692,751**
Division 02	**Existing Conditions**	$0	$315,565	$0	$0	**$315,565**
Division 03	**Concrete**	$50,445	$474,670	$2,522	$6,800	**$534,437**
Division 04	**Masonry / Stone**	$0	$519,041	$0	$0	**$519,041**
Division 05	**Metals**	$25,222	$988,962	$1,261	$7,200	**$1,022,646**
Division 06	**Carpentry**	$0	$28,752	$0	$0	**$28,752**
Division 07	**Thermal and Moisture Protection**	$0	$1,401,824	$0	$0	**$1,401,824**
Division 08	**Doors, Frames, & Hardware**	$0	$133,237	$0	$0	**$133,237**
Division 08	**Glass & Glazing**	$0	$675,000	$0	$0	**$675,000**
Division 09	**Finishes**	$0	$2,752,516	$0	$0	**$2,752,516**
Division 10	**Specialties**	$0	$109,392	$0	$0	**$109,392**
Division 11	**Equipment**	$0	$0	$0	$0	**$0**
Division 12	**Furnishings**	$0	$40,598	$0	$0	**$40,598**
Division 13	**Special Construction**	$0	$0	$0	$0	**$0**
Division 14	**Conveying Systems**	$0	$415,000	$0	$0	**$415,000**
Division 21	**Fire Suppression**	$0	$153,878	$0	$0	**$153,878**
Division 22	**Plumbing**	$0	$957,127	$0	$0	**$957,127**
Division 23	**Mechanical**	$0	$1,627,050	$0	$0	**$1,627,050**
Division 26	**Electrical**	$0	$2,984,899	$0	$0	**$2,984,899**
Division 27	**Communications**	$0	$266,508	$0	$0	**$266,508**
Division 28	**Safety & Security**	$0	$493,074	$0	$0	**$493,074**
Division 31	**Earthwork**	$0	$858,633	$0	$0	**$858,633**
Division 32	**Exterior Improvements**	$0	$314,705	$0	$0	**$314,705**
Division 33	**Utilities**	$0	$303,630	$0	$0	**$303,630**
	Subtotal	**$2,199,970**	**$15,831,428**	**$736,361**	**$14,000**	**$18,781,759**
	LSIP					**$522,481**
	SDI					**$217,573**
	Construction Contingency				2.75%	**$536,850**
	Fee				3.25%	**$651,907**
	Total					**$20,710,569**

RESOLUTION NO. 235-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION MANAGER AT RISK CONTRACT WITH LINBECK

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

WHEREAS, the City has determined that a Construction Manager At Risk (CMAR) method of project development and construction is the best method to assist with designing and construction of expansion and improvements to the Airport Terminal Building; and

WHEREAS, the City conducted a Request for Proposals (CB-2563) for a CMAR and six proposals were received; and

WHEREAS, City staff interviewed the two highest ranked companies and selected Linbeck to award the contract; and

WHEREAS, Linbeck will charge $90,000.00 for Pre-Construction Phase Services, and will charge a 3.25% Construction Phase Services Fee.

WHEREAS, the Airport Development Board affirmed staff's recommendation and approved its recommendation on November 12, 2025.

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

1. That the City Manager is authorized to negotiate and execute an Agreement with Linbeck for CMAR for the Airport Terminal Expansion and Improvements Project.

2. That Linbeck will charge $90,000.00 for Pre-construction Phase Services, and will charge a 3.25% Construction Phase Services Fee.

3. That this resolution is effective immediately upon approval.

ADOPTED this 20th day of November 2025.

ATTEST:

Kaitlin Richardson, Deputy City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Award of Guaranteed Maximum Price Agreement to Linbeck for the Airport Terminal Expansion and Improvement Project Phase 1 Construction

CITY OF ABILENE TEXAS

Award of Guaranteed Maximum Price Agreement to Linbeck for the Airport Terminal Expansion and Improvement Project Phase 1 Construction

- On November 20, 2025, Council awarded a contract to Linbeck as the Construction Manager at Risk (CMAR) for the Terminal Expansion and Improvements Project (Resolution 235-2025).
- CMAR contract allows a general contractor to participate in the design and budget estimating process with the architect (Parkhill) and City staffs. This helps the contractor understand the design intent and give input into constructability, phasing, and materials selection.
- In June 2026, Linbeck received sub-contractor and supplier bids to produce the actual construction pricing for Phase 1 of the project, which includes the expansion of the Holdroom/Boarding Area of the Terminal, adding fire sprinkler system, replacing access control and CCTV systems, and replacing HVAC system.

CITY OF ABILENE TEXAS

- Linbeck and its sub-contractors and suppliers negotiated this pricing with Parkhill and City staffs. The result is a Phase 1 construction cost of $20,710,569. This price is approximately $1,000,000 over the original estimated cost, but is within available funding and reasonable expectations to deliver this project with all critical components in place.
- This project is funded by three different types of FAA grants and funds from the General Obligation Bond approved by voters in May 2025 for this project.
- Actual work on the project should begin within six weeks of contract execution.
- Phase 1 is expected to take 16 months to complete.

CITY OF ABILENE TEXAS

Typical Flight Pre-Boarding Crowd

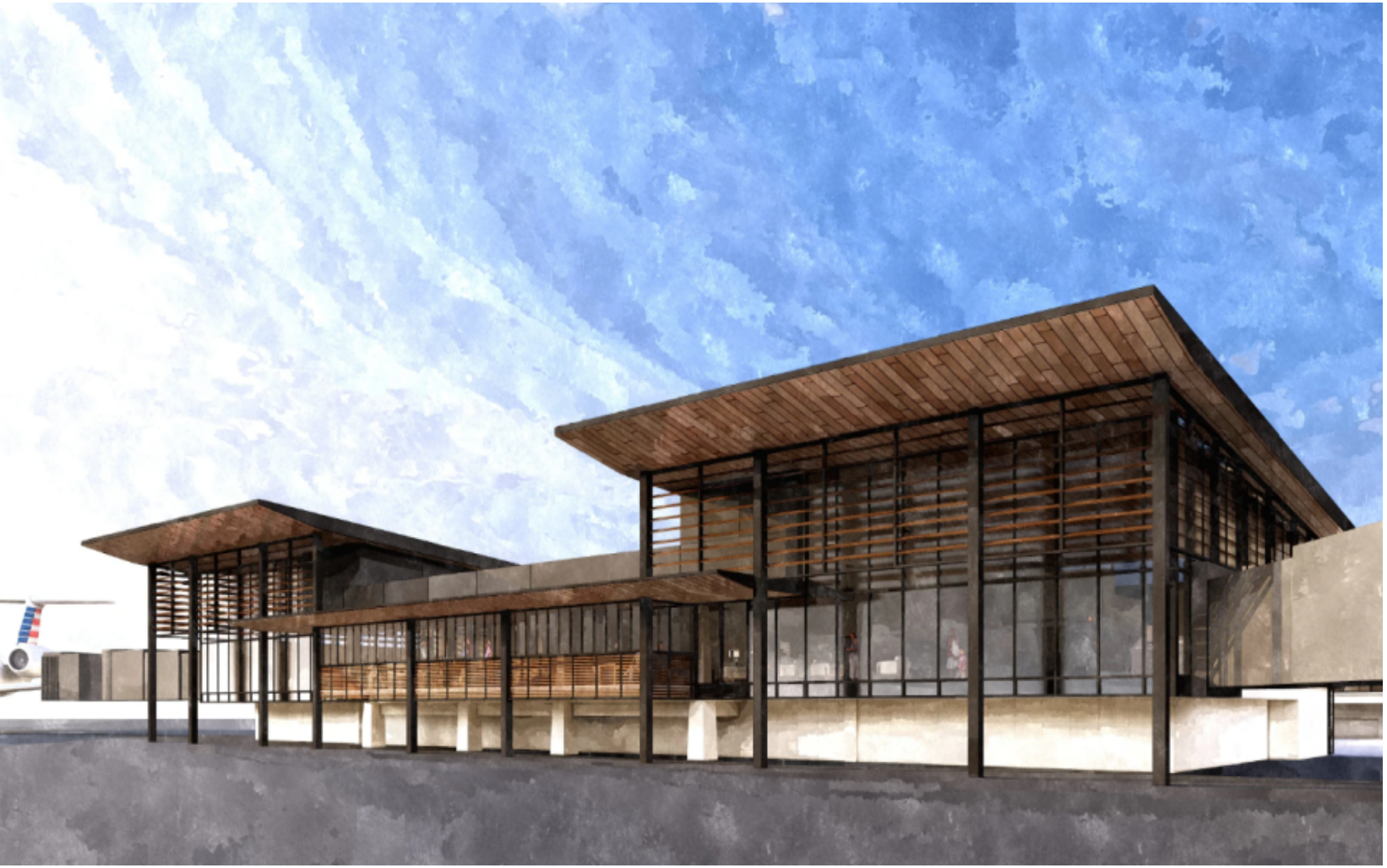


CITY OF ABILENE TEXAS



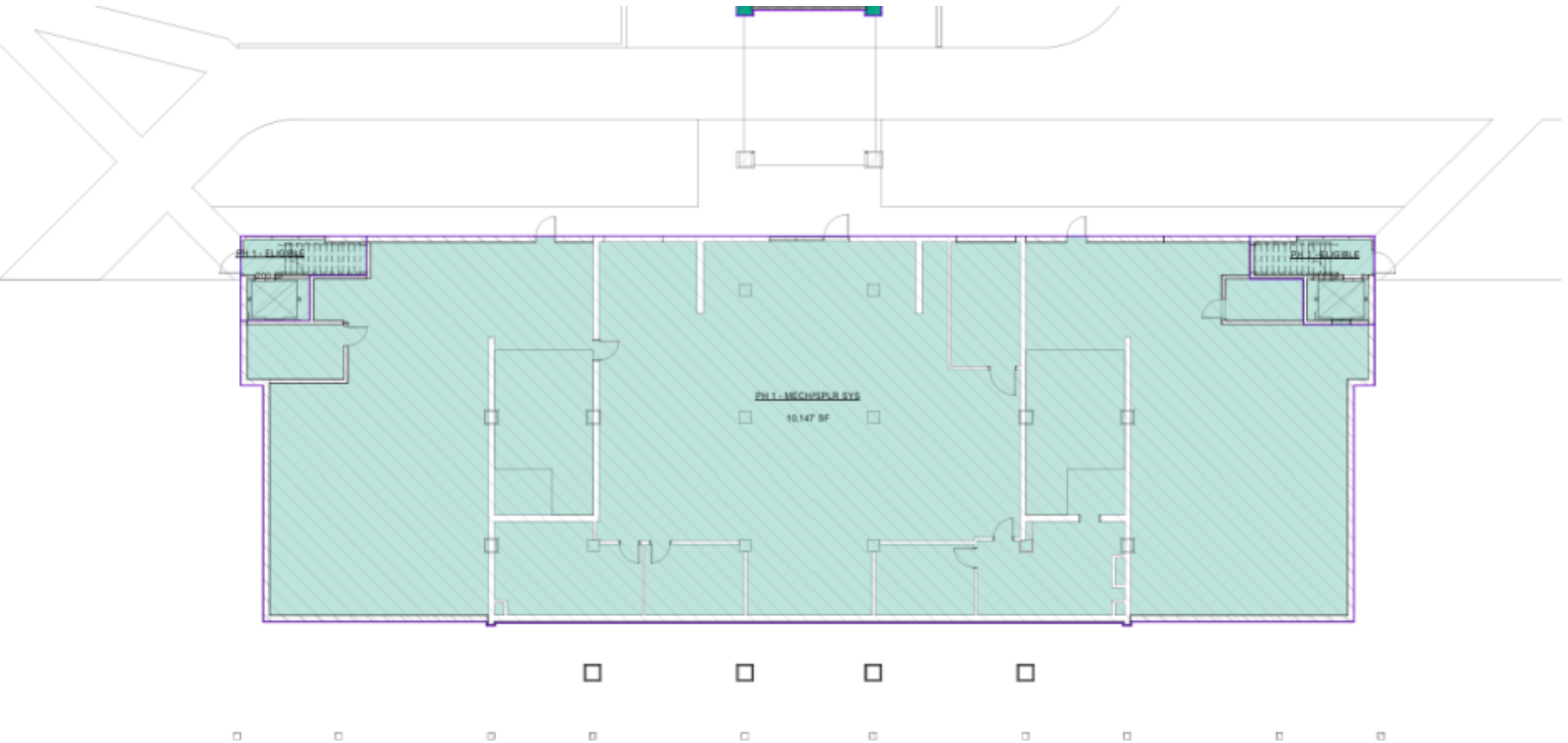
CITY OF ABILENE TEXAS

South Facing Phase 1 Exterior



CITY OF ABILENE TEXAS

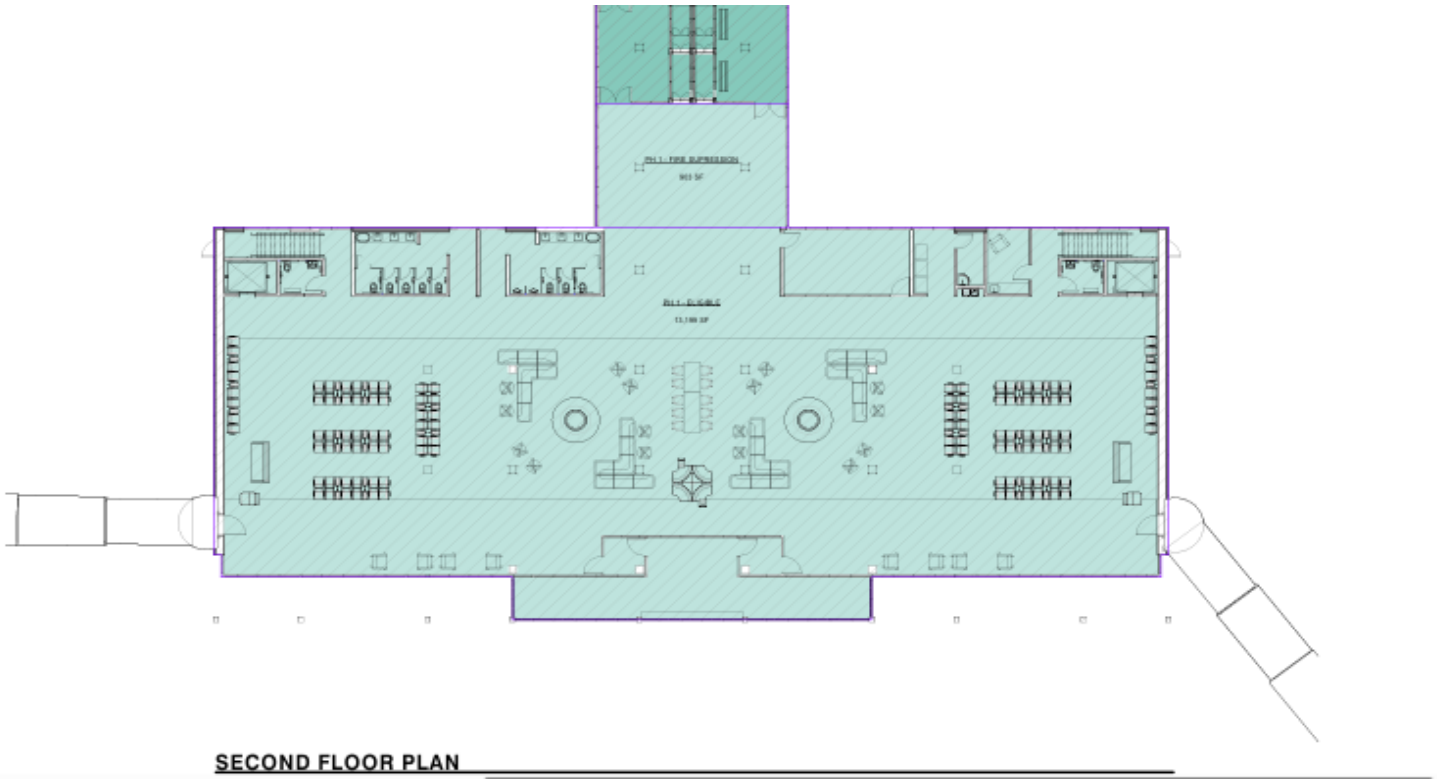
Phase 1 Construction Finished Areas – First Floor (Mechanical/Storage Areas)



FIRST FLOOR PLAN

CITY OF ABILENE TEXAS

Phase 1 Construction Finished Areas – Second Floor Boarding Area



SECOND FLOOR PLAN

CITY OF ABILENE TEXAS



CITY OF ABILENE TEXAS

Award of Construction Manager At-Risk (CMAR) Services to Linbeck for the Airport Terminal Expansion and Improvement Project

As this project progresses, Airport and City staff will keep the public informed of the progress and any expected impacts to wait times or procedures through signage, our website (iflyabi.com), and social media platforms.

