



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 August 13, 2026, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Councilmember Miguel Espinoza

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Service Awards:**

- Cole Edmondson - 35 Years - Animal Outreach
- Sandra Sotelo - 25 Years - Finance

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.

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 23, 2026 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve the Construction Management Task Order with Parkhill for Terminal Expansion and Improvements Phase 1 **(Don Green)**
5. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve a Technology License and Service Agreement with Transloc for Citylink. **(Don Green)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Artwork Commissioning and for Public Display at the Storybook Garden and along North 1st Street. **(Lesli Andrews)**
7. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve Award of RFP CB-2630 – Comprehensive Compensation Study and Pay Philosophy Project to Management Advisory Group (MAG). **(Pamela Williams)**
8. **Ordinance (First Reading) Z-2026-44:** Receive a Report, Hold a Discussion, and Take Action on a Request from the Owner to Change the Zoning of Approximately 8.05 Acres from General Commercial (GC) to Multi-Family (MF). Located on the 1200 Block of Spur 707. **(Tim Littlejohn)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the 2026-2027 Action Plan, and Proposed Use of Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) Funds **(Tim Littlejohn)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Developers Agreement with Martin Marietta Materials Real Estate Investments, Inc. **(Max Johnson)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Adopting the City of Abilene Water Utility Design Standards and Authorizing the Director of Water Utilities to Approve Future Revisions and Updates **(Matthew Dane)**
12. **Ordinance (Final Reading) CUP-2026-11:** 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 0.32 Acres Zoned Central Business (CB) to Allow a Tattoo Parlor. Located at 1240 N 8th Street. **(Tim Littlejohn)**
13. **Ordinance (Final Reading) Z-2026-34:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 2.23 Acres from Residential Single Family (RS-6) to Medium Density (MD). Located at Property ID 1063914. **(Tim Littlejohn)**
14. **Ordinance (Final Reading) Z-2026-38:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.33 Acres from Residential Single-Family (RS-6) to Patio Home (PH). Located at 2525 Bel Air Dr. **(Tim Littlejohn)**
15. **Ordinance (Final Reading) Z-2026-39:** Receive a Report, Hold a Discussion and Public

Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.90 Acres from Medium Density (MD) to General Retail (GR). Located at 3509 S 14th Street. (Tim Littlejohn)

16. **Ordinance (Final Reading) Z-2026-40:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to change the zoning of approximately 3.40 acres from Agricultural Open (AO) to General Commercial (GC). Located at 1627 and 1613 Musgrave Boulevard. (Tim Littlejohn)
17. **Ordinance (Final Reading) Z-2026-41:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.32 Acres from Heavy Industrial (HI) to Heavy Commercial (HC). Located at 2202 Butternut Street. (Tim Littlejohn)
18. **Ordinance (Final Reading) Z-2026-42:** Receive a Report, Hold a Discussion and Public Hearing, 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)

EXECUTIVE SESSION

19. **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

20. Matthew Bishop v. Chris Volirakis, APD; Cause No. SC26-11759J11, In the Justice Court, Precinct 1 Place 1, Taylor County, Texas, filed March 20, 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)

1. IT implementation of security assessments and deployment of technology resources

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 7th day of August, 2026, at 10:25 a.m.

Kaitlin Richardson, TRMC, CMC
Deputy City Secretary



**CITY COUNCIL
MEMORANDUM
8/13/2026**

TO: Honorable Mayor & Members of the City Council
FROM: Shawna Atkinson, City Secretary
ITEM: **3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 23, 2026 (Shawna Atkinson)**

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on July 23, 2026

FUNDING/FISCAL IMPACT

None

STAFF AND/OR BOARD RECOMMENDATION

Approval of the Minutes

ATTACHMENTS:

1. 07-23-2026 Minutes - Regular - Morning

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 08/11/2026

CITY COUNCIL MEETING
July 23, 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 23, 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 Craver. Also present were City Manager Emily Crawford, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Travis Craver 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

- Dyess Exceptional Service Awards:
 - Airman First Class Lamberto Arrez Sanchez
 - Senior Airman Jacob Gomez
- Recognition:
 - Dyess Fire Captain Lawson Stuart

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 4-17. Item 17 was pulled for individual consideration.

PUBLIC COMMENTS

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

- Aaron Young
- Jessica Jacob
- Jarred Stratton
- Tammy Fogle
- Anthony Archuleta

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

Deputy Mayor Pro-tem Beard moved to approve the consent agenda, consisting of items 4-16. 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

4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 9, 2026
5. Resolution: Receive a Report, Hold a Discussion, and Take Action to Accept the Federal Aviation Administration's FY26 Airport Improvement Program Grant

[ASSIGNED RESOLUTION NO. 138-2026]

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

[ASSIGNED RESOLUTION NO. 139-2026]

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

[ASSIGNED RESOLUTION NO. 140-2026]

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

[ASSIGNED RESOLUTION NO. 141-2026]

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

[ASSIGNED RESOLUTION NO. 142-2026]

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.

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.

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.

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.

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.

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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.

ITEM PULLED FOR INDIVIDUAL CONSIDERATION

17. Ordinance (First Reading) Z-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.

Having pulled the item, Mayor Pro-tem Price had questions and concerns about the sewage connection and requirements. The applicant has appealed the recommendation of denial from the Planning and Zoning Commission for this item.

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

- Faith Gage
- Aaron Young
- Dan Choate
- Vickey Reynolds
- Jim Bailey
- Paul Walker
- John Ray
- Robert Kern
- Jody Team
- Collin Bonnet
- Monya Barton
- Samantha Atkins

The following spoke in support of the item:

- Will Ratliff, agent for the developer

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

Mayor Pro-tem Price moved to deny 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

REGULAR AGENDA

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)

[ASSIGNED RESOLUTION NO. 143-2026]

Emily Crawford, City Manager, and Shawna Atkinson, City Secretary, presented the item. Adoption of the item would order a special election for the purpose of a citizen petition to adopt Collective Bargaining for the Abilene Fire Department.

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

- Tammy Fogle
- Seth Weston

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

Councilmember Patterson 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

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
[ASSIGNED RESOLUTION NO. 144-2026]

Shawna Atkinson, City Secretary, presented the item. Adoption of the item would order a special election for the purpose of a citizen petition to amend the Abilene City Charter to add a new section 145 for Collective Bargaining Impasse.

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. 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

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
[ASSIGNED RESOLUTION NO. 145-2026]

Don Green, Director of Transportation, presented the item. Adoption of the item would approve the guaranteed maximum price for the Terminal Expansion and Improvements Construction Phase 1 with Linbeck.

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

Mayor Hurt recessed the meeting for a 10-minute break.

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
[ASSIGNED RESOLUTION NO. 146-2026]

Don Green, Director of Transportation, presented the item. Adoption of the item would approve task order 4 with Kutchins & Groh for Capital Improvement Implementation Consulting on Terminal Expansion and Improvements Phase 1.

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

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

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

22. Ordinance (Final Reading) CUP-2026-010: 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
[ASSIGNED ORDINANCE NO. 62-2026]

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 daycare operations.

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

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.
[ASSIGNED ORDINANCE NO. 63-2026]

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 Multi-Family (MF).

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

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

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

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.
[ASSIGNED ORDINANCE NO. 64-2026]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced location from General Retail (GR) to Multi-Family (MF).

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

- Tal Filingham

With no other 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 (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Patterson, Bailey, Espinoza and Craver

NAYS (0): None

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 10:40 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:

551.071 (Consultations with Attorney)
Regular Items: 18 & 19

The Executive Session ended at 10:50 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA – END

25. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 147-2026]

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

RESOLUTION NO. 147-2026 EXHIBIT "A"	
Board	Term End Date
<i>Betty Hardwick Center Board of Trustees</i>	
Priscilla Rayford [Reappointment]	August 2028
<i>TIRZ #2 Board</i>	
Ricardo Gutierrez [Reappointment]	August 2028

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

Councilmember Craver moved to approve the item as presented. Councilmember 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

ADJOURNMENT

There being no further business, the meeting adjourned at 10:51 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**CITY COUNCIL
MEMORANDUM
8/13/2026**

TO: Emily Crawford, City Manager
FROM: Don Green, Director
ITEM: 4. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve the Construction Management Task Order with Parkhill for Terminal Expansion and Improvements Phase 1 (*Don Green*)

GENERAL INFORMATION

Parkhill is the airport's architecture firm that designed the Terminal Expansion and Improvements Project. With Council's award of the Phase 1 Guaranteed Maximum Price for construction to Linbeck on July 23rd, construction will begin soon on Phase 1. The construction phase requires management, testing, and inspection services to ensure the contractor builds in compliance with the design.

Parkhill will provide these construction management services, which guarantees a local presence and consistency with the plans. Parkhill and the city have negotiated the Phase 1 Construction Administration scope and fee, which has also undergone an Independent Fee Estimate. The fee for these services will be \$680,586.00.

FUNDING/FISCAL IMPACT

This task order is a planned expense and will be funded by the grants and bond dedicated to this project.

STAFF AND/OR BOARD RECOMMENDATION

The Airport Development Board approved its recommendation at its July 22, 2026 meeting. Staff also recommends award of this task order to Parkhill.

ATTACHMENTS:

1. Parkhill Task Order 2 Resolution 8-13-26
2. 2026-07-17-Task Order 02 (Pkg 1 CA Breakdowns)
3. ABI - IFE - Terminal Expansion & Renovation - CA Services - FINAL
4. Parkhill Task Order 2 Award Presentation (8-13-26)

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 TASK ORDER 2 WITH PARKHILL
FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE AIRPORT TERMINAL
EXPANSION AND IMPROVEMENTS PROJECT PHASE 1**

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

WHEREAS, City Council authorized Task Order 1 with Parkhill (Resolution 166-2023) to begin design of expansion and improvements to the Airport Terminal Building; and

WHEREAS, construction of Phase 1 of this project is ready to begin and professional construction administrative services are needed to ensure a successful project; and

WHEREAS, Parkhill and City staffs have negotiated a Construction Administration Services Task Order in the amount of \$680,586.00; and

WHEREAS, the Airport Development Board affirmed staff's recommendation and approved its recommendation July 22, 2026; and

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

1. That the City Manager is authorized to execute Task Order 2 with Parkhill in the amount of \$680,586.00.
2. That this resolution is effective immediately upon approval.

ADOPTED this 13th day of August 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Abilene Regional Airport Project

Terminal Expansion & Renovation — Task Order #002

PACKAGE 1 — CA FEE BREAKDOWN

Discipline	Fee %	Est. Hrs	Fee (\$)
Standard CA Effort by Discipline			
Architecture	60%	719 \$	183,937
Interior Design	3.5%	54 \$	10,730
Mechanical	6.2%	69 \$	19,007
Electrical	6.2%	67 \$	19,007
Structural	5.1%	55 \$	15,635
Civil	12%	125 \$	37,094
Landscape Architecture	6.9%	99 \$	21,153
Standard CA Effort (Baseline)		1,188 \$	306,562
Design-Team On-Site Observation Credit		\$	(30,656)
Net Standard CA		\$	275,905
Consultants			
Centurion - Airside Civil		\$	28,019
LogPlan - Baggage Handling System		\$	-
TLC - Technology		\$	64,956
Total Consultants		\$	92,975
Additional On-Site CA			
On-Site Representative (RPR) - 16 hr/wk		1,248 \$	287,111
Additional CA - PM & PC		108 \$	21,786
<i>Reimbursables</i>			
Mileage		\$	553
Printing, copies, etc.		\$	2,000
Reimbursables subtotal		\$	2,553
Markup @ 10%		\$	255
<i>Reimbursables incl. markup</i>		\$	2,808
Additional On-Site CA — Subtotal		1,356 \$	311,705
PACKAGE 1 CA TOTAL (LUMP SUM)			
		\$	680,586



July 21, 2026

Mr. Don Green, AAE
Director of Transportation Services
Abilene Regional Airport
P.O. Box 60
Abilene, TX 79604-0060

Ref: Independent Fee Estimate
Terminal Expansion & Renovation – CA Services

Dear Mr. Green:

Attached is the Independent Fee Estimate (IFE) for the above referenced project. The IFE is based on our understanding of the scope of work and schedule.

This is provided for your negotiations with the consultants. Thank you for this opportunity to prepare the IFE. Let us know if you have any questions or concerns.

Very truly yours,

Kutchins & Groh, L.L.C.

George L. Groh, AIA
Managing Principal

Attach: IFE

**Abilene Regional Airport
Terminal Expansion Renovation – CA Services
Independent Fee Estimate**

July 21, 2026

**Abilene Regional Airport
Terminal Expansion Renovation - CA Services
Independedent Fee Estimate**

Fee Summary

Tasks	Estimated Fees
Construction Adminisitration - Package 1 - 18 months	\$407,566.55
Resident Project Representative - Package #1	\$273,390.00
Total CA #1	\$680,956.55

Total Cost for Consultant Services	\$680,956.55
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**Abilene Regional Airport
Terminal Expansion Renovation - CA Services
Independent Fee Estimate**

WORK TASK DESCRIPTION	Principal	Sr. Project Manager	Sr. Architect	Architect I	Architect II	Associate	CADD	Clerical
	\$95.00 /hr.	\$85.00 /hr.	\$80.00 /hr.	\$75.00 /hr.	\$60.00 /hr.	\$40.00 /hr.	\$35.00 /hr.	\$25.00 /hr.
1. Construction Administration - Package 1 - 18 months								
Advise Owner during Construction		40		24				
A/E Shall Visit Site - 2 visits per month		72		144				
Architect Shall Provide Project Administration	108	40		64		40		216
Review Certificates for Payment to Contractor		36		72		32		
Review Shop Drawings, Product Data and Samples		24	40	64	32	32		
Review and Respond to RFIs		16	40	64	16	24	40	
Prepare Change Orders and Construction Change Directives		12	8	16	8	12		
Issue Certificates of Substantial Completion with Punch List		8	6	16	4	4		
Submit to Owner Records, Warranties & Related Documents		2		8	4	8	12	
Issue Final Certificate for Payment		6		12	8			
Architect Shall Forward to the Owner Final payment		4		12		4		
One Year Warranty Inspection		4	2	12		4		
2. Total								
Hours	108	264	96	508	72	160	52	216
Salary Costs	\$10,260.00	\$22,440.00	\$7,680.00	\$38,100.00	\$4,320.00	\$6,400.00	\$1,820.00	\$5,400.00

Total Cost

Labor and General Admin		
Hours	1476	
Total Labor and General Admin Costs:		\$96,420
Labor and General Admin Overhead		
Overhead Rate	185%	
Total Labor and General Admin Overhead Cost:		\$178,377
Direct Non-Labor Expenses		
Travel	\$1,200	
Printing	\$250	
Postage	\$100	
Total Direct Non-Labor Expenses		\$1,550
SUBTOTAL:		\$276,347
Fees:		
Subcontractor Fee:		\$90,000
Civil Engineer	\$30,000	
IT	\$60,000	
Professional Fee:	15%	\$41,220
TOTAL FEE:		\$407,567

Abilene Regional Airport Terminal Expansion Renovation - CA Services Indepenedent Fee Estimate

WORK TASK DESCRIPTION	Resident Project Representative
	\$221.38 /hr.
1. Resident Project Representative - Package	Hours
Inspection Services	1,234
RPR Services	\$273,240.00
2. Reimbursable Expense	\$150.00
Total Resident Project Representative	\$273,390.00

City Council Meeting





Terminal Expansion and Improvements Phase 1 Construction Administration Task Order 2

- Parkhill is the airport's architecture firm that designed the Terminal Expansion and Improvements Project.
- With Council's award of the Phase 1 Guaranteed Maximum Price for construction to Linbeck on July 23rd, construction will begin soon on Phase 1. The construction phase requires management, testing, and inspection services to ensure the contractor builds in compliance with the design.



- Parkhill will provide these construction management services, which guarantees a local presence and consistency with the plans.
- Parkhill and the city have negotiated the Phase 1 Construction Administration scope and fee, which has also undergone an Independent Fee Estimate. The fee for these services will be \$680,586.00.
- This task order is a planned expense and will be funded by the grants and bond dedicated to this project.





ABILENE REGIONAL AIRPORT | ABILENE, TEXAS | 2024-11-20



CITY OF
ABILENE
TEXAS



**CITY COUNCIL
MEMORANDUM
8/13/2026**

TO: Emily Crawford, City Manager
FROM: Don Green, Director
ITEM: 5. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Technology License and Service Agreement with Transloc for Citylink. *(Don Green)*

GENERAL INFORMATION

CityLink uses a software company, Transloc, to provide bus and van location information and automated bus stop announcements that is available to inform riders of location. CityLink has had a contract with Transloc since approximately 2022. Earlier this year, CityLink staff discovered that this contract had expired and contacted Transloc about new contract pricing. The contract for this software as a service is \$25,408.20 in Year 1, with a 6% increase in the succeeding years. The new contract also includes the addition of the Automated Voice Annunciation, which is needed to maintain compliance with ADA.

This contract is for an initial five-year term, with two five-year renewal options.

This contract is being presented as a sole source award due to compatibility with existing equipment installed in CityLink vehicles. The software is a component to the hardware installed on the buses.

FUNDING/FISCAL IMPACT

This contract is a budgeted service.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval of this contract.

ATTACHMENTS:

1. Transloc Award Resolution (8-13-26)
2. Transloc Contract (Final) 6.29.26
3. Exhibit B Supplement to the Agreement
4. Transloc Contract Award Presentation (8-13-26)

BACKUP DOCUMENTATION UPDATED? Yes **UPDATED ON:** 8/12/2026

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TRANSLOC**

WHEREAS, the City of Abilene (City) owns the facilities where CityLink operates at 1189 South 2nd Street; and

WHEREAS, CityLink uses a software company, Transloc, to provide bus and van location information and automated bus stop announcements that is available to inform riders of location; and

WHEREAS, CityLink has had a contract with Transloc since approximately 2022. Earlier this year, CityLink staff discovered that this contract had expired and contacted Transloc about new contract pricing; and

WHEREAS, the contract for this software as a service is \$25,408.20 in Year 1, with a 6% increase in the succeeding years; and

WHEREAS, this contract is for an initial five-year term, with two five-year renewal options; and

WHEREAS, this contract is being presented as a sole source award due to compatibility with existing equipment installed in CityLink vehicles.

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

1. That the City Manager is authorized to execute the construction contract with Transloc in accordance with the cost structure shown under Section 1 – Fees and Costs in Exhibit A of the contract.
2. That this Resolution shall be effective immediately.

ADOPTED this 13th day of August 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

TECHNOLOGY LICENSE AND SERVICE AGREEMENT

This Technology License and Service Agreement (this “**Agreement**”) is dated as of April 17, 2026 (the “**Effective Date**”), and is entered into by and between TransLoc Inc., a Delaware corporation, with its principal place of business located at 5000 Centregreen Way, Suite 500, Cary, NC 27513 (“**Company**”), and City of Abilene, located at 1189 S. 2nd, Abilene TX 79602 (“**Customer**”).

RECITALS:

- A. Customer wishes to access Company’s Service in accordance with the terms of this Agreement, and
- B. Company wishes to make the Service and Equipment available to Customer on the terms and conditions described in this Agreement.
- C. Appendix A is fully incorporated herein and represents the Sierra GenX end-of-life support service.

NOW THEREFORE:

In consideration of the premises and mutual covenants and agreements herein contained, as well as additional consideration, the sufficiency of which is acknowledged, Company and Customer agree as follows:

1. Definitions.

- 1.1. “**Affiliates**” means an entity that owns, is owned by, or is under common ownership with a party, in each case where ownership is direct and is greater than 50%.
- 1.2. “**Confidential Information**” means any non-public information or data whether in written, electronic, or other tangible form, or provided orally or visually, that is disclosed by or on behalf of one party (a “**Disclosing Party**”) to the other party (a “**Receiving Party**”), whether owned by the Disclosing Party or a third party, pursuant to this Agreement. Confidential Information of Customer includes, but is not limited to, Customer’s financial and business information. Confidential Information of Company includes, but is not limited to, the terms of this Agreement; the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Software and the Service;

the Documentation; and Company's pricing, sales, proposals, implementation, and training materials, and procedures. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a Receiving Party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the Receiving Party as shown by its written records.

- 1.3. **"Day(s)"** means calendar day(s), unless otherwise specified.
- 1.4. **"De-Identified Data"** means data that that has been modified to remove or obscure personal identifiers such that the data cannot reasonably be used to identify an individual User or Customer.
- 1.5. **"Documentation"** means any instructional and user manuals relating to the Service, which may be amended from time to time by Company.
- 1.6. **"Equipment"** means tracking hardware, antennas, cabling, wiring and other electronic components provided by Company and installed by authorized Company personnel on Customer's Vehicle Fleet, to allow the functioning, delivery, or maintenance of the Software.
- 1.7. **"Fees"** means the Subscription Fee, the cost of any Equipment, and any additional fees charged to Customer for professional services or pursuant to the terms of this Agreement.
- 1.8. **"Initial Term"** means a period of five (5) years from the Effective Date.
- 1.9. **"Project Manager"** means an employee of Customer, designated to be responsible for and aware of Customer's (and if applicable, any third party brought in by Customer's) business and systems information and needs. Project Manager will be the lead point of contact for all matters involving Customer and Company.
- 1.10. **"Service"** means Company's Software and any services and deliverables identified in Exhibits A and B, or a Work Order, as applicable.
- 1.11. **"Service Data"** means any data, information, content, documents, or electronic files provided to or collected by Company from either Customer or its Users during the course of their use of any component of the Service.
- 1.12. **"Software"** means (1) Company's proprietary vehicle tracking and passenger information Service provided through proprietary software made available in combination with Equipment for use in the management, location, and inventory of Customer's transportation resource; (2) any of Company's

proprietary software, solutions, or technologies identified in Exhibits A and B of the Agreement, including but not limited to white label applications; and (3) Third Party Software identified in Exhibits A or B of the Agreement or otherwise provided as part of the Software or Service.

- 1.13. **“Subscription Fee”** means those fees charged by Company in connection with Software licenses, renewals, and maintenance.
- 1.14. **“Term”** means the Initial Term plus any Renewal.
- 1.15. **“Third Party Software”** any licensed software products, as further outlined in Exhibit A or B, that are provided by Company under this Agreement but, which are the property of another business that is not directly a party to this Agreement, and subject to separate terms and conditions.
- 1.16. **“Users”** means the actual and prospective passengers on Customer’s transit system.
- 1.17. **“Vehicle Fleet”** means the multi-passenger vehicles comprising Customer’s transit system, on which the Equipment is installed in accordance with this Agreement.
- 1.18. **“Work Order”** means that document by which the parties may agree to the purchase and delivery of certain Equipment and/or professional services (e.g. hardware purchase, delivery, and install, training, etc.).

2. Software, Service, and Equipment.

- 2.1. Subscription. Subject to payment of the Fees and the remaining terms and conditions of this Agreement (including, without limitation, the use requirements, restrictions, and limitations described in Section 6.1), Company hereby grants to Customer a limited, revocable, non-exclusive, and non-transferable right to access and use the Software and the Documentation during the Term at the physical location of Customer as stated herein. Company will make the Documentation available to Customer in electronic form.
- 2.2. Implementation and Training.
 - 2.2.1. System Information Sheet. Customer will complete the System Information Sheet no later than thirty (30) calendar days following receipt of the System Information Sheet from Company, which includes stops, routes, blocks, vehicle information, and other relevant information needed to create Customer’s Service.