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
7/23/2026

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

ITEM: **21. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve Task Order 4 with Kutchins & Groh for Capital Improvement Implementation Consulting on Terminal Expansion and Improvements Phase 1 *(Don Green)***

GENERAL INFORMATION

Kutchins & Groh is an airport planning and architecture firm that specializes in financial planning for airport projects. K&G staff and its co-owner have been essential in creating the financial plan for the Terminal Expansion and Improvements Project. The firm has assisted airport/city staff with Federal Aviation Administration grant and other funding strategies, determination of project component eligibility, grant applications, an activity forecast, creating the first-ever in the nation Small Airport Letter of Intent (SALOI) application, presentations to FAA and others for Abilene Regional Airport during the design phase of the Terminal project. As the city continues working on the funding strategy, particularly with FAA for Phases 2 and 3, K&G's services will continue to be needed.

K&G has provided a scope and fee proposal for Task Order 4 under its master contract to include all services expected to continue the work to fully fund the Terminal project. The fee for this task order will be a not-to-exceed of $150,233.04.

This scope and fee proposal went through an Independent Fee Estimate (IFE) by another firm and was determined to be within market rates for similar work.

FUNDING/FISCAL IMPACT

The fee for this task order is 90% funded by the airport's FY27 FAA AIP/AIG Grants at $135,209.00. The city will pay the remaining 10% of $15,024.04.

STAFF AND/OR BOARD RECOMMENDATION

The Airport Development Board approved its recommendation at its May 13, 2026 meeting. Staff recommends approval, as well.

ATTACHMENTS:

1. Kutchins and Groh Task Order 4 Resolution (7-23-26)
2. Kutchins and GrohTask Order 4 - Capital Planning Task-4-16-2026
3. ABI IFE Opinion Letter 05 27 26
4. ABI Proposal form for 2026 Terminal Program Grants- Task Order 4
5. 084-2023 - Approving an Airport Capital Projects Implementation Consulting Contract with Kutchins & Groh
6. Kutchins and Groh Task Order 4 Presentation (7-23-26)

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING TASK ORDER 4 UNDER THE AIRPORT CAPITAL PROJECTS IMPLEMENTATION CONSULTING CONTRACT WITH KUTCHINS & GROH

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

WHEREAS, the city has a master contract with Kutchins & Groh approved by City Council on May 11, 2023 (Resolution 84-2023); and

WHEREAS, the City has a need for additional grant and other financial and project planning services from Kutchins & Groh to assist with fully funding the Terminal Expansion and Improvements Project; and

WHEREAS, Kutchins & Groh provided a Task Order 4 Scope and Fee proposal of $150,233.04; and

WHEREAS, the city conducted an Independent Fee Estimate, through an airport planning firm, of the proposal and found the fee to be in line with current market expectations; and

WHEREAS, the Airport Development Board approved its recommendation of Task Order 4 at its May 13, 2026 meeting.

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

I. That City Council the City Manager to authorized to execute Task Order 4 with Kutchins & Groh in the amount of $150,233.04.
II. That this action is effective immediately upon Council approval.

ADOPTED this 23rd day of July 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

TASK ORDER FOUR

WORK AUTHORIZATION

The Project/Task, Scope of Work and Compensation set forth in this Work Authorization is a part of that certain Agreement dated May 11, 2023) between the City of Abilene and Kutchins & Groh, L.L.C. Unless otherwise specifically set forth herein, all other terms shall be as set forth in the Agreement.

1. Project/Task:

Assist the staff in the management of project issues and tasks associated with the development and implementation of its Development Program.

2. Scope of Work:

The Airport hereby engages Consultant to provide professional consulting services and other analyses, in connection with the implementation and management of its Development Program.

Working in conjunction with the Airport Staff, Consultant will prepare the necessary documentation and provide the professional staff and expertise required to assist with the management and implementation of the Airport's Development Program. This effort will include coordination with the Airport Staff, City Administration, FAA and other Stakeholders. The basic services to be provided by the Consultant include:

AIP Eligible Items

Coordinate Project Meetings;
Coordinate with Airport's Designers to manage the implementation of the program including:

- Gather cost information and project specific items required for implementation of the program
- Weekly meetings
- Budget analysis and management
- General prosecution of the program elements through design and construction.

Coordinate with required stakeholders including City Officials, Federal Aviation; Administration Officials, and other Governmental Officials as requested by the Staff;
Prepare and assist with the submission of required documentation for stakeholders;

Provide Grant Program Implementation Management Services including, but not limited to,

- Consultant Selection Assistance
- General planning
- Independent Fee Estimates
- Grant Documentation (applications, certifications, reimbursement requests, close-out documentation, etc.)

3.

Compensation:

Compensation shall be based on a not-to-exceed budget of $150,233.04.

Invoices shall be submitted in accordance with the terms and conditions of the original base contract.

Dated as of_____, 2026.

CITY OF ABILENE

By:_____
Emily Crawford

Title: City Manager

ATTEST:

_____
City Secretary

KUTCHINS & GROH, L.L.C.

APPROVED:

By:_____
Bradley C. Kutchins

By;_____
City Attorney

Title: Managing Principal

May 27, 2026

Sent via email

Mr. Don Green, AAE
Director of Transportation Services
City of Abilene
Abilene Regional Airport
2933 Airport Parking Cir Ste 200
Abilene, TX 79602-2130

RE*: Independent Fee Estimate (IFE) Proposal for Abilene Regional Airport, Task Order Related to Implementation and Management of the ABI Development Program.*

Dear Mr. Green:

Thank you for the opportunity to provide an Independent Fee Estimate (IFE) for the Implementation and management of the ABI Development Program at Abilene Regional Airport.

Based on a review of the proposed Scope of Services (SOW), all tasks associated with this planning effort have been determined to meet the criteria as detailed and outlined in Federal Aviation Administration (FAA) 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.*

When applying anticipated labor hours for each task and inclusion of the eligible costs for overhead, expenses, fixed fees, we computed an overall project cost of $151,130.24 to complete the proposed program of services. This IFE recognizes the significant increases in direct expenses that the Abilene market is presently experiencing. (Please see the attached spreadsheet for a breakdown of the costs.)

Should this total exceed the allowable FAA and industry standard of plus or minus ten percent, we are happy to communicate with the consultant to gain a better understanding of the components required for each task. Again, thank you for the opportunity to provide our services for your airport. Please don’t hesitate to reach out if you have questions.

Sincerely,



Peter J. Van Pelt, AAE.
National Aviation Practice Leader

Grant Management & Program Services

1. Direct Salary Costs

Title	Hours	Rate/Hr.	Cost
Managing Principal	144	$110.00	$15,840.00
Senior Project Manager		$79.00	$0.00
Project Manager		$71.50	$0.00
Planning Associate	360	$64.00	$23,040.00
Planner	0	$60.00	$0.00
Associate	144	$55.00	$7,920.00
Associate 2	0	$51.00	$0.00
Admin Support	36	$44.00	$1,584.00
	Total Direct Salary Costs		$48,384.00

2. Labor and General & Administrative Overhead $67,036.03
Percentage of Direct Salary Costs 138.55%

3. Direct Nonsalary Expenses

Travel Cost	$10,000		
Per Diem	$5,000		
Printing & misc.	$2,500		
Planning Support			
		TOTAL	$17,500.00

4. Subtotal of Items 1,2, and 3 $115,420.03

5. Fixed Payment (15% of item 4) $17,313.00

6. Subcontract cost $0.00

7. TOTAL COST (sum of items 4, 5, and 6) $150,233.04

RESOLUTION NO. 84-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING AN AIRPORT CAPITAL PROJECTS IMPLEMENTATION CONSULTING CONTRACT WITH KUTCHINS & GROH

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

WHEREAS, Abilene Regional Airport continually seeks improvement occasionally with assistance from consulting firms with top-of-industry experience and results; and

WHEREAS, the City conducted a Request for Qualifications (CB-2342) for Airport Capital Projects Implementation Consulting Services; and

WHEREAS, Kutchins & Groh submitted its Statement of Qualifications and has performed previous tasks for Abilene Regional Airport that exceeded Staff's expectations; and

WHEREAS, Abilene Regional Airport Staff anticipates the need for near-future consulting assistance assigned by task orders under this contract; and

WHEREAS, such task orders will be brought for separate City Council approval, when needed.

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

I. That City Council accepts and approves this Contract with Kutchins & Groh.
II. That this contract will not exceed $90,000.00 based on actual work performed.
III. That this action is effective immediately upon Council approval.

ADOPTED this 11th day of May 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting

CITY OF ABILENE TEXAS

FY26 AIP Grant Award

- Kutchins & Groh is an airport planning and architecture firm that specializes in financial planning for airport projects. K&G staff and its co-owner have been essential in creating the financial plan for the Terminal Expansion and Improvements Project.
- The firm has assisted airport/city staff with Federal Aviation Administration grant and other funding strategies, determination of project component eligibility, grant applications, an activity forecast, creating the first-ever in the nation Small Airport Letter of Intent (SALOI) application, presentations to FAA and others for Abilene Regional Airport during the design phase of the Terminal project.

CITY OF ABILENE TEXAS

- As the city continues working on the funding strategy, particularly with FAA for Phases 2 and 3, K&G's services will continue to be needed.
- K&G has provided a scope and fee proposal for Task Order 4 under its master contract to include all services expected to continue the work to fully fund the Terminal project. The fee for this task order will be a not-to-exceed of $150,233.04.
- The fee for this task order is 90% funded by the airport's FY27 FAA AIP/AIG Grants at $135,209.00. The city will pay the remaining 10% of $15,024.04.

CITY OF ABILENE TEXAS



CITY OF
ABILENE
TEXAS

CITY COUNCIL MEMORANDUM
7/23/2026

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

ITEM: **22. Ordinance (Final Reading) CUP-2026-10: 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 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.

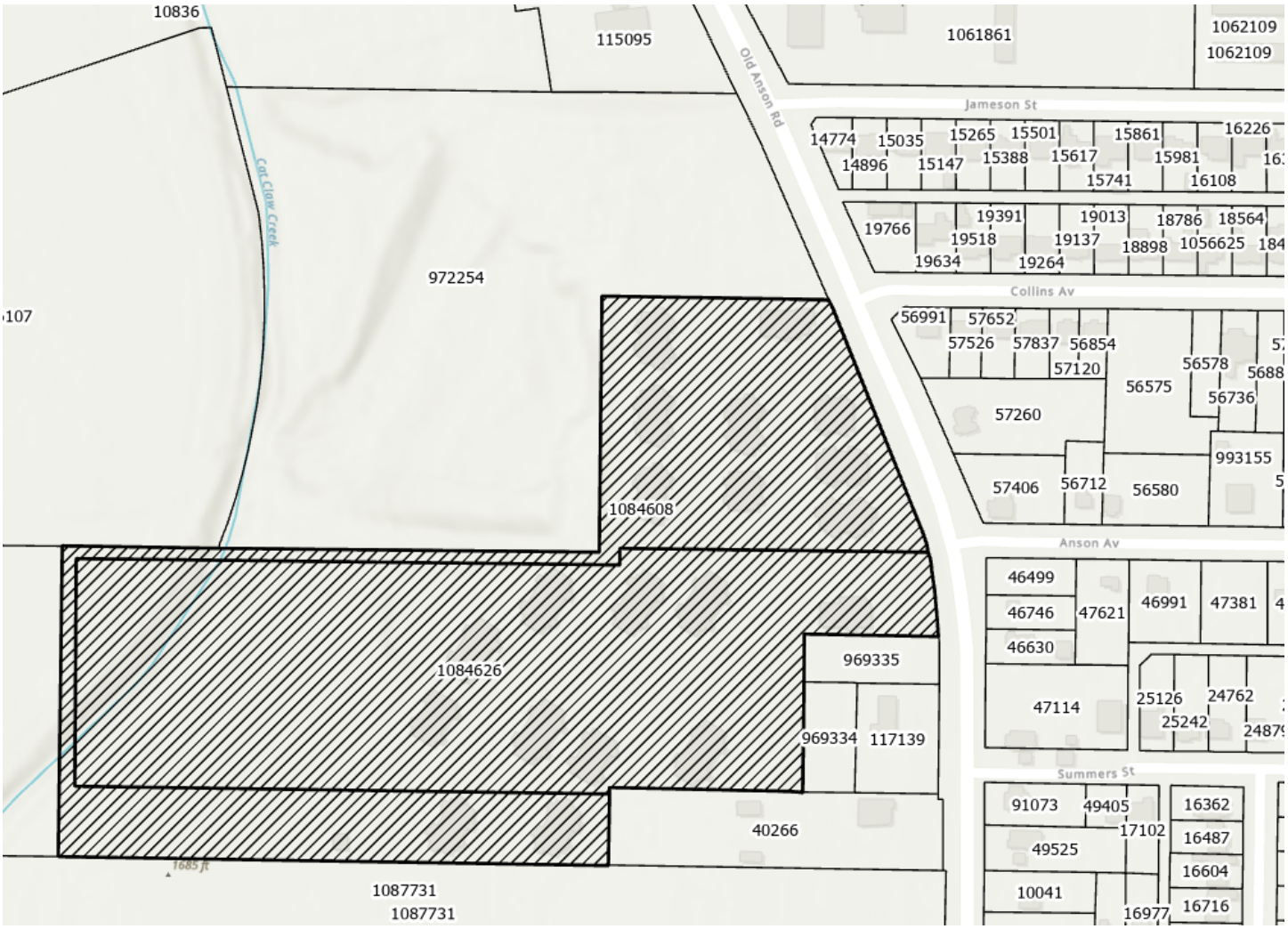


EXHIBIT B

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:

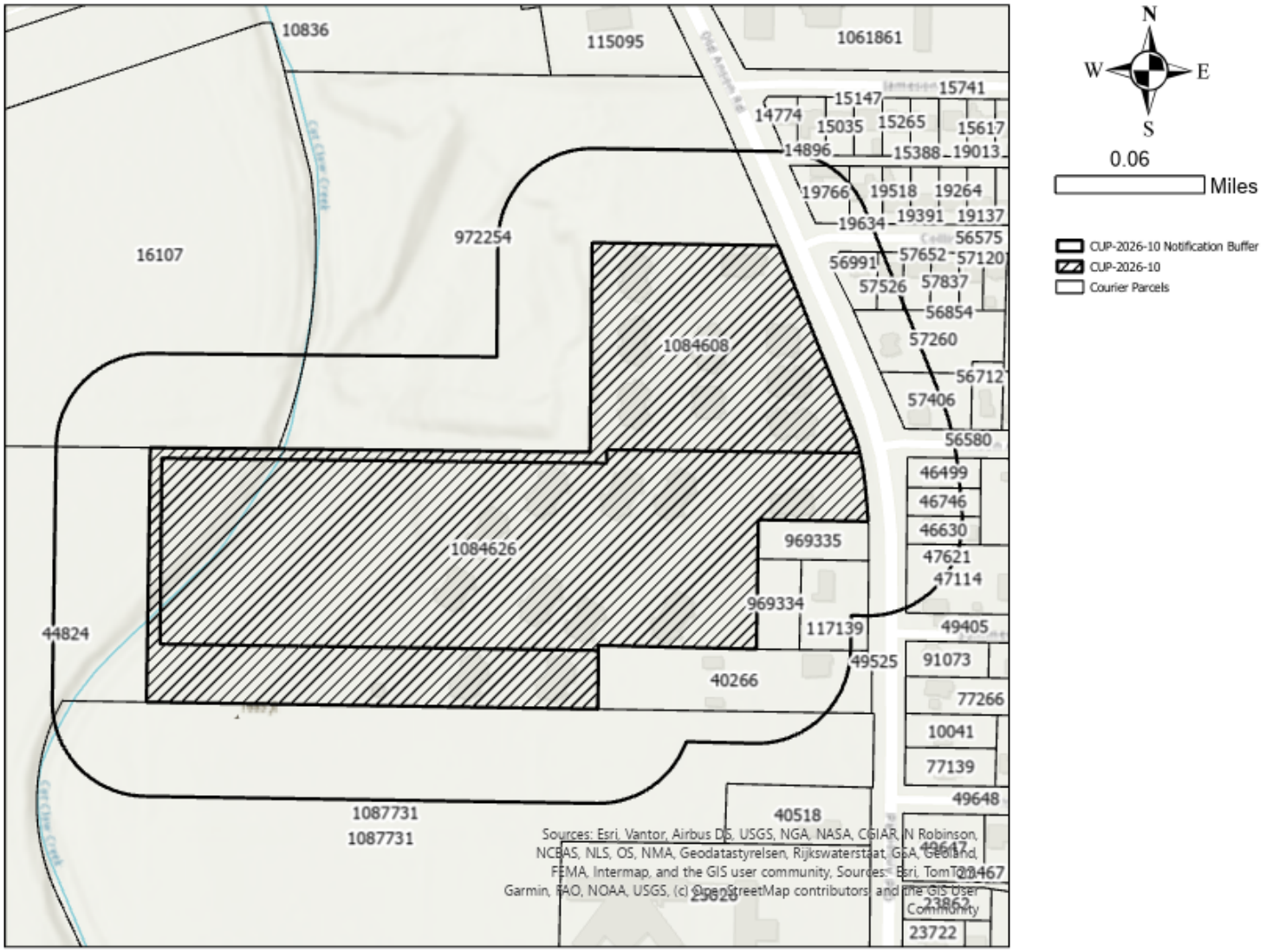
PROPERTY OWNER Legend: O - Opposed, F - In Favor

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	
RAMEY KENNETH D	19634	2110 COLLINS AV	
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	
MARTINEZ JUAN MANUAL ET AL	46746	2933 OLD ANSON RD	
DULANEY DALLAS DAVID &	47114	2901 OLD ANSON RD	
CHARLIE THYNE INC &	56991	2109 COLLINS AV	
LINN RANDY B	57260	3001 OLD ANSON RD	
JIMENEZ LUIS & MELCHORA I	57406	2256 ANSON AV	
JUAREZ EDWARD C & ELIZABETH D	57526	2101 COLLINS AV	
PADILLA ELISA MARIELA	57652	2065 COLLINS AV	
HOWISON DAVID & DENISE	117139	2836 OLD ANSON RD	
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



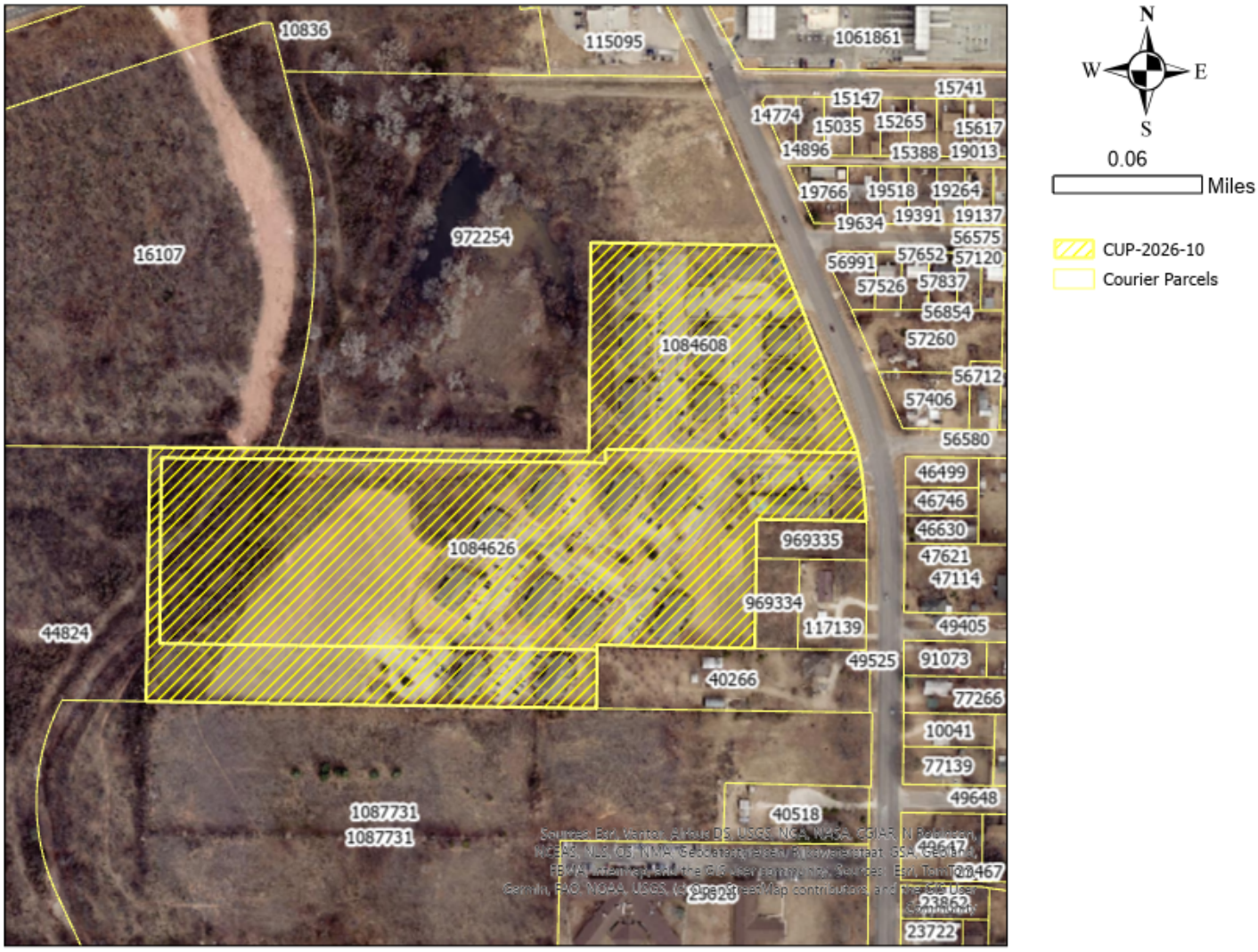
PLAN OF OPERATION

Proposed Use: Daycare Operation – Center-Based

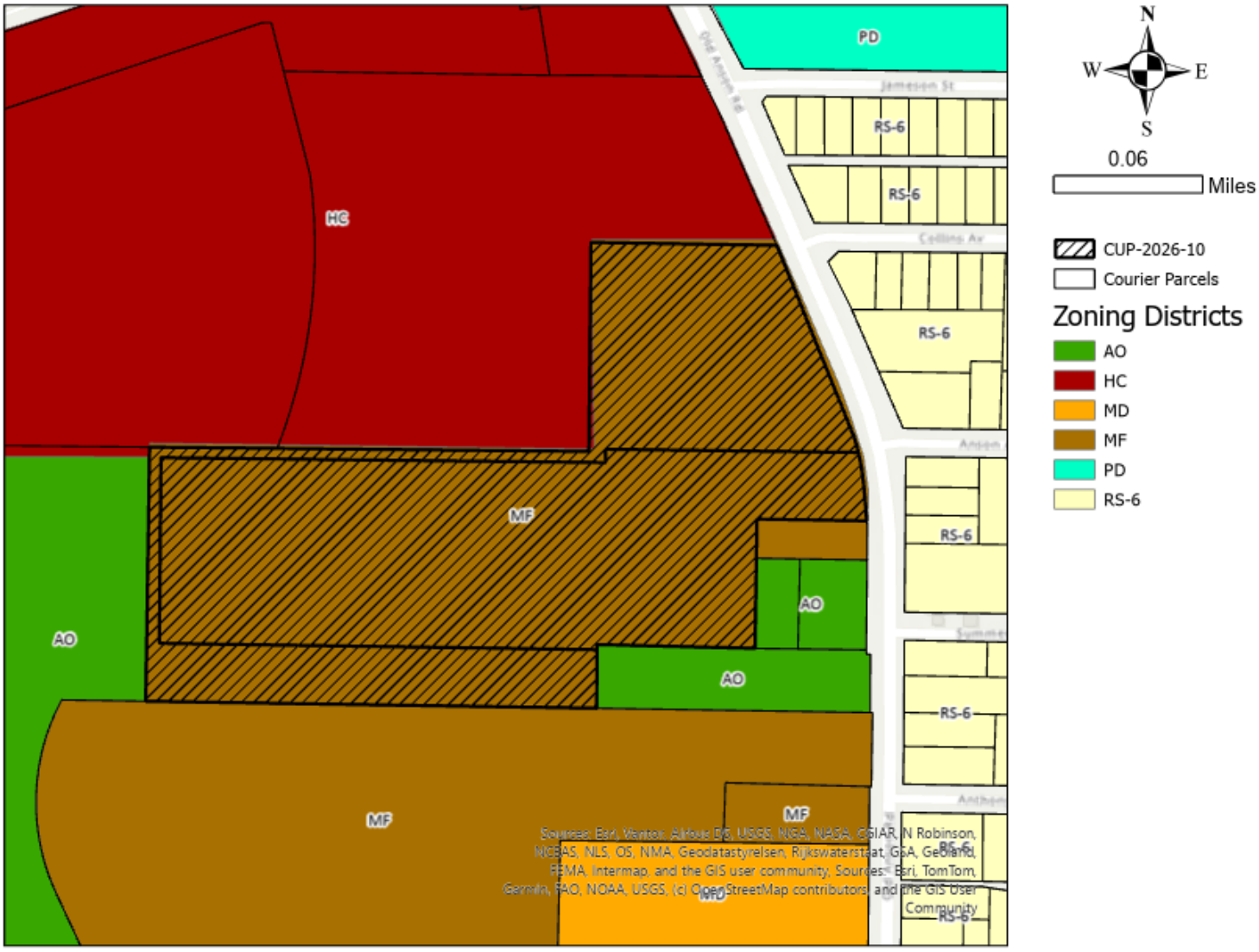
Hours of Operation: 5 A.M. to 7 P.M.