- 2.2.2. Pre-Installation Requirement Form. Customer will complete, if applicable, the Pre-Installation Requirement Form no later than fourteen (14) calendar days following receipt of the Pre-Installation Requirement Form from Company.
- 2.2.3. Project Management. Within five (5) calendar days of the Effective Date of the Agreement, Customer shall provide a Project Manager that Company will work with through to project completion. Company will also provide a project manager who will coordinate resources internally.
- 2.2.4. Additional Materials and Documents. Company and Customer will cooperate to ensure that all applicable forms and documents necessary for implementation of the Service are completed within a reasonable timeframe.
- 2.2.5. Definition of Service Area. Customer shall provide Company with the physical bounds of their intended Service area upon request from Company. This information can be provided either in a series of latitude and longitudes that correspond to the vertices of a contiguous shape, a radius (in miles or kilometers) from a single latitude and longitude, or a list of all the roadways and intersections that form the outer-edges of the service area.
- 2.2.6. Customer Delays. In the event Company incurs delays, additional costs, or labor as a result of any act or omission of Customer, including but not limited to Customer's failure to provide information, data, or access to Customer's facilities or personnel, Customer agrees that Company may, upon prior written notice to Customer, add reasonable charges to the amounts invoiced to Customer and adjust any implementation schedule provided to Customer.
- 2.2.7. Vehicle Fleet administrators will receive standard instructional materials and training to use the Service as set out by Company.
- 2.3. Software, Support and Maintenance.
 - 2.3.1. Base Level Support. Company will provide email and telephone support for the Software to assist Customer personnel in using the Service and in reporting suspected deviations from the Service and the associated Documentation ("**Errors**"). Support will be provided from 7:00 a.m. to 7:00 p.m. Eastern Time, Monday through Friday, excluding regular business holidays. Only in the event of an emergency,

Company will provide twenty-four (24) hours a day, seven (7) days a week telephone assistance.

2.3.2. Maintenance. Company will use reasonable efforts to correct suspected Errors when such Errors are reported to Company. Company does not warrant that all Service Errors will be corrected.

2.3.3. TransLoc Architect. Notwithstanding the foregoing, Base Level Support for TransLoc Architect (“**Architect**”) that is not obtained in conjunction with TransLoc's Fixed Route Service, will consist of up to four (4) support tickets per year beginning as of the Effective Date. Every support ticket submitted for Architect in excess of the Base Level Support noted in this Section 2.3.3. will be charged to Customer at a fee of one hundred fifty dollars (\$150) per ticket.

2.4. Equipment. Company will make available for Customer to purchase certain hardware Equipment as part of the solution for integration with Company's Software. In the event that Customer elects to return any Equipment for any reason other than the Equipment being defective, Company may charge Customer an additional restocking fee to be invoiced upon receipt of the Equipment. Returned Equipment must be in good working condition and include all original components and packaging and failure to do so may result in additional charges or refusal of return.

2.5. Software Upgrades. Company will provide upgrades to Software (“**Upgrades**”) that Company generally makes available to its other licensees for no additional charge. Customer acknowledges that Upgrades include only point releases that improve or maintain the stability of the Service and do not include major releases that add new functionality, which may be available for an additional fee. In the case where Company provides new features to Customer at no charge, the continued availability, performance, or usefulness of such features are not guaranteed or warranted by Company and such new features may be revoked at any time. Customer acknowledges that some newly integrated features in future releases of the Company Software may require the purchase of the appropriate hardware upon which the features depend.

If Company is no longer providing one or more Services, or in the event that a Service goes end-of-life, Company may replace the Service with a functional equivalent in accordance with the terms of this Agreement; provided, that any such functional equivalent shall have substantially similar features and functions as the Service it is replacing and shall reasonably meet or exceed the specifications and other requirements prescribed by this Agreement for the Service, and upon such replacement in accordance with this Section,

such replacement Service shall be considered a Service for the purposes of this Agreement. To the extent necessary, Company and Customer shall amend any applicable statement of work to reflect such replacement of Service.

- 2.6. Route & Map Updates. Company will add the existing stops, schedules, or routes during the initial implementation with information provided by Customer. After the initial Implementation, to ensure that updates are implemented within the requested effective date, Company request that updates be submitted two (2) weeks in advance of the desired effective date.
- 2.7. Modification of Customer's Physical Location. If Customer expands or modifies its physical location, Customer may be required to purchase additional hardware and/or Software licenses and/or services to enable the Service to function properly in the expanded, additional, or modified physical location. Such purchases shall be agreed to in writing by executing additional amendments.
- 2.8. Professional Services. Customer and Company may modify Exhibit B or enter into one or more statement of works or Work Orders subject to this Agreement, which may incorporate one or more service descriptions for the provision of professional services at specified Fees. Company will perform the professional services, subject to the fulfillment of any responsibilities and payments due from Customer, as stated in the applicable exhibit, statement of work, and/or Work Order.

3. Fees and Payment.

- 3.1. Subscription Fees. The rates for the Service are identified in Exhibit A. The Subscription Fees, subject to Section 3.4 below, will commence on the Effective Date, and will continue for the Term. Subscription Fees are paid annually in advance, upon the Effective Date and each anniversary thereafter.
- 3.2. Cost of Equipment. The cost of Equipment is identified in Exhibit A.
- 3.3. Payment, Taxes and Procedures. Company will invoice Customer for Fees. Customer shall pay Company in accordance with payment terms set forth below:
 - 3.3.1. Fees are payable in U.S. dollars only and are due no later than thirty (30) days after the invoice date. Fees are nonrefundable.
 - 3.3.2. Payments shall be delivered to the address indicated on the invoice, unless otherwise instructed by Company.

- 3.3.3. Late payments shall be subject to interest at the monthly rate of one percent (1%), or the maximum amount allowed by applicable law, if lower. Interest on late payments will be calculated from the date when payment becomes overdue until the date payment is received by Company.
- 3.3.4. Customer shall pay Company's costs of collecting amounts past due under this Agreement, including reasonable attorneys' fees.
- 3.3.5. Prices do not include applicable state and local sales, use and other taxes. Customer is responsible for such taxes or shall provide proof of tax exemption.
- 3.3.6. Customer must provide written notice of any disputed invoice and/or Fees owed to Company within ten (10) days of receipt of such invoice.
- 3.4. Fee Increase. Company shall, upon each anniversary of the Effective Date during the Term, increase Fees by six percent (6%). Company may increase Fees by greater than six percent (6%) subject to the requirement that it provide Customer with at least thirty (30) days written notice.
- 3.5. Suspension of Services. If any undisputed Fees are not received by the Company by the applicable due date, the Company may, without limiting its other rights and remedies, suspend provision of any or all of the Service until such amounts are paid in full. The Company shall provide written notice of non-payment prior to suspension. Suspension of Service shall not relieve the Customer of its obligation to pay all Fees due under this Agreement, and the Company shall not be liable for any damages, losses, or liabilities arising from such suspension. If Company suspends the Service for non-payment, Customer may be charged a fee for reinstatement of the Service by Company based on the additional effort required to complete the reinstatement.

4. Term and Termination.

- 4.1. Term. This Agreement begins on the Effective Date and will remain in effect for the Initial Term. The Agreement may renew for up to two (2) additional successive five (5) year periods (each a "**Renewal**") upon either party providing written notice to the other party at least one hundred twenty (120) days before the end of the Term.
- 4.2. Termination for Breach. Either party may terminate this Agreement if the other party materially breaches any of the terms and conditions of this Agreement and it is not cured:

- 4.2.1. Within ten (10) days after written notice if the breach relates to payment of Fees; or
 - 4.2.2. Within thirty (30) days after written notice for any other breach.
 - 4.3. Effect of Termination or Expiration.
 - 4.3.1. Upon termination or expiration of this Agreement for any reason, (i) the Customer's license and right to access and use the Service automatically terminates, and (ii) the Customer's right to receive, view and/or access the Service Data automatically terminates. Termination of this Agreement does not relieve Customer of its obligation to pay any Fees or other monies due to Company.
 - 4.3.2. Should this Agreement be terminated before the end of the Term, for any reason other than Company breach, Customer must pay all current, outstanding, and remaining Fees for the remainder of the Term. Fees are due no later than thirty (30) days from the effective date of termination of the Agreement.
 - 4.4. Survival. The terms provided in Sections 4.3, 4.5, 5, 6, 7, 8, and 9 of this Agreement survive any termination or expiration of this Agreement.
 - 4.5. Excess Use Fees. In the event that Customer's use of the Service exceeds any defined limits or quantities set out in an applicable Exhibit or Work Order ("**Excess Use**"), Customer will be required to pay additional Fees for all such Excess Use at the rates set out in the Exhibit or Work Order or, if no such rates are specified, at Company's then-current standard rates, promptly upon receipt of notice from Company.
 - 4.6. Service Decommissions. Customer may not decrease their Service subscription count during the Term. Upon not less than one hundred twenty (120) days before the end of the Term, Customer must provide written notice to Company should Customer require fewer Service subscriptions or other reductions during the Renewal. For avoidance of doubt, Customer may at any time during the Term, pursuant to an amendment to this Agreement, purchase additional Service subscriptions.
5. Warranties and Disclaimer of Company.
- 5.1. Equipment Base Warranty. Company's Equipment may be subject to standard warranty coverage or optional extended warranty coverage, as further detailed in the Company's applicable warranty Documentation upon Customer's acceptance. The scope, duration, and terms of such coverage shall be governed exclusively by the warranty Documentation provided by

Company at the time of sale or delivery of the applicable Equipment. No additional warranties, express or implied, shall apply unless expressly set out in such Documentation.

- 5.2. Third-Party Warranty. In the event any third-party Equipment is provided to Customer hereunder, either as part of the Services or as necessary or incidental to Company's provision of Services (including hosting services), Company shall pass through to Customer any and all representations, warranties and covenants from such third-party providers, in addition to any representations, warranties and covenants provided by Company in this Agreement. Such warranties may be voided as the result of Customer's negligence, willful misconduct, or if caused by an action under Section 5.5.
- 5.3. Professional Services Warranty. Company represents and warrants that the professional services will be performed in a workmanlike manner consistent with industry standards.
- 5.4. Exclusive Remedy. Customer's exclusive remedy for breach of related warranties in this Sections 5 shall be that Company will use commercially reasonable efforts in endeavoring to resolve and cure any such breach.
- 5.5. Warranty Limitations. Company is not responsible for failure of the Service to conform to the Documentation or to provide accurate information with respect to the location, time, status, availability or existence of Customer's Vehicle Fleet if the Equipment is (i) damaged, blocked, modified, disassembled, vandalized, destroyed, or interfered with; (ii) subjected to extreme temperatures, flooding, over-voltage, electrical surges, misapplication of electrical power, or caustic chemicals; (iii) improperly installed or maintained by Customer or any third party; or (iv) used for a purpose other than as intended by Company, including but not limited to use in a configuration not recommended by Company.
- 5.6. Additional Fees. Company requires that installation or re-installation of all Equipment be performed by Company or a third-party expressly authorized by Company. In the event Company has to repair, modify, or replace any component of the Equipment due to Customer's improper installation, additional fees shall incur.
- 5.7. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM TRADE USAGE OR COURSE OF DEALING. IN ADDITION, THE SERVICE DEPENDS UPON DATA BEING TRANSMITTED OVER THE INTERNET,

CUSTOMER'S NETWORK, GPS SATELLITES, AND THIRD-PARTY CARRIER NETWORKS, AND AS COMPANY HAS NO CONTROL OVER THE FUNCTIONING OF THE INTERNET, THE SERVICE IS OFFERED ON AN "AS-AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

- 5.8. Excluded Parties. Company represents that it has no knowledge that any prospective business partner, employee, subcontractor, or supplier is included in the General Services Administration's (GSA's) List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
 - 5.9. Lobbying Disclosure Act. Company represents that it has no knowledge that any prospective business partner, employee, subcontractor, or supplier is in violation of the Lobbying Disclosure Act of 1995.
 - 5.10. Non-Discrimination. Company represents that it does not discriminate against any employee or applicant for employment because of race, religion, creed, national origin, age, gender, marital status, citizenship, disability, sexual orientation, veteran's status, or membership in any other protected group.
6. Warranties and Acknowledgement of Customer.
- 6.1. Use Requirements, Restrictions and Limitations. Customer represents that it will observe the following requirements and restrictions in connection with its access to and use of the Service:
 - 6.1.1. Customer shall not reverse engineer, de-compile or disassemble the Software or Equipment, shall not attempt to access any data underlying the Software or circumvent the user interface or other technological measures put in place by Company, and shall not modify, access, download, copy, or interfere with the Equipment or its embedded software without the express consent of Company.
 - 6.1.2. Customer shall not rent, sell, assign, lease, or sublicense the Service. Customer shall not use the Service in a service bureau, outsourcing or other arrangement to process or administer data on behalf of any third party.
 - 6.1.3. Customer shall not knowingly access, store, or transmit via the Service any material that (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or offensive; (ii) facilitates illegal activity; (iii) is discriminatory; or (iv) causes damage or injury to any person or property.