Days of Operation: Monday – Friday

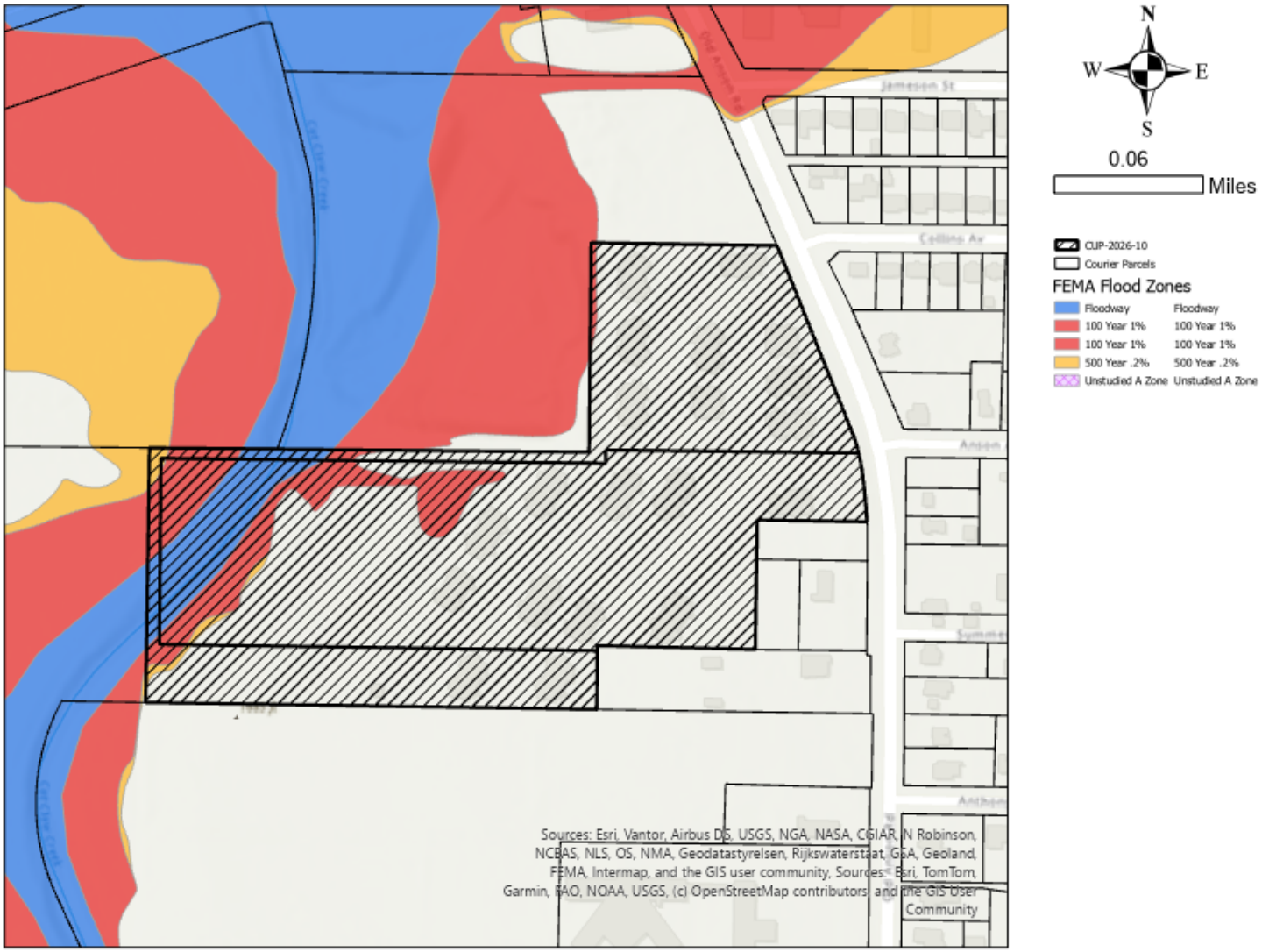
LOCATION MAP

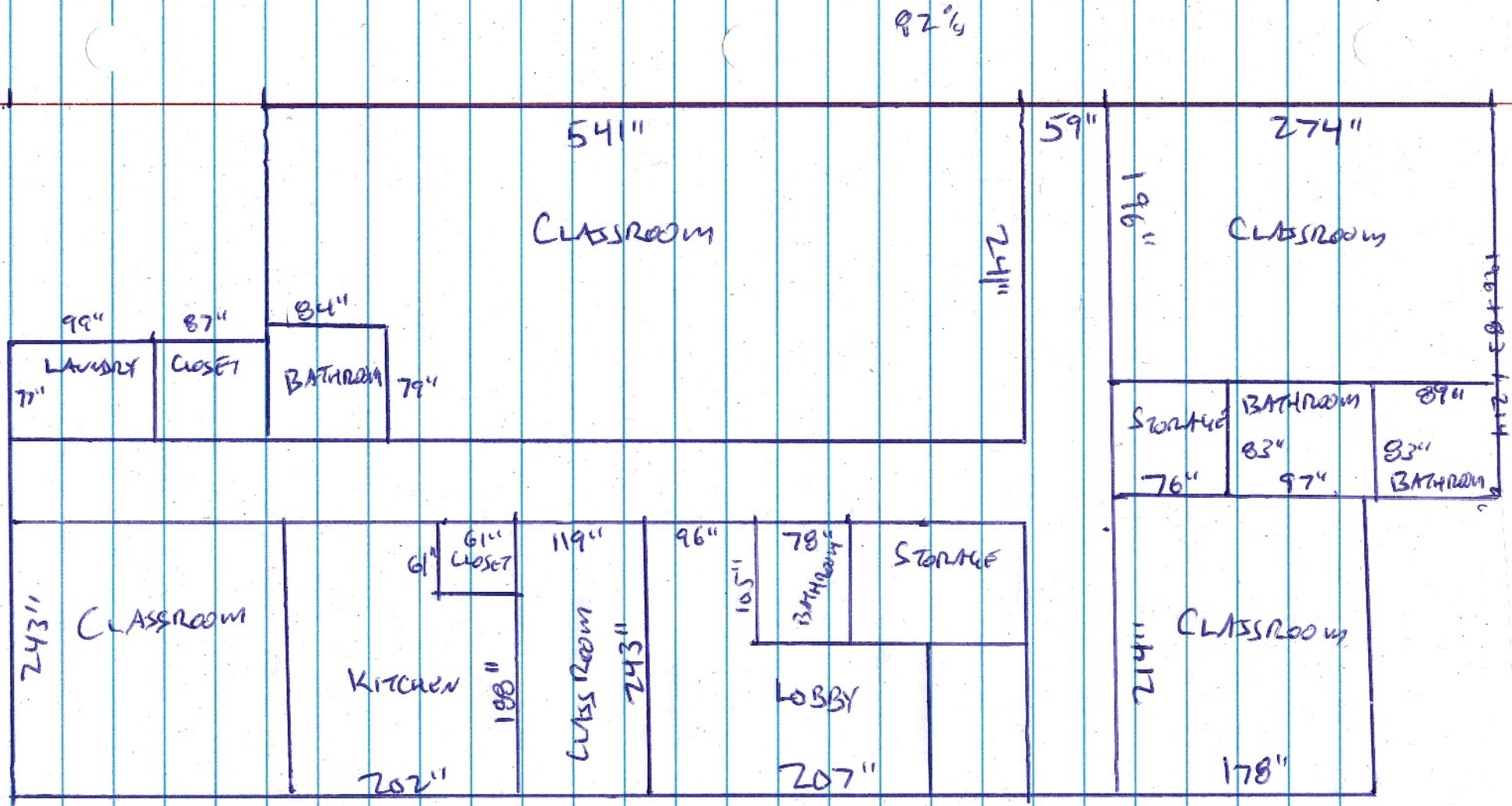


ZONING MAP


PD
RS-6
RS-6
HC
RS-6
MF
RS-6
AO
AO
AO
RS-6
MF
MF
RS-6
RS-6
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

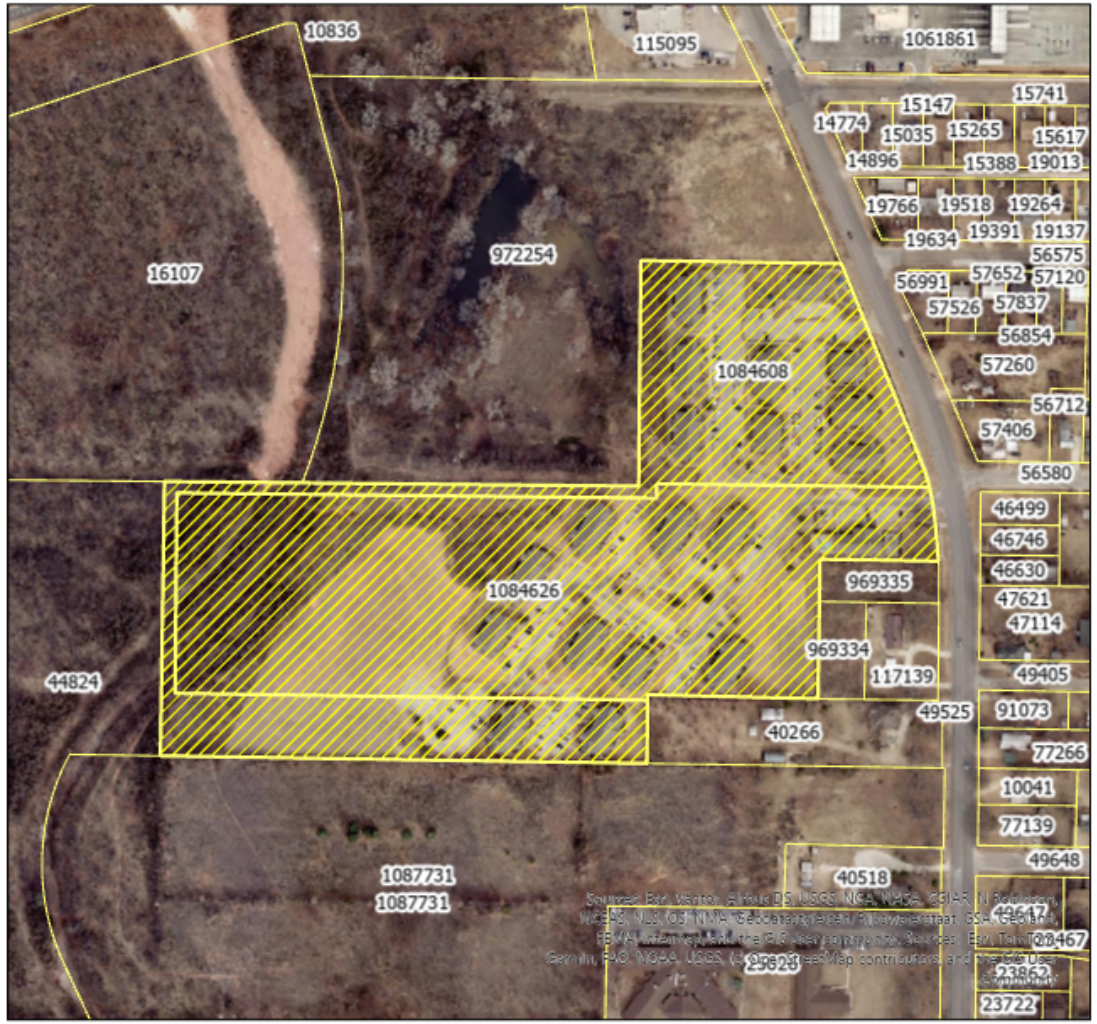
Hours of Operation of the Anson Park Child Care Center will be 5AM TO 7PM Monday thru Friday.