- 6.1.4. Customer shall not violate or attempt to violate the security of Company's networks, including (i) accessing data not intended for Customer; (ii) accessing a server or account which Customer is not authorized to access; (iii) attempting to scan or test the vulnerability of a system or network or to breach security or authentication measures; or (iv) attempting to interfere with the availability or functionality of the Services, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.
- 6.1.5. Customer shall cause each of Customer's employees, agents and independent contractors to comply with (i) the obligations set forth in this Section 6.1 and (ii) all applicable laws, rules and regulations in connection with their use of the Service.
- 6.1.6. Company reserves the right, without liability to Customer, to disable Customer's or a User's access to the Service for breach of this Section 6.1.
- 6.2. Customer acknowledges and agrees:
 - 6.2.1. That the Service is an information tool only and is not a substitute for competent management and oversight of Customer's Vehicle Fleet, transportation system, and personnel;
 - 6.2.2. That the Service depends upon data being transmitted over the internet, Customer's network, GPS satellites, and third-party carrier networks, and that, Company has no control over the functioning of the internet, Customer's network, GPS satellites, or the network of a carrier; and
 - 6.2.3. That Customer alone is responsible for acquiring and maintaining Customer's Vehicle Fleet, Customer's network, Customer's internet access, and the rest of Customer's physical and technological infrastructure; and
 - 6.2.4. That Customer's cooperation is required for the timely delivery of the Service, and, as a result, Customer will promptly respond to Company's requests and inquires and cause its Project Manager (or any applicable representative) to cooperate with Company, in good faith, to complete the implementation of the Service and troubleshoot any issues with the Service.
- 6.3. International Roaming. The Equipment may transmit and receive data without user intervention and, as a result, will generate international roaming charges

when it is taken out of the United States. Customer alone is responsible for roaming charges, which will be charged as Excess Use.

7. Confidentiality and Ownership.

- 7.1. Intellectual Property. Company is the sole and exclusive owner of all rights, title and interest in and to the Service, including all updates, modifications, customizations, enhancements and other derivative works thereof (collectively “**Derivative Works**”), and in any and all copyrights, patents, trademarks, trade secrets and other proprietary and/or intellectual property rights therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Customer to Company, Customer hereby irrevocably assigns all rights to modify or enhance the Service using such ideas or suggestions or joint contributions to Company, together with all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Customer (or to any party claiming through Customer) any rights in or to the Service, other than the rights expressly granted in Section 2.1.
- 7.2. Trademarks. Customer hereby consents to and grants to Company a non-exclusive, royalty-free, worldwide license to use Customer’s name, logos, and trademarks a) on Company’s website in order to direct end-users to the public-facing aspects of the Service; b) to create a Customer-specific public-facing website hosted by Company where Users may access the Service; and, c) in the event Company’s white label application is included as part of the Service, to create a Customer-branded application.
- 7.3. Ownership of Data. Customer acknowledges and agrees that, as between Customer and Company, Company retains all ownership right, title and interest in and to all Service Data, including all copyrights, patents, trademarks, trade secrets, and other proprietary and/or intellectual property rights therein or thereto. Company may analyze and compile Service Data for the purpose of creating De-Identified Data. Company may use the De-Identified Data without restriction and may combine the De-Identified Data with data from other sources to create aggregate statistical data.
- 7.4. Nondisclosure.
- 7.4.1. A Receiving Party (a) shall hold the Disclosing Party’s Confidential Information in strict confidence and will use the same degree of care in protecting the confidentiality of the Disclosing Party’s Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care; and (b) except as expressly

authorized by this Agreement, shall not, directly or indirectly, use, disclose, copy, transfer or allow access to the Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party as required by law or court order. In such event, the Receiving Party shall (i) use its best efforts to inform the Disclosing Party before any such required disclosure, and (ii) provide reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.4.2. The Customer shall limit access to the password-protected portions of the Service and any Equipment to Customer's employees who have a legitimate need to access the Service and Equipment.

7.4.3. Upon the termination or expiration of this Agreement, or upon the request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all the Confidential Information delivered or disclosed to the Receiving Party, together with all copies in existence thereof at any time made by the Receiving Party.

7.4.4. If Customer receives a public record request for Confidential Information, Customer and the Texas Attorney General shall notify Company and Company shall, within fifteen (15) business days (or within the maximum period allowed by applicable law), notify Customer and the Texas Attorney General as instructed in the records request whether it desires for the Confidential Information to be withheld, and provide a legal basis under the applicable Public Records Act for withholding the Confidential Information. If Customer withholds the Confidential Information pursuant to Company's request, Company shall indemnify and defend Customer from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs. If Company fails to notify Customer within the time specified or to provide a legal basis for withholding of the Confidential Information, Company agrees that Customer shall be entitled to release and disclose the Confidential Information.

7.5. Remedies. Each party acknowledges and agrees that any violation of this Section 7 (Confidentiality and Ownership) may cause irreparable injury to the other party for which there would be no adequate remedy at law and, therefore, such other party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that the parties may have at law or in equity.

7.6. Third Party Software. In the case of any third-party Equipment, Third Party Software, related Documentation, or third-party services provided under this Agreement, such third party shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property. The terms and restrictions of the license grants contained in Section 7, in addition to any other terms required by any third-party licensor(s), will apply to the use of any Third Party Software and related Documentation, and the licensors of such Third Party Software are third party beneficiaries of the rights granted under those terms. Where required, Customer shall enter into a separate end-user-license agreement as required for any Third Party Software or Equipment procured. Customer may only transfer any Software or Third Party Software embedded with any Equipment in accordance with the terms and conditions of this Agreement. Other than the rights of use expressly conferred upon Customer by this paragraph, Customer shall have no further rights to use third-party Equipment, Third Party Software, related Documentation, or third-party services, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of Company.

8. Indemnity and Liability.

8.1. Customer Indemnity. Only to the extent permitted by law, Customer shall indemnify and hold Company and its Affiliates and their respective officers, directors, shareholders, employees, agents, successors and assigns harmless from any and all claims that relate to Customer's or Users' use of or reliance upon the Service or Customer's failure to properly maintain (or to request maintenance of) the Equipment, except any claims for which Company Indemnifies Customer as described in Section 8.2.

8.2. Company Intellectual Property Infringement Protection.

8.2.1. If a third party claims that the Service provided to Customer by Company under this agreement infringes that party's United States patent or copyright, Company shall defend Customer and Customer's Affiliates against that claim and shall pay any losses, liabilities, damages, judgments, awards, expenses, and costs, including reasonable attorneys' fees that a court of competent jurisdiction finally awards against Customer, provided that Customer (i) promptly notifies Company of the claim and (ii) permits Company to control and cooperates with Company in the defense and any related settlement negotiations. Customer may participate, at Customer's own expense, in the defense of such claim.

- 8.2.2. If any part of the Service is, or in Company's reasonable judgment may become, the subject of any such proceeding Company may, at its expense and option, do one of the following: (i) procure for Customer the necessary right to continue using the Service and Equipment; (ii) replace or modify the infringing portion of the Service or Equipment with a functionally equivalent non-infringing item or portion thereof, or (iii) if none of the foregoing are commercially reasonable, terminate Customer's right to use the Service or the affected portion thereof, and refund to Customer an amount equal to the prepaid Subscription Fee or the affected portion thereof and the cost of any equipment, less amortization for its use on a straight line basis over a period of five (5) years from the Effective Date. The preceding sets forth Company's only obligations and Customer's sole and exclusive remedies with respect to infringement or misappropriation of intellectual property rights.
- 8.2.3. Company will not be liable hereunder for any claim of infringement that is based upon (i) the combination of the Service, or any part of the Service, or the Equipment with any product, software, hardware, machine, or device which is not provided by Company or identified by Company in its specifications as necessary to operate the Service, (ii) any modification of the Service or Equipment by a party other than Company, or (iii) the use of a version of the Service other than a current, unaltered release of the Service if such infringement would have been avoided by the use of a current, unaltered release.
- 8.3. Limitation of Liability. EXCEPT WITH RESPECT TO CLAIMS ARISING FROM OR RELATING TO (i) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY OR (ii) DAMAGES ARISING FROM OR RELATING TO BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY COMPANY IN THE PERFORMANCE OF SERVICES UNDER THE AGREEMENT: NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS OR LOSS OF DATA OR BUSINESS INTERRUPTION), WHETHER ARISING FROM NEGLIGENCE, ERRORS, OR FAILURE OF PERFORMANCE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
- 8.4. Damages. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY EXCEED AN AMOUNT EQUAL TO THE FEES

PAID BY CUSTOMER OR CUSTOMER'S AFFILIATE IN THE SIX (6) MONTH PERIOD PRECEDING THE ACT GIVING RISE TO THE CLAIM FOR DAMAGES.

9. General Provisions.

- 9.1. Notices. Any notice permitted or required under this Agreement may be delivered in person, by registered or certified mail (postage prepaid), by recognized overnight delivery service, or by e-mail to the party's address identified below (or other address designated by a party by written notice that conforms to this Section 9.1). Notice will be deemed effective upon personal delivery, on the day after deposit for overnight delivery, three days after deposit by registered or certified mail, upon being sent by email, or sooner if receipt is acknowledged by the receiving party.

If to Company:	If to Customer:
TransLoc, Inc. 5000 Centregreen Way Suite 500 Cary, NC 27513 Email: info@transloc.com	City of Abilene Attn: Jose Fernandez 1189 S. 2 nd , Abilene TX 79602 Email:jose.fernandez@abilenetx.gov

If no address in this Section 9.1 is provided for Notices to Customer, any Customer address in the Agreement will be an acceptable address for use.

Each party may update its notice information under this Section 9.1. by providing written notice to the other party. Such notice shall specify the updated contact information and shall be deemed effective upon receipt by the other party. The updated notice information shall be used for all future communications under this Agreement.

- 9.2. Audit Rights. Software may contain reporting tools that track and audit usage and operational characteristics of the Service in order to monitor Software performance and verify compliance with the terms and conditions of this Agreement. Customer agrees to cooperate in good faith with any reasonable requests for information made by Company in connection with its tracking and audit activities.
- 9.3. Compliance with Laws. Each party will comply with all applicable federal, state, and local laws, ordinances, rules and regulations relating to the performance and use of the Service as set forth in this Agreement.