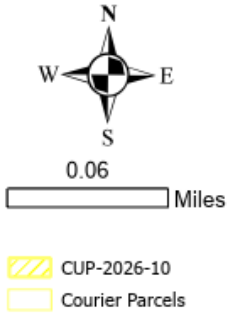
CONDITIONAL USE PERMIT

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

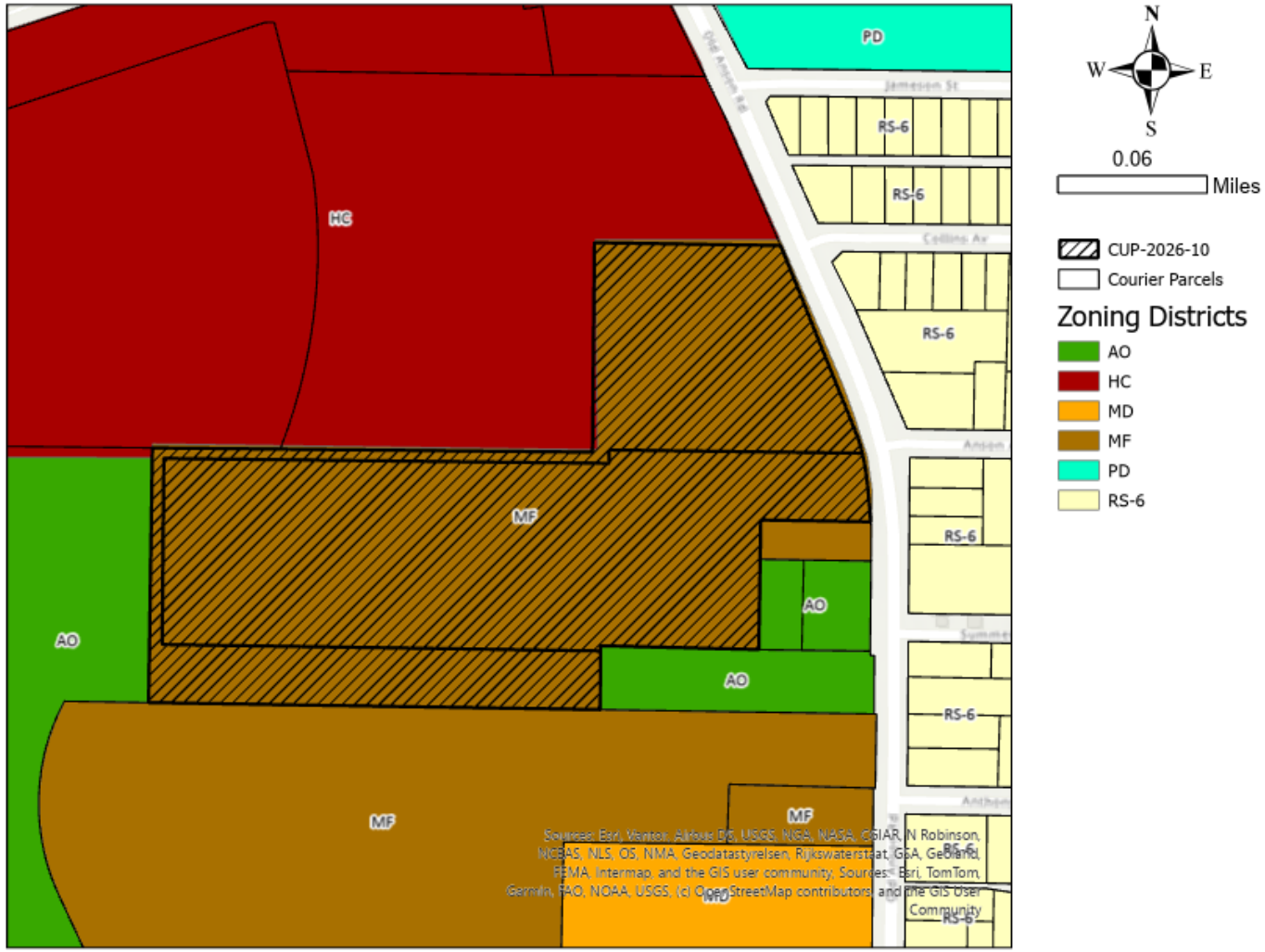
AERIAL LOCATION MAP





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

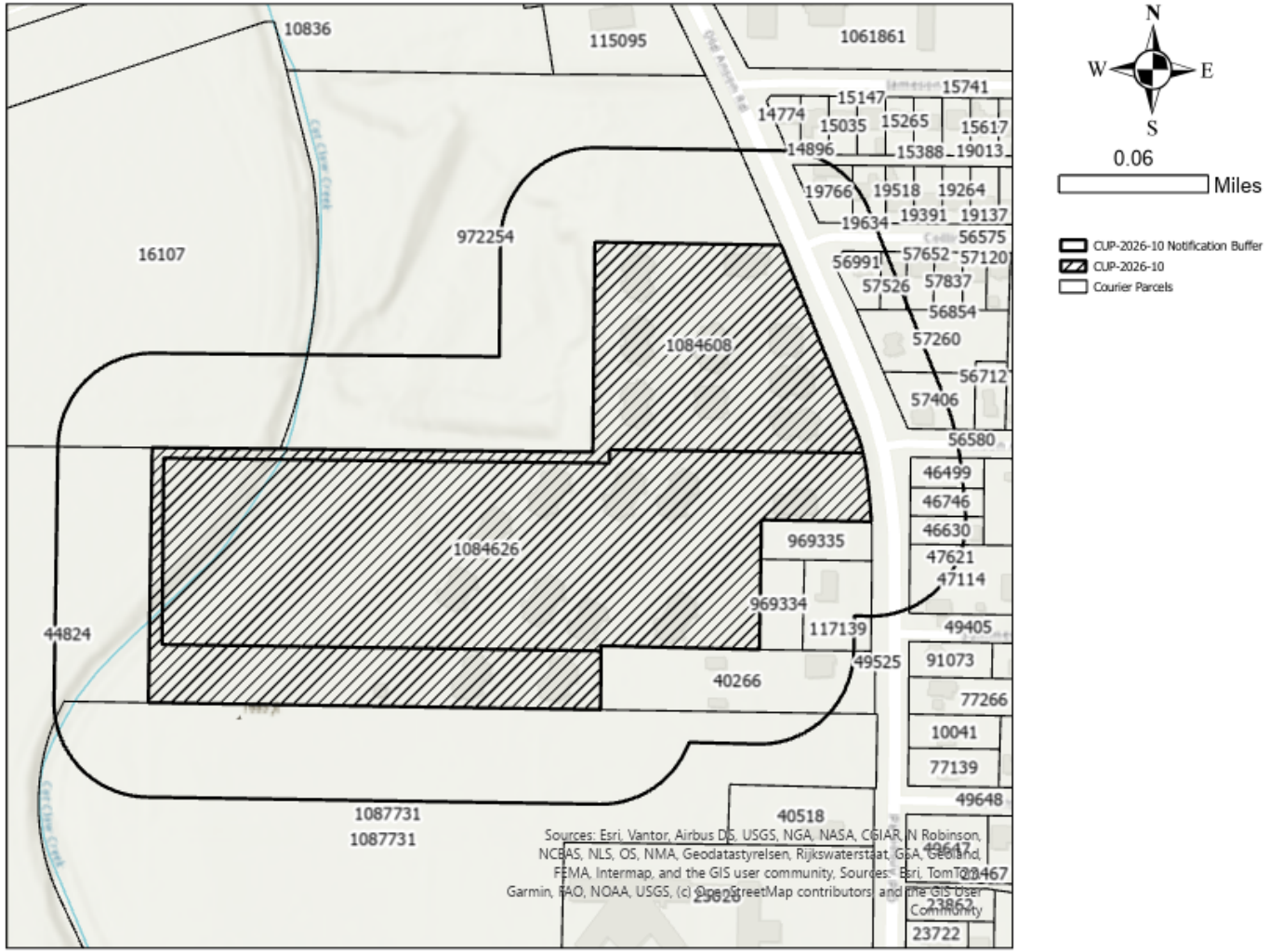
Proposed Use: Daycare Operation – Center-Based

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
7/23/2026

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

ITEM: **23. Ordinance (Final Reading) Z-2026-35: Receive a Report, Hold a Discussion and Public Hearing, 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:

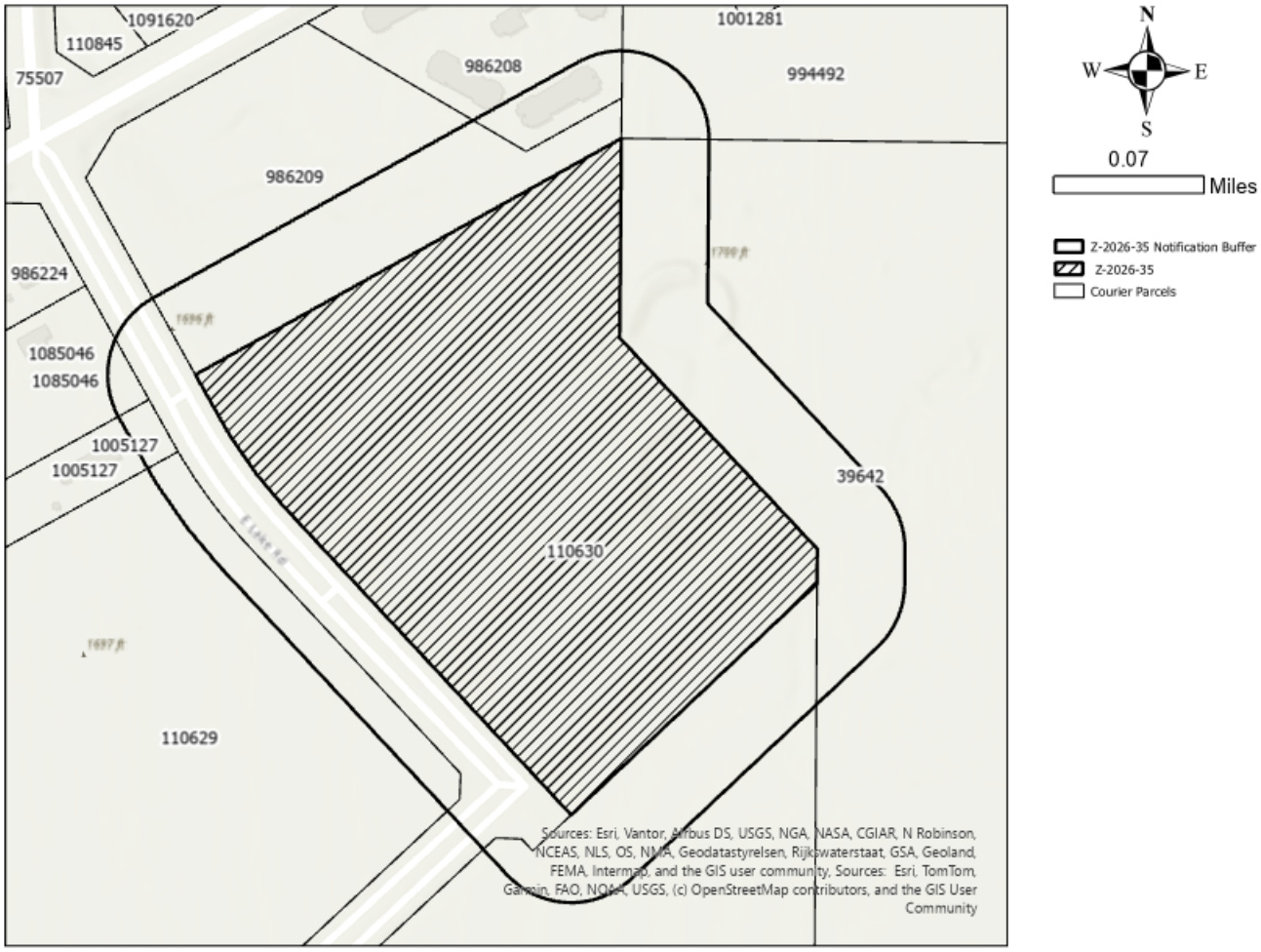
PROPERTY OWNER Legend: O - Opposed, F - In Favor

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		

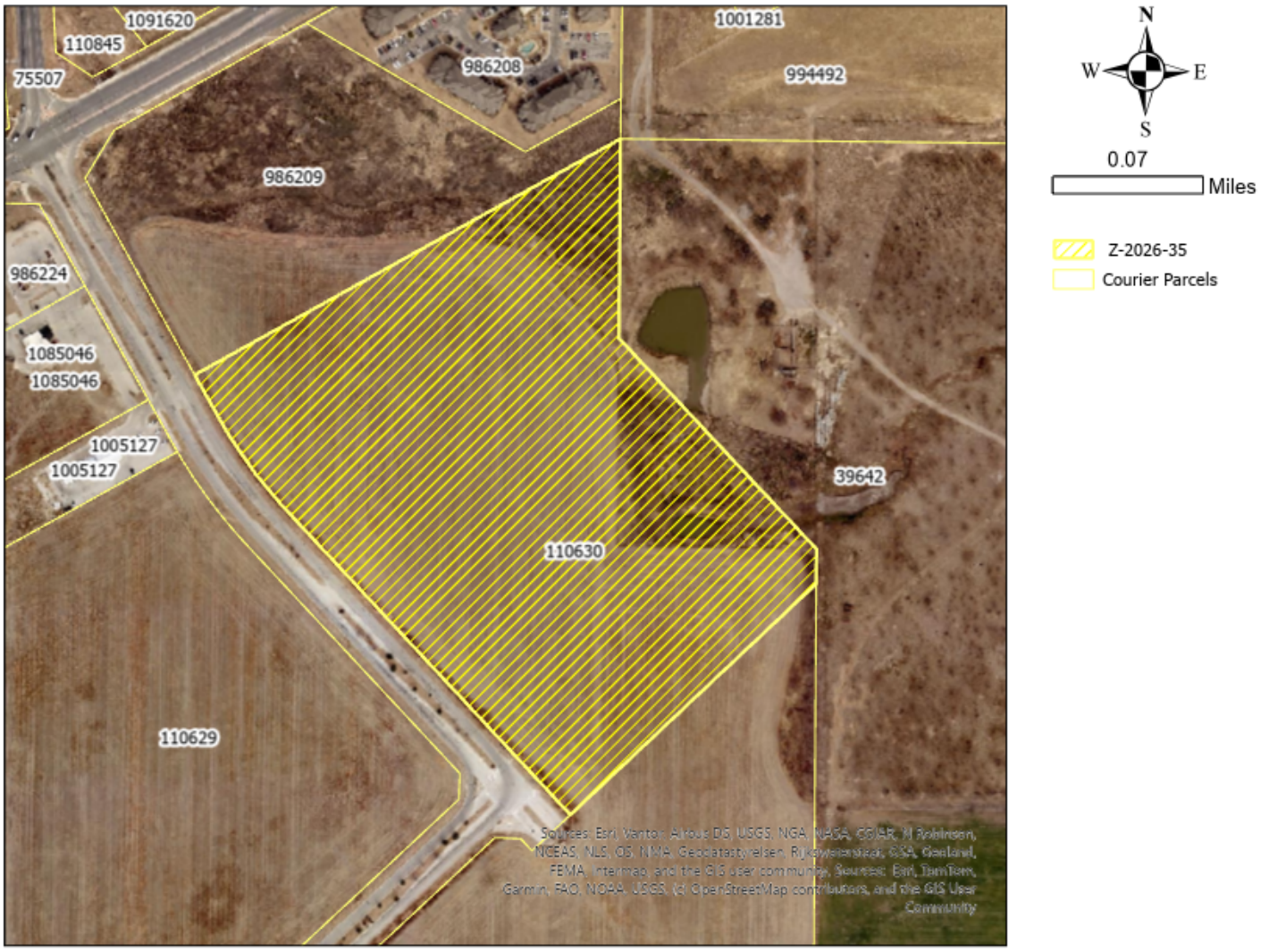
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OWNER	PROP_ID	SITUS	RESPONSE
TROTTER JOHNNY	39642		
HORNE RE-ABILENE LLC	110629		Owner
HORNE RE-ABILENE LLC	110630		
LA VENTANA APARTMENTS LLC	986208	2109 HWY 351	
GO GROWTH ABILENE LLC	986209		
TROTTER JOHNNY	994492		
BETTY ROSES HOLDINGS LLC	1005127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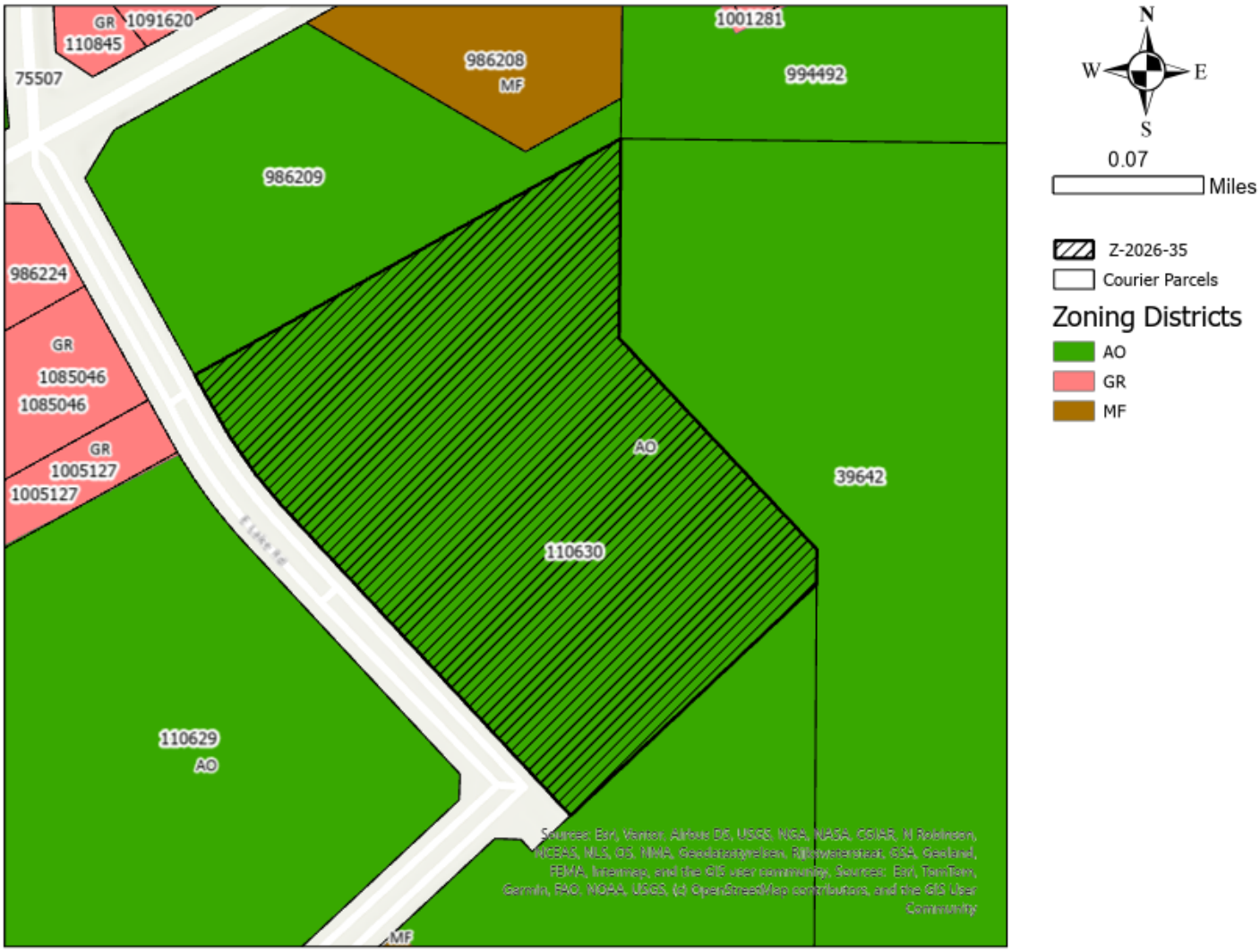
NOTIFICATION MAP