- 9.4. Ineligibility. Company will not knowingly contract with, purchase from, employ, sub-contract with or carry on business in any form with any person or entity that is officially listed as excluded, debarred, declared ineligible, suspended or otherwise ineligible for participation in any Federal or State program.
- 9.5. Assignment. Neither party may assign or otherwise transfer any of the rights and obligations arising out of this Agreement without the prior written consent of the other party, except in connection with the sale or transfer of all or substantially all of such party's business, whether by merger, sale or otherwise. Notwithstanding the foregoing, however, Customer's consent shall not be required for assignments of this Agreement in whole or in part by Company, provided the contract is assigned to an affiliate of Company or an entity under common control with Company or Company's corporate parent.
- 9.6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state where the Customer is physically located as stated in this Agreement, without reference to any choice of law principles of such state and will not be construed in accordance with or governed by the United Nations Convention for International Sales of Goods.
- 9.7. Arbitration. Any controversy or claim arising out of or relating to this Agreement, with the exception of injunctive relief sought by either party, may be submitted to arbitration before an arbitrator agreed upon by the parties, or, if the parties cannot agree upon an arbitrator within thirty (30) days, to an arbitrator selected by the American Arbitration Association. Arbitration shall occur in the capital of the state specified in Section 9.5. The arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators may award attorneys' fees and costs as part of the award. The award of the arbitrators shall be binding and may be entered as a judgment in any court of competent jurisdiction.
- 9.8. Force Majeure. Except for payment obligations, neither party will be liable or responsible for any failure or delay in the performance of its obligations due to causes beyond the reasonable control of the party affected or its subcontractors or suppliers, including but not limited to war, sabotage, insurrection, epidemics, earthquakes, terrorism, riot or other act of civil disobedience, strikes or other labor shortages, accident, fire, explosion, flood, hurricane, severe weather or act of God. The obligations of the party suffering from the force majeure event will be suspended for the duration of the force majeure.
- 9.9. Integration. This Agreement, together with the Exhibits and fully executed Work Orders, constitutes the final and exclusive agreement between the

parties as to the matters described in it. This Agreement supersedes all prior proposals, negotiations, conversations, discussions, understandings, representations, or agreements between the parties concerning its subject matter. Without limiting the generality of the foregoing, Company will not be bound by any other terms and conditions referenced on any invoice, purchase order, or other document produced by Customer, unless such terms explicitly set out the intention to modify this Agreement and are accepted in writing by execution by a duly authorized representative of Company. In the case of disagreement in the terms and conditions between this Agreement and any of its Exhibits or Work Orders, this Agreement shall govern.

- 9.10. Amendment and Waiver. This Agreement may only be modified in writing signed by both parties and identifying the provision of the Agreement that is to be amended. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.
- 9.11. Severability. If any term, provision, or condition of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 9.12. Promotion Rights. No public statements concerning the existence or terms of this Agreement will be made or released to any media except with the prior approval of both parties or as required by law. With Customer's prior approval, approval of which will not be unreasonably withheld by the Customer, Company may publicize its relationship with Customer for marketing and promotion purposes, which may include issuing a press release, mentioning the relationship on the Company website (in each case by disclosing Customer's name, general information and/or a link to Customer's website), and/or list Customer as a user of the Service.
- 9.13. Relationship. In making and performing this Agreement, Company and Customer act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between Company and Customer.
- 9.14. Document. Each party acknowledges and represents that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. Neither this Agreement nor any of the matters set forth herein or

in the schedules will be construed against either party by reason of the drafting or preparation thereof. This Agreement may be signed in any number of counterparts, each of which will be deemed an original and all of which, taken together, shall be deemed one and the same document, and may be executed by means of signatures transmitted by facsimile or by other electronic means. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

- 9.15. Execution. This Agreement and its Exhibits and Work Orders may be executed by the parties in counterparts and delivered by email, and all such counterparts, taken together, shall constitute one and the same agreement. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed binding and original signatures for this Agreement and all matters related thereto.

[Signature Page Follows]

[Signature Page to TransLoc Technology License and Service Agreement]

The parties have caused this Agreement to be executed by and through their duly authorized representatives as of the Effective Date.

TransLoc Inc.

City of Abilene

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: SCHEDULE OF SERVICES, SOFTWARE, AND EQUIPMENT

This Exhibit A incorporates the terms of the Technology License and Service Agreement between Company and Customer.

1. Fees and Costs:



TransLoc

5000 Centregreen Way, Suite 500
Cary, NC 27513

Pricing Exhibit - Confidential

DATE: April 24, 2026
TO: City of Abilene

*Price remains firm for 30 days

Notes	Type	Item	Item Description	Qty	Unit Price /yr (Year 1)	Capital	Subscription				
								6.0%	6.0%	6.0%	6.0%
			<u>Fixed Route - CAD/AVL</u>				<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
b.	**	S-106	Subscription - CAD_AVL (public)	15	\$ 1,282.60	\$	19,239.00	\$ 20,395.00	\$ 21,620.00	\$ 22,915.00	\$ 24,290.00
		-	Application Program Interface (API) - JSON	1	Included						
			<u>Fixed Route - Realtime Passenger Information System (RTPI)</u>								
		-	Mobile Apps (iOS & Android)	1	Included						
		-	Web Apps (Desktop & Mobile Web)	1	Included						
			<u>Fixed Route - Automated Voice Annunciation (AVA)</u>								
	**	S-104	Subscription - AVA	15	\$ 411.28	\$	6,169.20	\$ 6,540.00	\$ 6,930.00	\$ 7,345.00	\$ 7,785.00

Notes

a. Includes: all necessary cabling & hardware
b. Includes: Support, Server Hosting & Licensing
x Hardware invoiced upon shipment. Invoicing of remaining capital costs at the delivery of services.
** Subscription will be effective and invoiced upon execution date.
** Price subject to change with adjustments to terms, integrations, subscriptions, and vehicles.

Billing Frequency: Quarterly
Payment Terms: Net 30

Year 2Year 3Year 4Year 5

Quote Summary

First Year Capital	\$ -			
First Year Subscription	\$ 25,408.20	\$ 26,935.00	\$ 28,550.00	\$ 30,260.00
Total - First Year	\$ 25,408.20			
Total Capital	\$ -			
Total Subscription - 5 Years	\$ 143,228.20			
Total for Contract	\$ 143,228.20			

All applicable sales/use tax are additional
Annual Price Increase 6.0%

2. Reinstallation or Additional Equipment Installation Fees:

If needed, Company will uninstall Equipment and Software from a vehicle and reinstall in a different vehicle or install additional Equipment. There is an hourly labor fee per Equipment that is reinstalled or newly installed, Company reimbursement for travel costs, and if new Equipment is purchased from Company, Equipment fees are incurred as stated above. Only Company is authorized to uninstall, install, and/or reinstall Equipment.

3. Spare Equipment:

Spare Equipment is not included in the fees above. If desired, Customer can purchase spare Equipment to minimize downtime in the event that Equipment needs to be repaired or replaced.

4. New Customer Information Sheet:

Customer must complete the New Customer Information sheet, found on Exhibit C, to facilitate invoicing and payment.

APPENDIX A: EXTENSION OF END-OF-LIFE SUPPORT FOR SIERRA GENX DEVICES

[For the avoidance of doubt, this Appendix A governs pricing and support for the extension of Sierra GenX devices as defined within Appendix A]



5000 Centregreen Way, Suite 500
Cary, NC 27513

Pricing Exhibit - Confidential
DATE: April 22, 2026
TO: City of Abilene

*Price remains firm for 30 days

Notes	Type	Item	Item Description	Qty	Unit Price /yr (Year 1)	Capital	Subscription
Fixed Route - CAD/AVL							
b.	**	5-998	Subscription - Other (Fixed Route)	5	\$ 250.00		Year 1 \$ 1,250.00
<i>Extension on end of life GenX model devices - specifically dating June -October 15, 2026</i> <i>After October 15th, the end of life devices will be shut down officially with no further exceptions</i>							
Notes							
a.			Includes: all necessary cabling & hardware				
b.			Includes: Support, Server Hosting & Licensing				
x			Hardware invoiced upon shipment. Invoicing of remaining capital costs at the delivery of services.				
**			Subscription will be effective and invoiced upon execution date.				
**			Price subject to change with adjustments to terms, integrations, subscriptions, and vehicles.				
Billing Frequency: Quarterly							
Payment Terms: Net 30							
Quote Summary							
First Year Capital						\$	-
First Year Subscription						\$	1,250.00
Total - First Year						\$	1,250.00
Total Capital						\$	-
Total Subscription - 0.4 Years						\$	1,250.00
Total for Contract						\$	1,250.00
*All applicable sales/use tax are additional							
Annual Price Increase							6.0%

1. End-of-Life Support Term. The Term of the End of Life Support for GenX devices will begin on June 1, 2026 and expire on October 15, 2026. Upon expiration the support for the end-of-life devices will end without the opportunity for further extensions.
2. Hours of Support. Technical Support will be provided from 9:00 a.m. to 5:00 p.m. Monday through Friday, Eastern Standard Time, excluding Holidays.
3. Device Failure. Customer, and not Company, is responsible for replacing any GenX device that is determined to be defective.

EXHIBIT B: SCOPE OF WORK

TransLoc will provide service as outlined below for the Subscription Services defined in Exhibit A:

Rider Application/Website Services

- ☐ Public dashboard
 - Real-time tracking with 3 - 5 second update rates
 - Shuttle Stop Time Predictions
 - Client Feedback Option
 - “Find Me” Feature
 - Twitter Feed and Social Media links with Display
 - Menu Links to Clients Desired URL
 - Public website in internet browser with Mobile website accessible via any smartphone.
 - Rider Alerts/Announcements to be displayed to riders on public websites/applications.

- ☐ Mobile Application (TransLoc)
 - Supported in Apple App and Google Play stores
 - Multimodal with fixed route and OnDemand capabilities
 - WCAG 2.0 AA compliant for accessibility
 - Trip planning capabilities
 - Vehicle tracking and capacity
 - Display of agency alerts for routes
 - Stop details (schedule data and ETAs)
 - Favorite Stops
 - Rider Feedback

- ☐ CAD/AVL Services (15 Vehicles)
 - Admin Dashboard
 - ☐ Domain Name
 - ☐ Standard TransLoc domain
 - ☐ Managed by TransLoc
 - ☐ Unlimited users
 - ☐ Customizable widget dashboard experience
 - ☐ Trip Assignment by Route
 - ☐ Trip Assignment by Block
 - ☐ Live Map
 - ☐ Stops

- ☐ Vehicles
- ☐ Dispatching capabilities
 - ☐ Options based on system configuration
 - ☐ By Schedule
 - ☐ By Vehicle
 - ☐ By Block Group
- ☐ Rider Alerts/Announcements to be displayed to riders on public websites/applications
 - ☐ Ability to communicate system information, detours, delays, etc. to riders on browser website
- ☐ Reporting Suite
 - ☐ General Reports
 - ☐ Arrivals and Departures (By Route and Stop)
 - ☐ Arrivals and Departures (By Route and Vehicles with Loop Time)
 - ☐ Employee Assignments
 - ☐ Headway
 - ☐ Headway Summary
 - ☐ Route_Report
 - ☐ Vehicle on Route
 - ☐ Vehicle Service Report
 - ☐ Vehicle Assignment Report
 - ☐ Performance Reports
 - ☐ On Time Performance
 - ☐ On Time Performance Summary
 - ☐ Schedule by Time Report
 - ☐ Schedule_Report
- ☐ Dedicated Client Support Rep/Account Manager
 - ☐ 24/7 Emergency Client Support 365 Days a Year
 - ☐ Add/Remove Vehicles
 - ☐ Route and Stop Configuration/Changes
 - ☐ Schedule Configuration Changes
 - ☐ Create/Remove Users
- ☐ **AVA through Tablet (15 Vehicles)**
 - ☐ Stop by Stop announcements
 - ☐ ADA Compatible (audio capabilities)
 - ☐ Arrival Announcements: “Now arrive at...” and/or Departure announcements: “Next stop...”

- ☐ Next stop announcements compatible with systems that utilize set stop orders each run
- ☐ Geofence editing Support

EXHIBIT C: NEW CUSTOMER INFORMATION

Agency Information	
Agency name	
Primary Contact in Accounts Payable	
Primary Contact's Email	
Billing Address	
Phone	
Fax	
Billing Information	
Who should receive the invoices?	
Email address of invoice recipient	
Will you submit a purchase order to us?	
Is there a PO number that we will need to put on the invoices?	
We receive payment for invoices via ACH or EFT. Please submit any paperwork necessary to complete this request.	
Are you tax exempt? If yes, please email a copy of your Certificate of Exemption to AccountsReceiveable@transloc.com	
Is there any additional information that we should be aware of to ensure timely processing of invoices?	
Marketing & Communications Information	
Name(s) of marketing and PR contact(s)	
Email address(es) of marketing and PR contact(s)	

Are you interested in joint marketing/PR opportunities?	
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SUPPLEMENT TO AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS AND

_____(“Company”)

- (1) **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.
- (2) **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.
- (3) **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.
- (4) **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 company is not subject to a provision above, the signatory executing this Agreement on behalf of the company verifies that the company: (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.

(printed name of company)

(signature and printed name of signatory)

(date of signature)

City Council Meeting





Transloc Contract for CityLink

- CityLink uses a software company, Transloc, to provide bus and van location information and automated bus stop announcements that is available to inform riders of location.
- CityLink has had a contract with Transloc since approximately 2022. Earlier this year, CityLink staff discovered that this contract had expired and contacted Transloc about new contract pricing.
- The contract for this software as a service is \$25,408.20 in Year 1, with a 6% increase in the succeeding years.





- The new contract also includes the addition of the Automated Voice Annunciation, which is needed to maintain compliance with ADA.
- This contract is for an initial five-year term, with two five-year renewal options.
- This contract is a budgeted service.



QUESTIONS?





**CITY COUNCIL
MEMORANDUM
8/13/2026**

TO: Emily Crawford, City Manager
FROM: Lesli Andrews, Director
ITEM: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Artwork Commissioning and for Public Display at the Storybook Garden and along North 1st Street. (Lesli Andrews)

GENERAL INFORMATION

The Abilene Cultural Affairs Council is requesting approval for the commissioning of the 2027 CALF sculpture as well as four Eric Carle pieces. The 2027 CALF featured author is Molly Idle. Ms. Idle is the author of "Flora and The Flamingo." Steve Neves is the sculptor to be commissioned to create the artwork. Also, four pieces by author Eric Carle is requested to be approved for public display. The sculptures requested for approval are from the cover images of four of his children's books: "The Very Hungry Caterpillar", "The Grouchy Ladybug", "The Very Quiet Cricket", and "The Very Busy Spider."

Examples of work for loaned sculptures are by artists Luke Sides, Danville Chadbourne, and Michael Majarris. The request is to approve the four loaned artworks for public display.

FUNDING/FISCAL IMPACT

No fiscal impact.

STAFF AND/OR BOARD RECOMMENDATION

The Visual Arts Jury Board approved the artwork in the July 22, 2026 meeting.

ATTACHMENTS:

1. 26_8_13 Resolution Approval of Loaned, Commission and Design of Sculptures
2. 26_8_13 Presentation on Approval of Loaned, Commission and Design of Sculpture for Public Display

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE COMMISSIONING AND DESIGN OF SCULPTURES FOR PLACEMENT IN THE CLEAR FORK BANK STORYBOOK GARDEN ON THE LAWN OF THE ABILENE CONVENTION CENTER, AS WELL AS APPROVING LOANED SCULPTURES TO BE PLACED ALONG T&P BETWEEN NORTH AND SOUTH FIRST.

WHEREAS, the Abilene Cultural Affairs Council (ACAC) has commissioned Steve Neves to create a sculpture based on the storybook by Molly Idle titled “Flora and The Flamingo”; and

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

WHEREAS, the ACAC has commissioned Steve Neves to create four sculptures based on storybooks by Eric Carle titled “The Very Hungry Caterpillar”, The Grouchy Ladybug”, “The Very Quiet Cricket” and “The Very Busy Spider”; and

WHEREAS, the ACAC has requested approval of four loaned sculptures; and

WHEREAS, the Visual Arts Jury approved the sculptures at their July 22, 2026 meeting.

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

Part 1: That the City Council approve the commissioning and design of the sculptures for placement in the Clearfork Bank Storybook Garden.

Part 2: That the City Council approve the four loaned sculptures.

Part 3: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 13th day of August, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

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



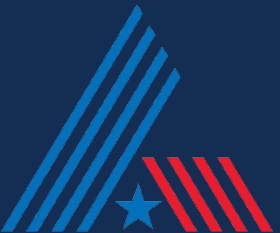
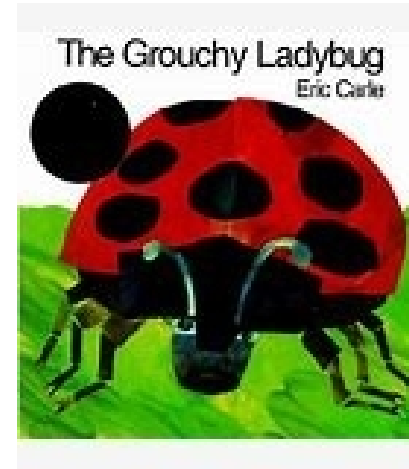
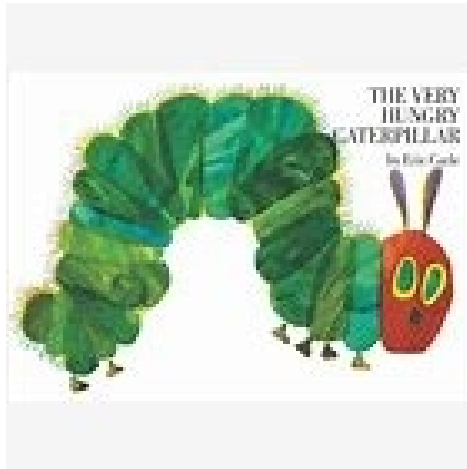
Commissioned Sculptures Information

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



Commissioned Sculptures Information

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



Loaned Sculpture by Luke Sides

Located on North 1st Street



Cattelan Muffler Shop (Sides)

98" x 30" x 24"

8.2' x 2.5' x 2'

Materials: bronze, steel

Artist Statement: I am a sculptor working primarily in cast metal, drawing from everyday objects, animals, and food as central imagery. My work explores the intersection of the familiar and the surreal through shifts in scale and unexpected combinations. I am interested in how ordinary objects can be transformed into extraordinary experiences through material, context, and form.

My process begins with clay modeling and the digital scanning of objects, allowing me to explore variations in scale, composition, and surface before producing forms through 3D printing and casting. This hybrid approach merges traditional sculptural methods with contemporary digital tools, enabling me to reinterpret recognizable forms in new and often unexpected ways while maintaining a strong connection to hand-built processes.

Humor, nostalgia, and cultural symbolism are recurring elements in my work. I often employ puns and visual wordplay to introduce irony and layered meaning, drawing influence from Funk and Pop art and their embrace of the absurd and the everyday. Animals and food frequently serve as stand-ins for human behavior, identity, and consumption, allowing the work to operate on both personal and cultural levels.

Materiality is central to my practice. By casting ephemeral or disposable subjects in iron and other metals, I create a tension between permanence and transience. These materials carry associations of weight, labor, and history, contrasting with the fleeting nature of the imagery they depict.

Through this interplay of subject and material, my sculptures invite viewers to reconsider the value of overlooked objects and to engage with the familiar through a new, often ironic lens.

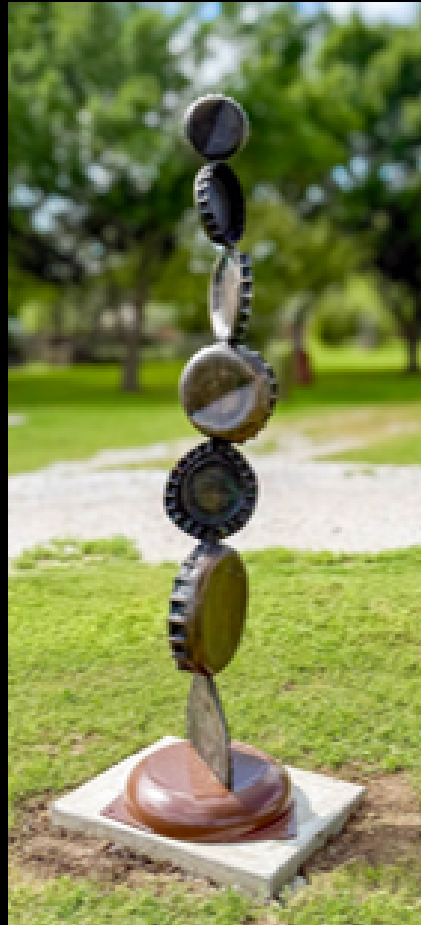
Brief Description: Cattelan Muffler Shop playfully merges contemporary art history, consumer culture, and industrial aesthetics. Referencing Maurizio Cattelan's *Comedian*, the sculpture transforms the iconic banana into a cast metal object elevated on a fabricated steel pedestal that resembles an automotive muffler display or industrial service post. The title recontextualizes the banana through humor and wordplay, shifting it from gallery spectacle to roadside Americana. By combining a familiar symbol of consumption with industrial materials and fabricated signage, the work reflects on how value is assigned, marketed, and repackaged through culture. The banana becomes both product and monument—simultaneously absurd and iconic. Cattelan Muffler Shop invites viewers to consider the intersections of commerce, authorship, branding, and the ways art objects circulate through contemporary culture.

Notes: Piece needs to be anchored to cement pad.



Loaned Sculpture by Luke Sides

Located on North 1st Street



Empty Promises (Sides)

84" x 28" x 28"

7' x 2.3' x 2.3'

Materials: bronze, steel

Artist Statement: I am a sculptor working primarily in cast metal, drawing from everyday objects, animals, and food as central imagery. My work explores the intersection of the familiar and the surreal through shifts in scale and unexpected combinations. I am interested in how ordinary objects can be transformed into extraordinary experiences through material, context, and form.

My process begins with clay modeling and the digital scanning of objects, allowing me to explore variations in scale, composition, and surface before producing forms through 3D printing and casting. This hybrid approach merges traditional sculptural methods with contemporary digital tools, enabling me to reinterpret recognizable forms in new and often unexpected ways while maintaining a strong connection to hand-built processes.

Humor, nostalgia, and cultural symbolism are recurring elements in my work. I often employ puns and visual wordplay to introduce irony and layered meaning, drawing influence from Funk and Pop art and their embrace of the absurd and the everyday. Animals and food frequently serve as stand-ins for human behavior, identity, and consumption, allowing the work to operate on both personal and cultural levels.

Materiality is central to my practice. By casting ephemeral or disposable subjects in iron and other metals, I create a tension between permanence and transience. These materials carry associations of weight, labor, and history, contrasting with the fleeting nature of the imagery they depict.

Through this interplay of subject and material, my sculptures invite viewers to reconsider the value of overlooked objects and to engage with the familiar through a new, often ironic lens.