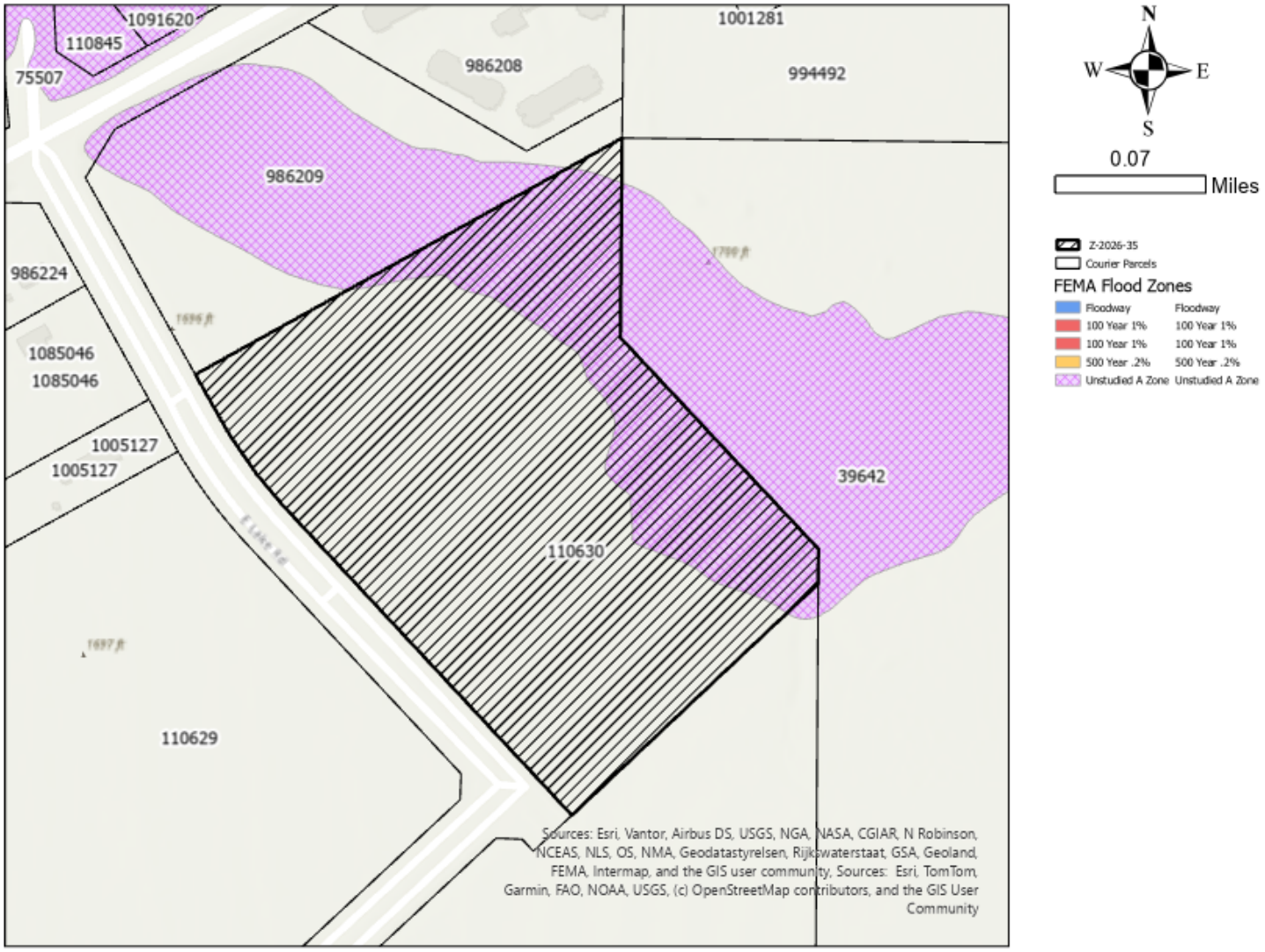
LOCATION MAP



ZONING MAP


GR
1091620
110845
75507
986208
MF
1001281
994492
986209
986224
GR
1085046
1085046
GR
1005127
1005127
AO
39642
110630
110629
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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
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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

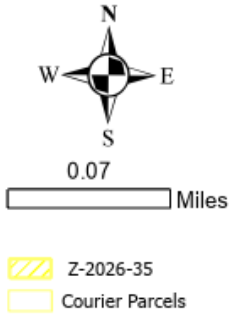
REZONE REQUEST

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

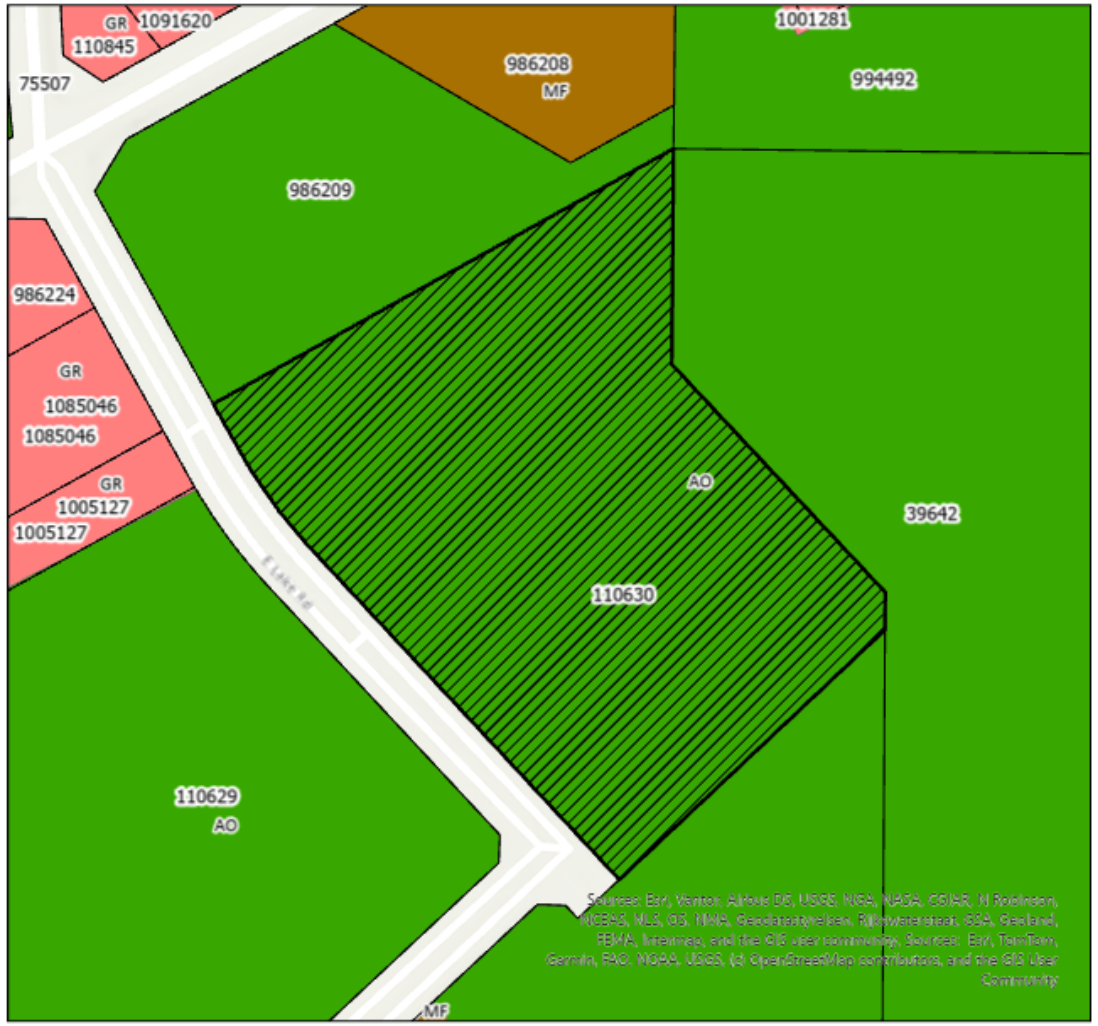
AERIAL LOCATION MAP

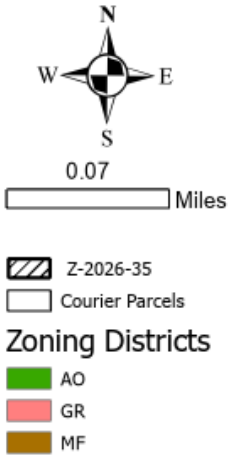




CITY OF ABILENE TEXAS

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:

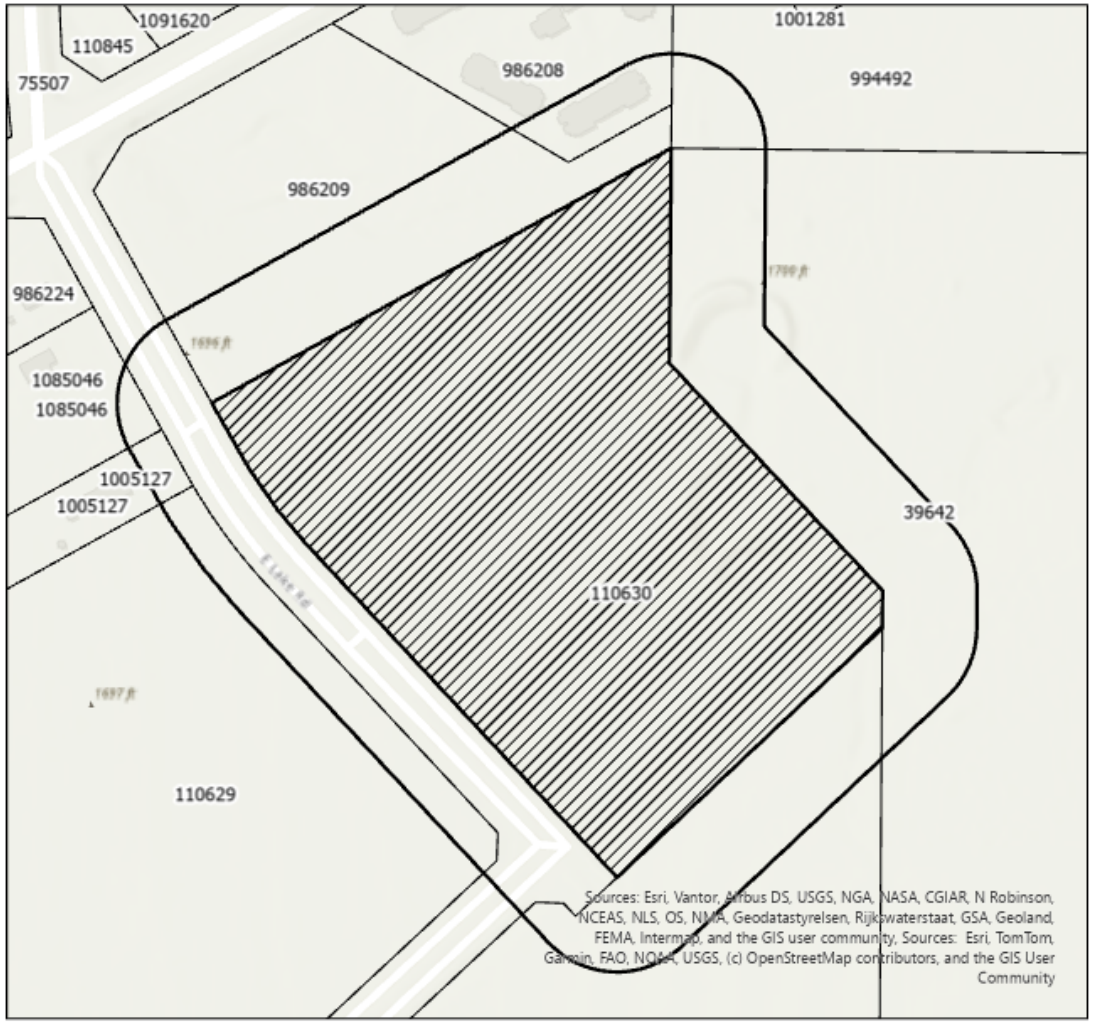
P	Petroleum or Gas Well
P	Urban Garden

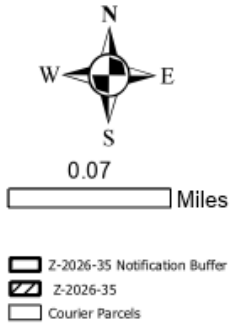
LEGEND

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 OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
7/23/2026

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

ITEM: **24. Ordinance (Final Reading) Z-2026-37: Receive a Report, Hold a Discussion and Public Hearing, 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:

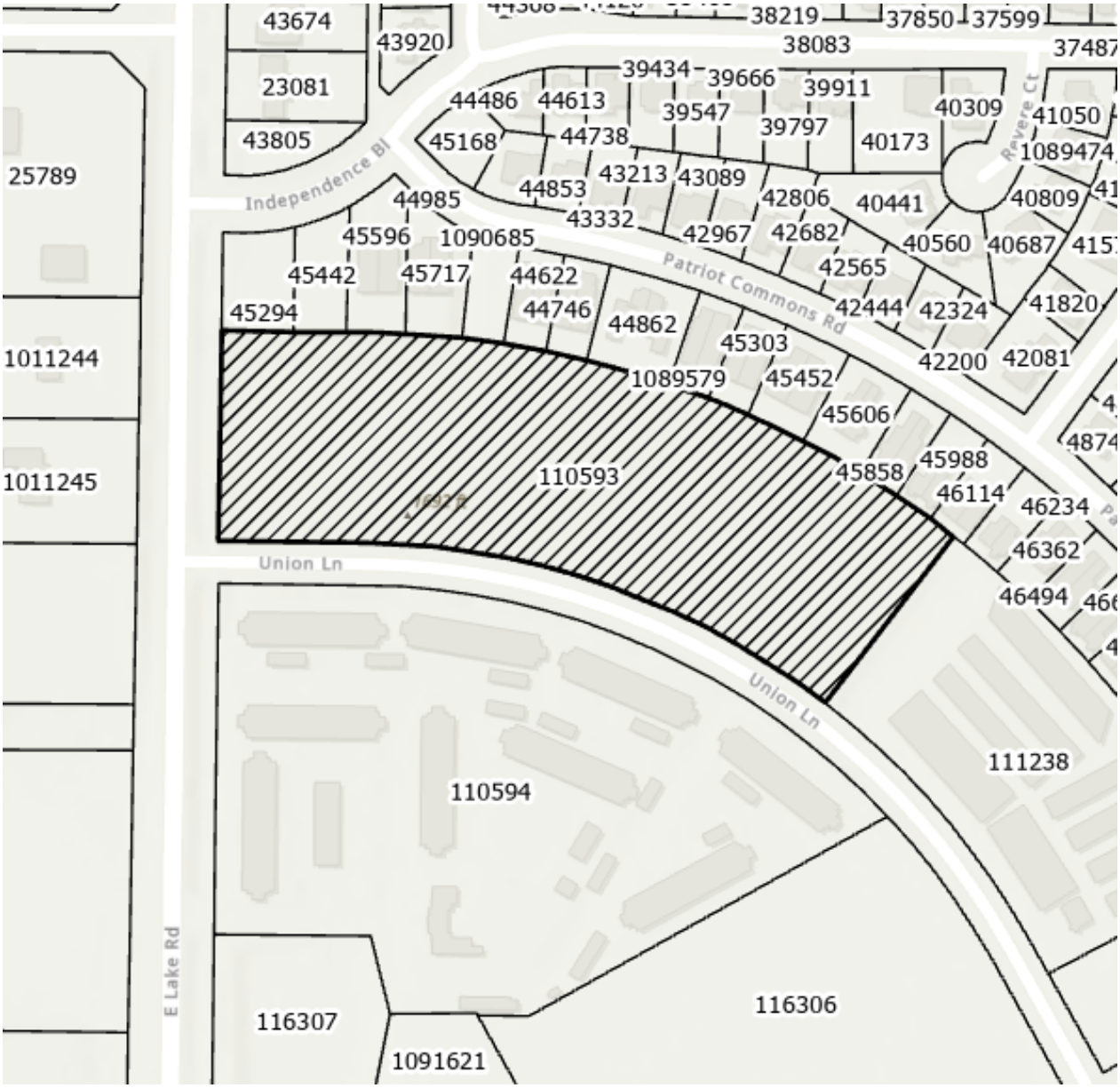
_____
CITY ATTORNEY

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

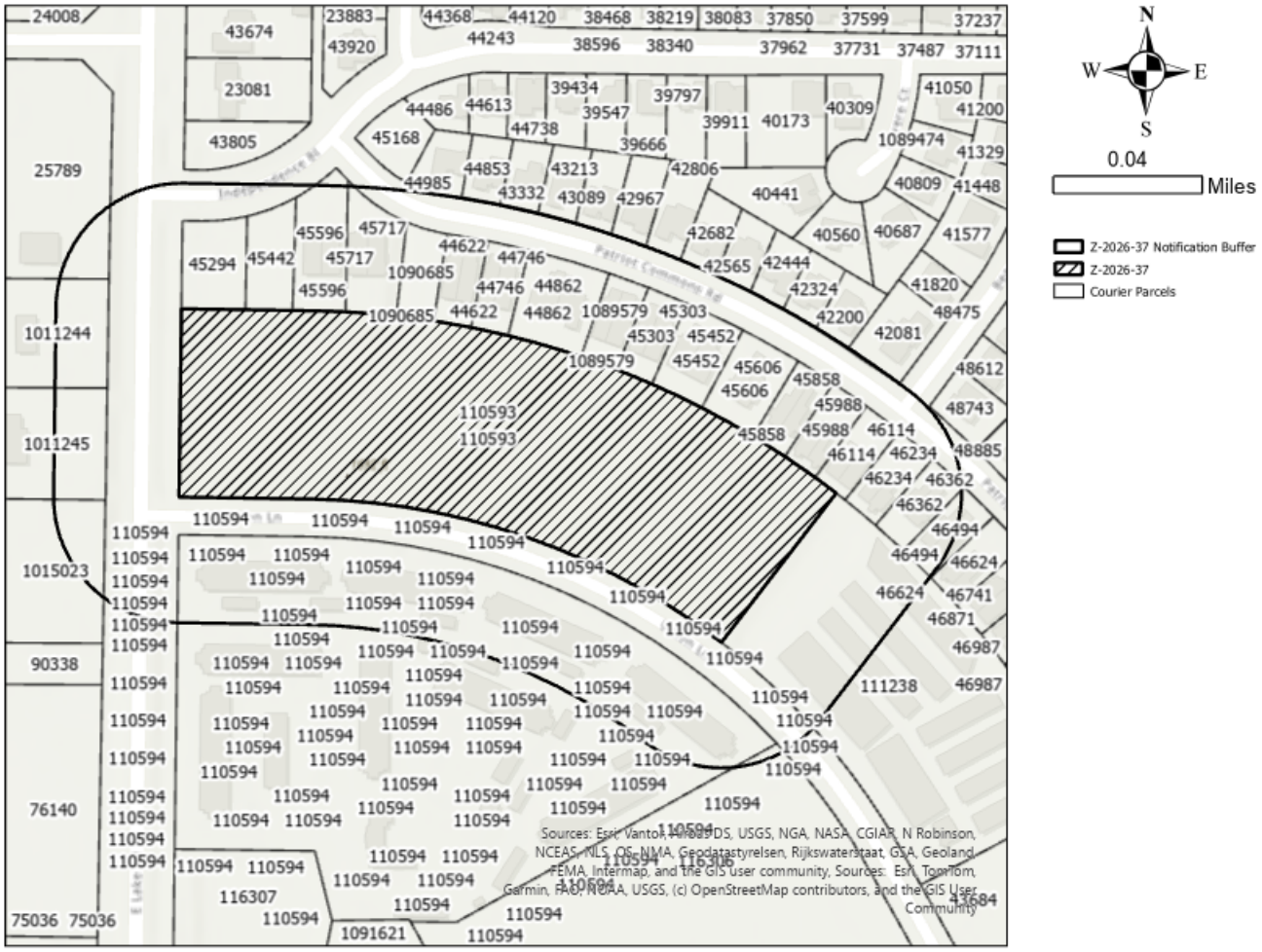
OWNER	PROP_ID	SITUS	RESPONSE
BEATY ALLEN	44985	2102 PATRIOT COMMONS RD	
BUSH LAURA	42565	2210 PATRIOT COMMONS RD	
COOKE ROY	44746	2111 PATRIOT COMMONS RD	
COOKE ROY DBA	44622	2101 PATRIOT COMMONS RD	
CRAWFORD FAMILY HISTORICAL	45606	2217 PATRIOT COMMONS RD	
DAVIS CRAIG L & KIMBERLY A	1089579	2133 PATRIOT 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	

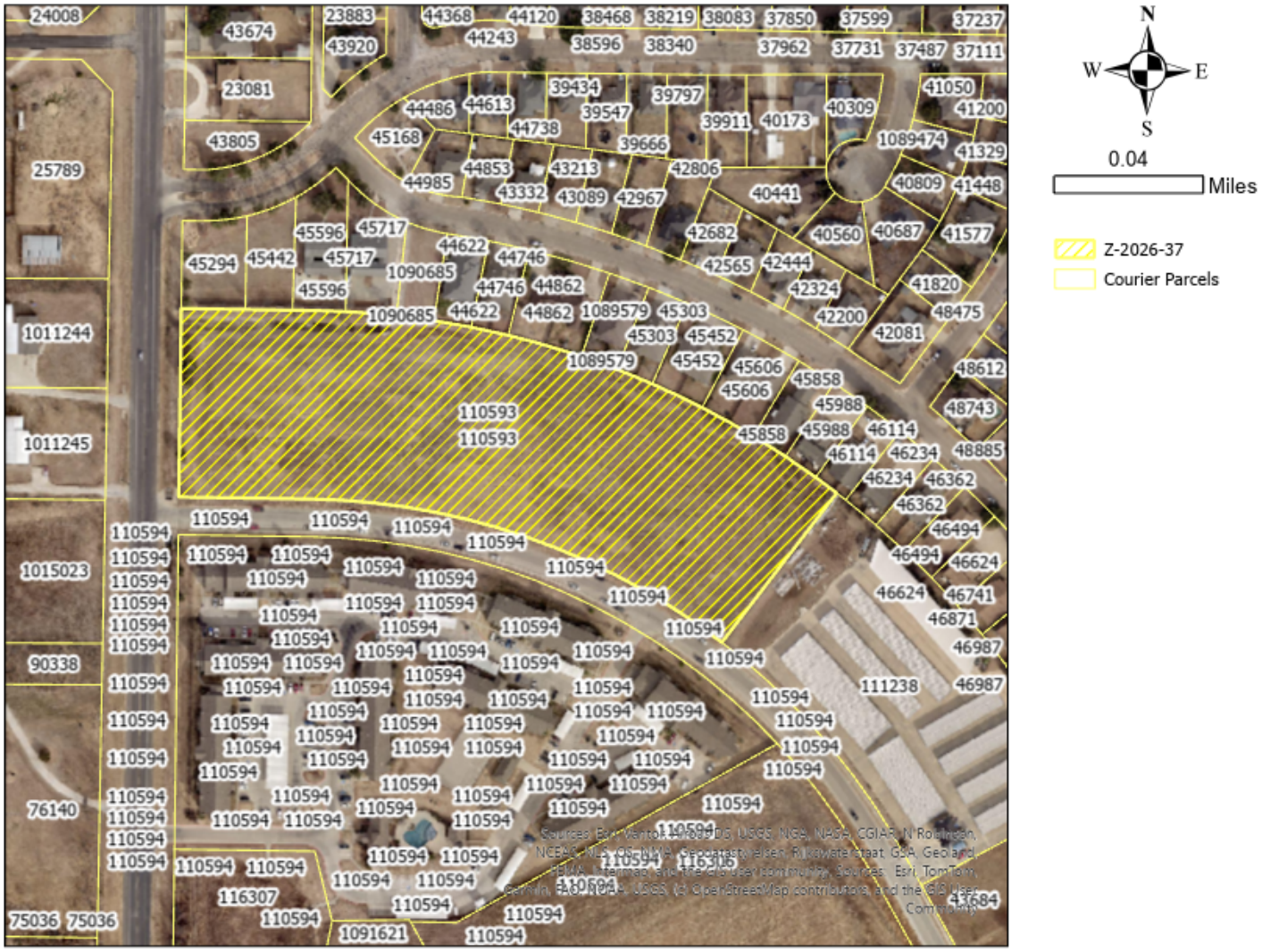
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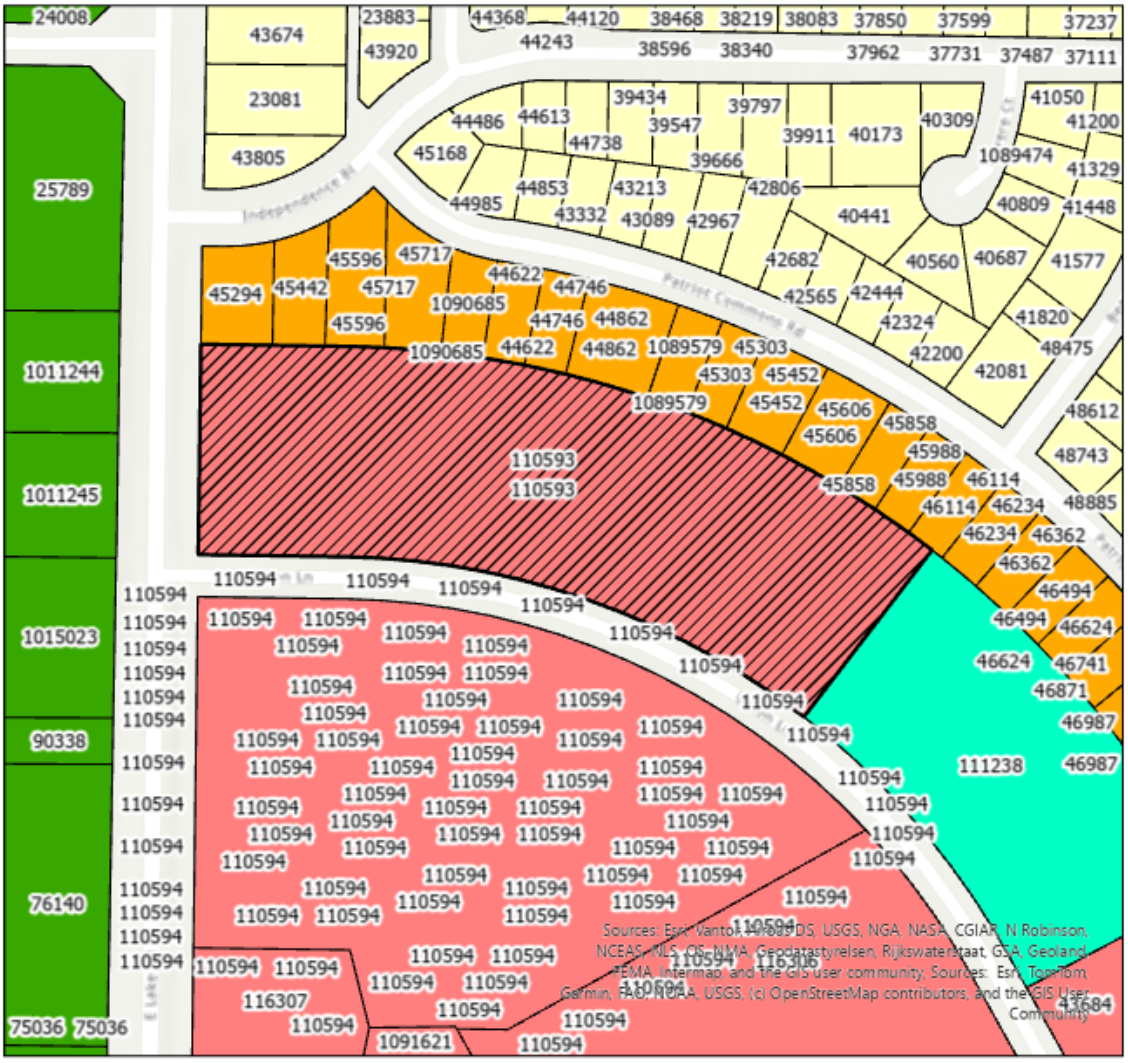
NOTIFICATION MAP