Brief Description: Empty Promises transforms discarded beer bottle caps objects typically overlooked or thrown away into a seven-foot monument to memory, travel, and accumulation. Each form in the sculpture originates from a 3D scan of an actual bottle cap collected during travels across different states, functioning as a personal marker of place, experience, and time. Much like shells gathered from a shoreline, these small artifacts become souvenirs of movement and lived moments. Stacked vertically in a totemic arrangement, the caps shift from disposable fragments into a commanding presence, suggesting both celebration and absence. The title, Empty Promises, plays on the emptied vessels from which these forms originate while hinting at the fleeting nature of consumption, nostalgia, and the stories attached to shared drinks. Through scale, repetition, and material transformation, the work elevates ordinary debris into a monument of personal archaeology and quiet reflection.

Notes: Piece needs to be anchored to cement pad.

Loaned Sculpture by Danville Chadbourne

Located on North 1st Street



The Reconfiguration of Evolution (Chadbourne)

100" x 20" x 20"

8.3' x 1.7' x 1.7'

Materials: stoneware, stone

Artist Statement: Essentially, my work is concerned with the evocation of spiritual or primal states. I use simple organic forms, often in suggestive conjunctions that elaborate on metaphorically primary issues of ambiguity, morality, accident/intention, contradiction or even existence. Frequently there is an allusion to circumstance, ritual or contextual usage, and time as a condition of the work, but it appears in a peripheral, indirect, or generalized way, never specific or obvious. I have chosen by personal evolution to use forms and images that appear to be part of some culture with an elaborate mythological structure, never quite defined, but evidently interrelated. I am concerned with the intellectual speculation that we make regarding other cultures, especially primitive or ancient ones based on our observation of their artifacts. This anthropological perception is a key issue in my work.

Formally, I use relatively simple sculptural images, sometimes static, like monuments, other times active, dynamic forms that suggest some usage, often ritualistic. I also tend to use materials and processes that imply cultural attitudes that are harmonious with nature and the passage of time. Clay has the most associative power in archeological terms and easily responds to the expressive needs of my ideas as well as being rather permanent and durable. Wood, stone, fiber, bone, and some found objects also work effectively as materials charged with connotative powers in this context. Hopefully, each element, as well as the whole body of work, contributes to the total effect of rediscovering an artifact that is evidently outside of our culture at one level, but reflects a kind of universal human consciousness and ultimately stimulates the perception of our own personal existence.

Notes: The heavy stone base sits directly on the ground, the upper elements are stacked on top and secured by two internal rods that lock them in place. These works are structurally very stable, and the high-fired ceramic surfaces are extremely durable.

Loaned Sculpture by Michael Majarris

Located on North 1st Street



American Dancer (Manjarris)

150" x 72" x 72"

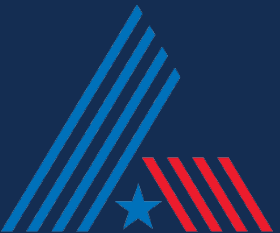
12.5' x 6' x 6'

Materials: galvanized steel, marine paint, concrete

Artist Statement: I am a social sculptor is what I have been told. Activist. I take remnants of tragedies, political controversy and create beautiful and interesting sculpture to shine a light on humanity which allows the public to make decisions on what is the right thing to do.

Brief Description: I use damage guard rails to make Sculpture. Something tragic happen and I'm trying to make something beautiful out of terrible situation and reflect on the safety and engineering genius of the design of a guard rail which saves lives.

Notes: Crane for installation





**CITY COUNCIL
MEMORANDUM
8/13/2026**

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

ITEM: **7. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve Award of RFP CB-2630 – Comprehensive Compensation Study and Pay Philosophy Project to Management Advisory Group (MAG). (Pamela Williams)**

GENERAL INFORMATION

The Request for Proposal was issued on March 16, 2026, with proposals due on May 1, 2026. The City received ten (10) proposals from qualified consulting firms.

Following a comprehensive evaluation of the written proposals, five firms were selected for in-person interviews based on qualifications, methodology, municipal experience, project team, implementation strategy, and overall value.

Management Advisory Group (MAG) emerged as the highest-ranked firm through the evaluation process. The firm demonstrated a comprehensive understanding of municipal compensation systems, extensive experience with Texas local governments, and a proven methodology for developing market-based, equitable compensation programs.

Reference checks with the County of Galveston, Webb County, and City of McAllen were consistently favorable. References cited MAG's technical expertise, responsiveness, implementation support, and long-term partnership. While minor communication opportunities were identified during previous engagements, each reference indicated that MAG addressed concerns promptly and professionally. Examples of other client cities include El Paso, Grand Prairie, and Lubbock.

Following the interviews, the City requested pricing to expand the project scope to include a 100% benchmark study of all City positions. MAG responded promptly with an enhancement proposal of \$24,750, increasing the total contract value from \$98,000 to \$122,750. This expanded scope would allow MAG to benchmark every City position, resulting in a more comprehensive market analysis and strengthening the long-term value and reliability of the study.

FUNDING/FISCAL IMPACT

Funding for the Compensation Study is included within the Human Resources budget. Approval of the expanded benchmarking option would increase the contract amount to \$122,750, providing a comprehensive market analysis of all City positions and enhancing the overall value of the project.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends awarding RFP CB-2630 – Comprehensive Compensation Study and Pay Philosophy Project to Management Advisory Group (MAG) in the amount of \$122,750, including the optional enhancement to conduct a 100% benchmark study of all City positions.

ATTACHMENTS:

1. MAG Resolution

2. MAG 2026 Contract signed by MAG 7 25 26
3. Strategic Impact Assessment
4. Compensation Study for council (1)

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 8/11/2026

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING A CONTRACT WITH MANAGEMENT ADVISORY GROUP (MAG)
FOR A COMPREHENSIVE COMPENSATION STUDY AND PAY PHILOSOPHY
PROJECT.**

WHEREAS, the Human Resources Department went out for an RFP

On 03/15/2026 seeking a proposal for a compensation study including compensation philosophy, open pay plan and step pay plan study. They received ten (10) responses which were evaluated by the Human Resources Department.

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

Management Advisory Group (MAG) to perform a compensation study including compensation philosophy, open pay plan and step pay plan study.

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 a contract with MAG for 120 days unless an extension is agreed upon by both MAG and the City of Abilene for \$122,750.

PART 2: That this resolution shall take effect 8/23/2026.

ADOPTED this 13th day of August 2026

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This Contract, dated the 13 day of August, 2026, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Management Advisory Group (MAG) ("Professional").

The City is engaged in compensation study including compensation philosophy, open pay plan and step pay plan and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified management advisory group properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A 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 professionals 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 professional.

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. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by 120 days unless otherwise agreed upon by both parties.

II. PAYMENT

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. 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.

IV. STATUS OF PROFESSIONAL

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

V. 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.

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other materials 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.

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

- (i) injury or damage to any property or right;
- (ii) injury, damage, or death to any person or entity;
- (iii) attorneys fees, witness fees, expert witness fees and expenses; and
- (iv) all other costs and expenses of litigation.

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

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

“Professional’s employees” shall mean any employees, officers, agents, subcontractors, licensees and invitees of Professional.

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

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

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

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

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

BOTH CITY AND PROFESSIONAL EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE PROFESSIONAL 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.

IX. 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.

<u>Type</u>	<u>Amount</u>
___ 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

X. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XI. TERMINATION

This Contract may be terminated at any time upon thirty (30) days written notice by City to Professional. In the event of termination, Professional will be compensated for work satisfactorily performed before the termination date. For any funding beyond the current fiscal year, the City reserves the right to immediately terminate this Contract by giving written notice, without liability to the City, in the event that funding for this Contract is discontinued or is no longer available. The City's fiscal year runs from October 1st to September 30th.

If, through any cause, the Professional fails to fulfill his obligations under this Contract, or if the Professional violates any of the agreements of this Contract, the City has the right to terminate the Contract by giving five (5) days written notice to the Professional. The Professional will be compensated for work satisfactorily performed before the termination date.

The Professional, however, is not relieved of liability to the City for damages sustained by the City because of any breach of contract by Professional. The City may withhold any payments to Professional for the purpose of setoff until the exact amount of damages due the City from the Professional is determined and paid.

XII. 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.

XIII. 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:
Pamela Williams
Human Resources Director
PO Box 60, Abilene, TX 79604

Professional – ATTN:
Russell Campbell
12730 Fair Lakes Circle, Ste 600
Fairfax, VA 22033

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXII. 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.

XXIII. COUNTERPARTS

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

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

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

CITY OF ABILENE

PROFESSIONAL

By: Emily Crawford

By:

Title: City Manager

Title:

Address:

Phone Number:

Federal Tax ID#:

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

Corporate Seal (if available)

APPROVED:

By: _____
City Attorney

ATTACHMENT A

Scope of Services

The Consultant shall do, perform and carry out in a good and professional manner human resource and management consulting services as may be requested by the Client, and included by reference herein is the Consultant's Proposal to the Client dated April 30, 2026, and MAG's clarification response of July 15, 2026 which detail the proposed study timeline, work plan, and deliverables.

Market Analysis and Benchmarking

- Recommend a methodology for establishing market competitiveness using percentile and average benchmarking, classification and compensation plan establishing a competitive market position by providing compensation analysis using recommended sources, but must include data from comparative cities and counties, as well as potentially evaluation private sector data, where appropriate for hard-to-fill/critical positions. The following are minimum requirements:
 - Evaluate the City's current peer-city list and proposed updated peer-city list as starting points and recommend appropriate comparison groups, using MAG's methodology for establishing market competitiveness. MAG shall evaluate whether different labor markets or comparison groups are appropriate by position or employee group.
 - Conduct an analysis of the City's pay ranges as compared to the external labor market, including comparable cities and counties and potentially comparable private employers, and make recommendations for changes to the pay ranges. This analysis must include job duties and responsibilities and not just titles
 - Ensure internal equity between positions occurs by reviewing job descriptions and ensuring that positions performing similar work with the same level of complexity, responsibility, knowledge, skills, and abilities are classified together.
 - Assess and address any potential issues with internal equity for ongoing plan maintenance, including evaluating the current merit increase matrix.
 - Compare performance and incentive pay practices with comparator cities, counties, and other market comparatives.
 - Provide recommendations on all aspects of pay plan, including structure, whether to use open pay plan or step pay plan.

Internal Review

- Analyze internal alignment and equity among positions and pay grades.
- Review current compensation plan and understand current challenges in recruiting and retaining employees.
- Recommend improvements for recruiting and retaining talent in critical positions.
- Identify individual or group compensation inequities and provide a recommended corrective action plan and process to remedy.
- Identify compression issues and make recommendations for ongoing and future compression adjustments.

Benefit Assessment

- Evaluate health benefits for competitiveness in comparison to other similarly situated municipalities and peer cities.

- Review supplemental benefits (e.g., all leave allowances) and propose adjustments and/or emerging trends.

Total Compensation

- Assess the competitiveness of existing supplemental pay structure (e.g., certifications, longevity, education, language, tuition reimbursement) and recommend strategies and modifications.
- Recommend pay structure features that will provide opportunities for assessing and revising the job classification plan.
- Recommend plans for cost-of-living and/or time in position adjustments based on years of service and living wage considerations on an annual basis, with different scenarios based on current economic factors using an open pay plan and step based pay plan.
- Evaluate and make recommendations related to position change policies, including Promotions, Reclassification, Lateral and Non-Lateral Transfers, and Demotion.
- Evaluate and recommend hiring rate policies for external hires and for internal promotions. Provide salary offer guidelines to facilitate increased fairness in determining hiring rates based on a candidate's qualifications.
- Review current and recommend changes for performance-based merit increases based on proposed new salary schedule from study.
- Provide guidelines for implementing future structure adjustments and how the adjustments should impact employee pay: these guidelines should be based on a methodology that allows the City to determine market-based salary adjustments consistent with maintaining a competitive position in the market, considering relative competing fiscal demands and financial constraints.
 - Guidelines for merit-based salary increases (moving through assigned pay ranges)
 - Pay policies with regard to promotions (percentages and timing of pay changes)
 - Pay policies with regard to demotions and voluntary reassignments.
 - Provide tools and recommendations for adding new positions to pay scale.
 - Provide tools to address career ladders and promotional opportunities to provide recognizable paths for employee growth within the organization.
 - Review and recommend improvements to policy guidelines for determining starting pay, promotional increases, and difficult-to-fill positions.