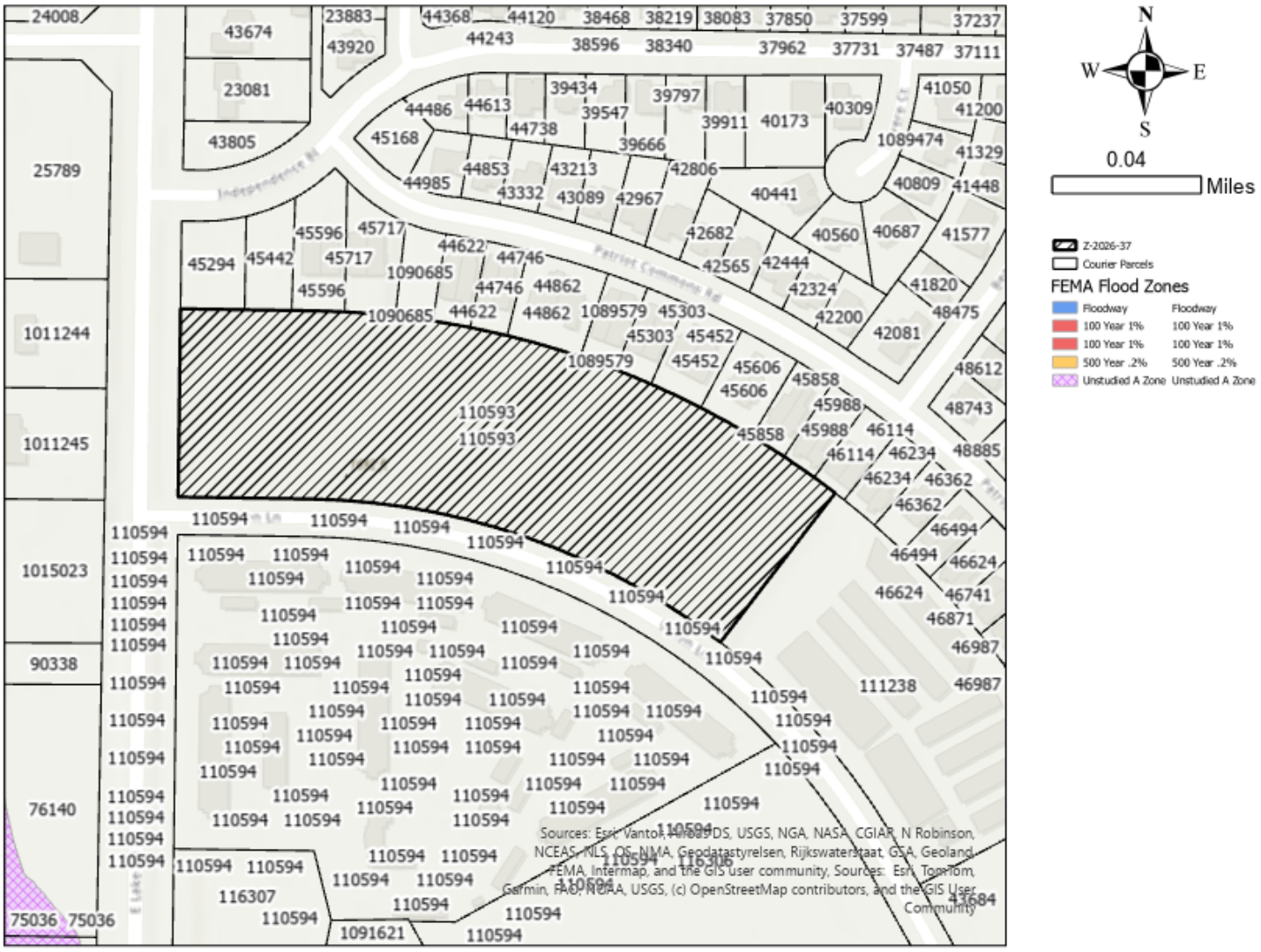
LOCATION MAP



ZONING MAP


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FLOOD MAP

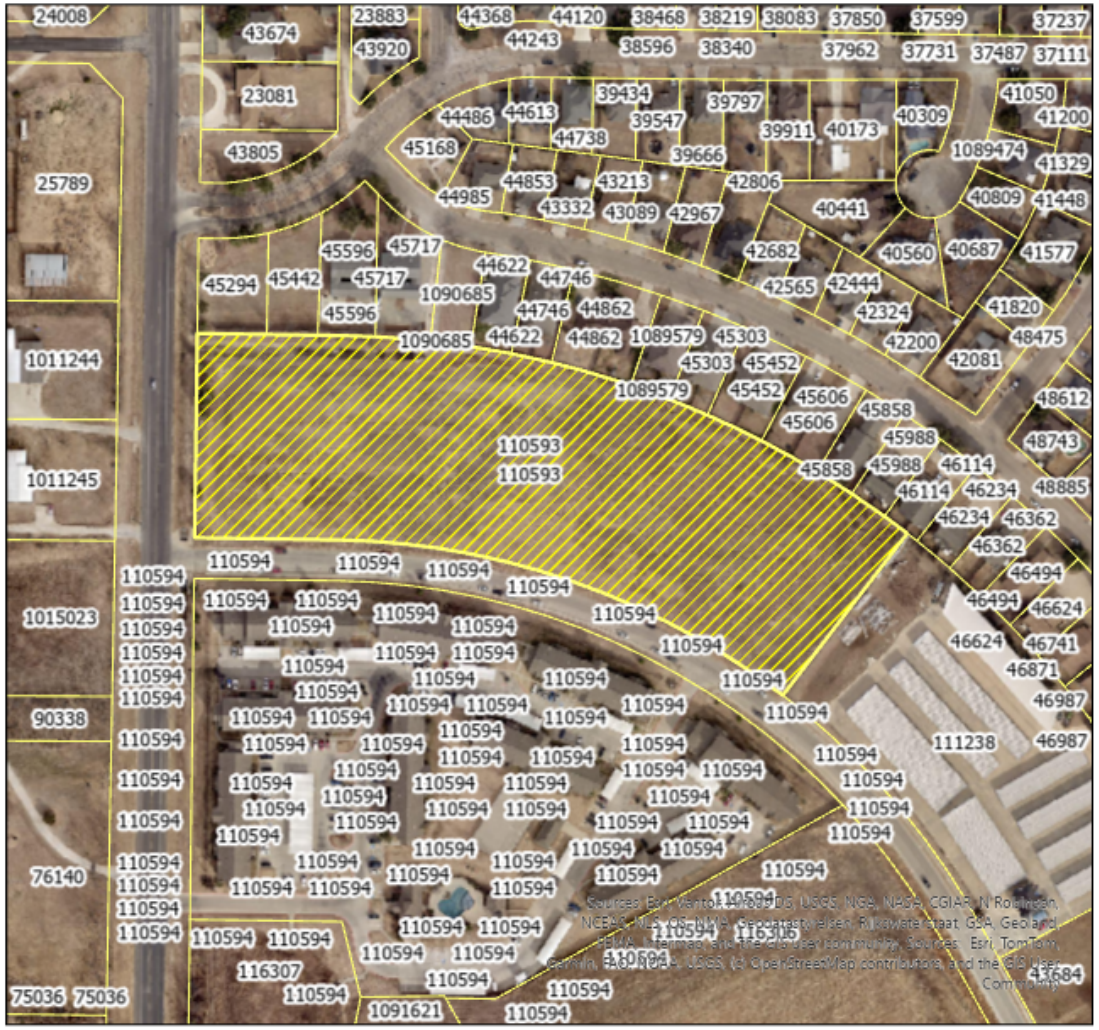

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Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap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

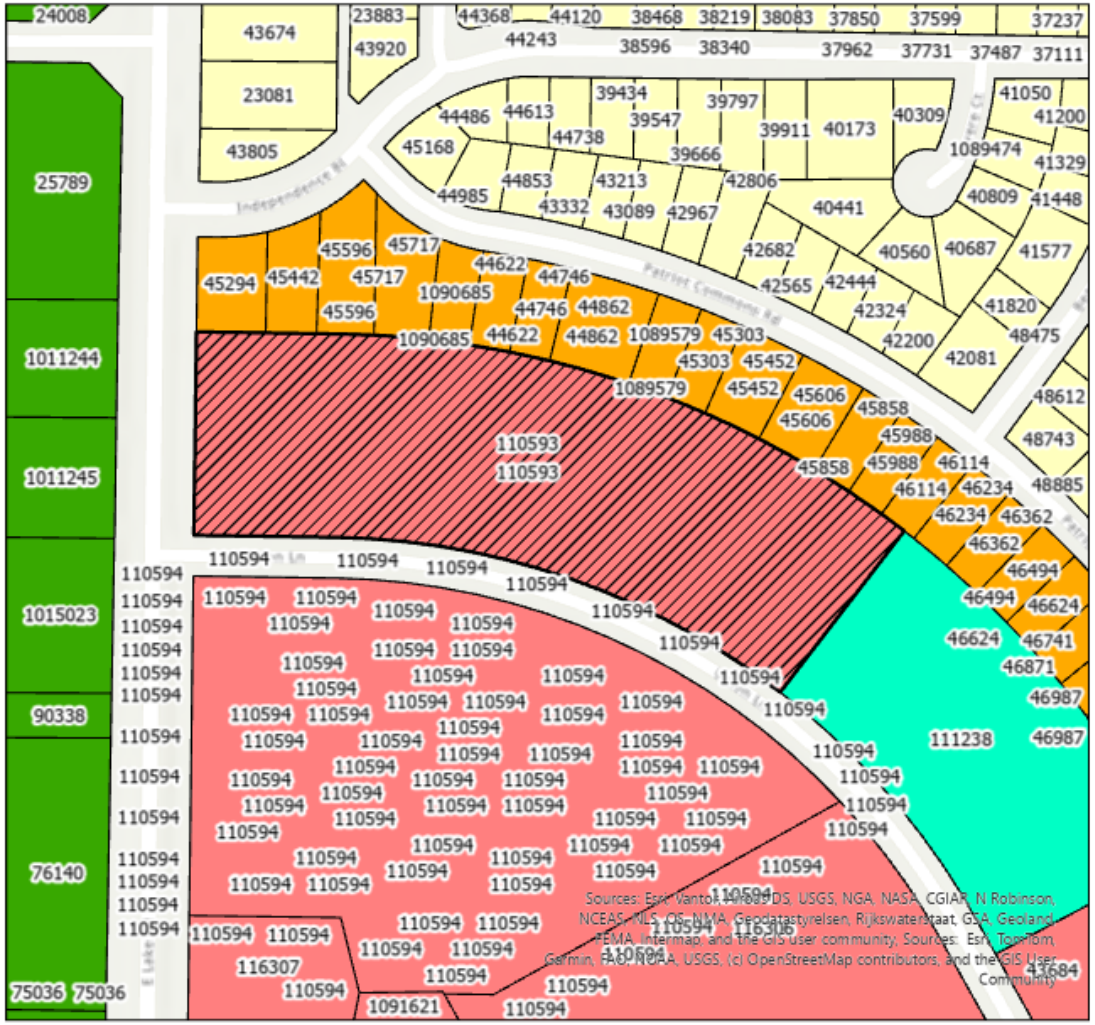
CITY OF ABILENE TEXAS

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
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TP	Field Office or Construction Office (temporary)
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P	Recreation Building, Multipurpose
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P	Civic, Social, and Fraternal Organization
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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

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RESOURCE PRODUCTION AND EXTRACTION USES:

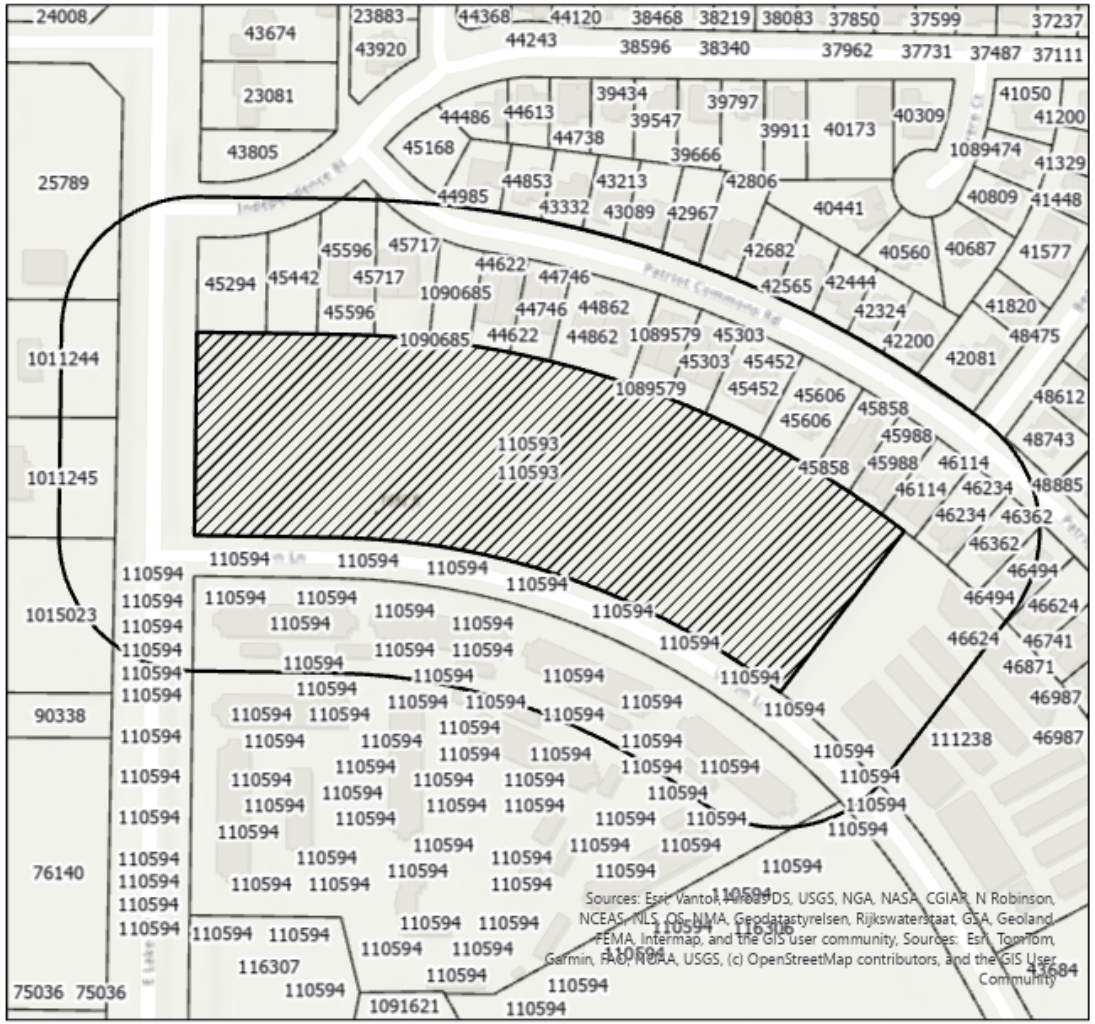
P	Petroleum or Gas Well
P	Urban Garden

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 OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
7/23/2026

TO: **Honorable Mayor & Members of City Council**
FROM: **Stanley Smith, City Attorney**

ITEM: **25. 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
7/23/2026

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

ITEM: **26.**

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

- **Betty Hardwick Center Board of Trustees**
- **Tax Increment Reinvestment Zone (TIRZ) #2**

GENERAL INFORMATION

The item provides for reappointment of members as well as appointing members to certain boards and commissions.

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF AND/OR BOARD RECOMMENDATION

(Re)Appointment

ATTACHMENTS:

1. B&C Resolution
2. Exhibit A
3. B&C Presentation Slide

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AS REQUIRED BY THE CHARTER OF THE CITY OF ABILENE AND STATUTES OF THE STATE OF TEXAS

WHEREAS, the Charter of the City of Abilene and the Statutes of the State of Texas require that certain Boards and Commissions be established with a portion of the memberships thereof to be filled by appointment each year; and

WHEREAS, the City Council is of the opinion that the following members should be appointed to the designated Boards and Commissions, and has requested the Mayor to appoint same with the approval of the Council.

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

PART 1: That the list of Members is attached hereto as Exhibit A, shall be in all things, approved.

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

PASSED this 23rd day of July, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
Betty Hardwick Center Board of Trustees	
Priscilla Rayford [Reappointment]	August 2028
TIRZ #2 Board	
Ricardo Gutierrez [Reappointment]	August 2028

Resolution: Appointing Member(s) to Various Boards and Commissions per the City Charter

- Betty Hardwick Center Board of Trustees
  - Priscilla Rayford [New]
- Tax Increment Reinvestment Zone (TIRZ) #2
  - Ricardo Gutierrez [Reappointment]

CITY OF ABILENE TEXAS