Deliverables

- Provide a proposed timeline to include the project initiation, all project milestones and completion dates for the study. Timeline should also include a clear outline of the communication plan for the project regarding milestones met, including the method of communication, frequency and target audience for communications. The study process should be transparent.
- Final written report with a written compensation philosophy and comprehensive salary administration guidelines.
- Provide training and tools necessary for implementation; Electronic tools or dashboards to assist with ongoing pay analysis and budgeting.
- Include cost estimates by fiscal year with low, mid, and high-range options.
- Provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Maintenance should include annual activities such as market survey.
- Provide documentation of methodologies, techniques, and data used to make recommendations.

Information meetings and Training

- Proposal must include the following meetings onsite (preferred) and/or virtual meetings as appropriate with City Management, Human Resources and Department Heads:
 - (3) progress meetings with City Management and Human Resources.
 - (2) interviews or meetings for data collection from City staff.
 - meeting to present findings to City Management and Human Resources.
 - to (2) meetings to present finding to City Staff
 - Formal presentation to City Council after entire process has been concluded.

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ____

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

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

OPTION 2 ____

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

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

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

OPTION 3 X

Payment is a fixed fee amount of \$122,750 payable per Twenty percent (20%) of the total agreement amount will be paid to Consultant within (7) days from the effective date of this agreement and upon Consultant providing Client an invoice for said amount. Additional payments shall be due and payable in accordance with periodic invoices based upon work performed toward delivery of final reports and products as described herein.Ten percent (10%) of the total agreement amount shall be held back by Client upon completion of the work and written acceptance by the City.

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

Before final acceptance of this project by the City, if required by the City, the Professional shall execute and provide City with an Affidavit that all bills for labor, materials, and incidentals incurred by subprofessionals, 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, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the 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.

Strategic Impact Assessment
RFP CB-2630 – Comprehensive Compensation Study and Pay Philosophy Project
Purpose

The proposed Compensation Study and Pay Philosophy Project is a strategic investment designed to modernize the City's compensation system and ensure it supports the City's long-term workforce and organizational objectives. The study will provide City leadership with data-driven recommendations that strengthen the City's ability to attract, retain, develop, and reward a high-performing workforce while maintaining fiscal responsibility and internal equity.

Strategic Benefits

Strategic Objective	Organizational Impact
Recruitment & Workforce Competitiveness	Improves the City's ability to recruit qualified employees by ensuring compensation remains competitive within the municipal labor market.
Employee Retention	Reduces turnover by addressing pay compression, market disparities, and compensation inequities that contribute to employee attrition.
Internal Equity	Provides a consistent and defensible methodology for evaluating positions and establishing equitable pay relationships across the organization.
Fiscal Stewardship	Allows City leadership to make informed compensation decisions based on market data while identifying phased implementation options that align with available financial resources.
Organizational Effectiveness	Aligns compensation practices with the City's operational goals, workforce needs, and long-term strategic priorities.
Risk Management	Reduces organizational risk by ensuring compensation decisions are supported by documented market analysis, consistent methodologies, and industry best practices.
Succession Planning	Supports workforce continuity by helping maintain competitive salary structures for critical and difficult-to-fill positions.
Employee Engagement	Reinforces employee confidence through a transparent, objective, and data-driven compensation framework.

Long-Term Organizational Value

The Compensation Study extends beyond a salary survey. The project establishes a sustainable framework for future compensation administration by providing:

- A comprehensive evaluation of the City's classification and compensation system.
- A clearly defined compensation philosophy to guide future pay decisions.
- Market-based salary recommendations that reflect current economic conditions.
- Identification of internal equity concerns and salary compression issues.
- Recommendations for implementation strategies that balance organizational needs with available financial resources.
- Decision-making tools that support future position evaluations, new position development, and ongoing compensation maintenance.

Value of the Expanded Benchmarking Option

The proposed enhancement to benchmark 100% of City positions further strengthens the study by:

- Providing direct market comparisons for every City position.
- Improving the accuracy and reliability of compensation recommendations.
- Reducing reliance on extrapolated market data.
- Supporting future classification reviews and organizational restructuring.
- Creating a comprehensive compensation database that will remain valuable for years following implementation.

Organizational Return on Investment

A comprehensive compensation study provides measurable organizational value by:

- Improving recruitment outcomes for critical positions.
- Increasing employee retention and reducing turnover-related costs.
- Supporting equitable compensation practices throughout the organization.
- Enhancing employee trust through transparent and objective pay practices.
- Providing leadership with reliable data to support budget planning and compensation decisions.
- Establishing a sustainable compensation system capable of adapting to future workforce and market changes.

Conclusion

Awarding the Compensation Study to Management Advisory Group (MAG) represents a strategic investment in the City's workforce. The study will provide leadership with the tools, data, and recommendations necessary to develop a competitive, equitable, and financially sustainable compensation program that supports organizational excellence, strengthens workforce stability, and positions the City for continued success.

Comprehensive Compensation Study

Contract approval — Management Advisory
Group





Comprehensive Compensation Study

The City competes for talent in the same market as every other employer.

A comprehensive study creates an organizational resource — not a department-only deliverable.

- Recruit qualified employees
- Retain experienced staff
- Address internal equity and compression
- Remain competitive in the Texas municipal market
- Support objective, data-driven compensation decisions

An investment in the workforce is an investment in reliable public service.





Scope of Services

The study addresses the full compensation system

MARKET POSITION

Benchmark pay ranges against comparable cities, counties, and appropriate private-sector data.

INTERNAL EQUITY

Review job duties, classification alignment, pay grades, compression, and corrective actions.

BENEFITS

Evaluate health and supplemental benefits against similarly situated municipalities and peers.

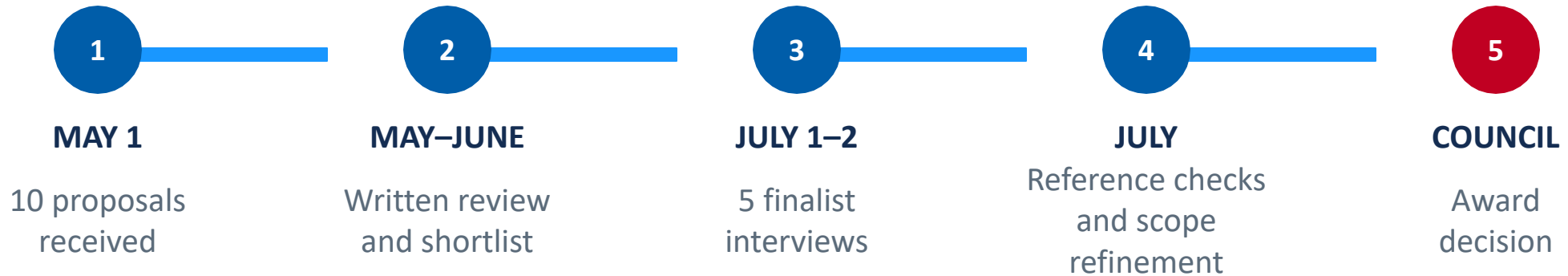
PAY PRACTICES

Assess pay plans, hiring rates, merit, promotions, transfers, demotions, and career pathways.





Process Was Competitive and Deliberate





Selected: Management Advisory Group (MAG)

29 / 30

TOP INTERVIEW SCORE

\$122,750

100% BENCHMARK SCOPE

4 of 4

REFERENCES RECOMMEND

10

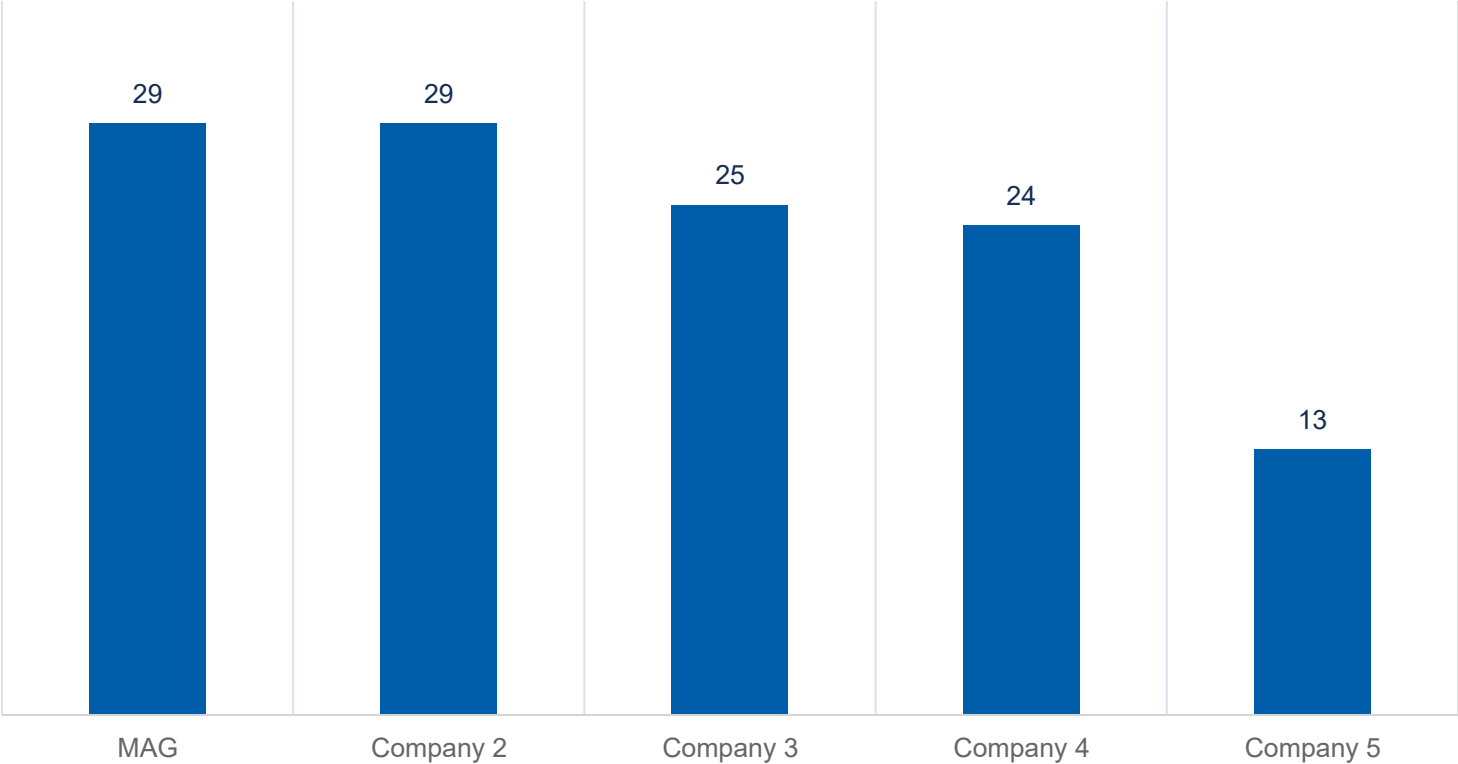
PROPOSALS RECEIVED

MAG combines strong technical fit, Texas public-sector experience, responsive scope development, and the most competitive comprehensive-study price among finalists.



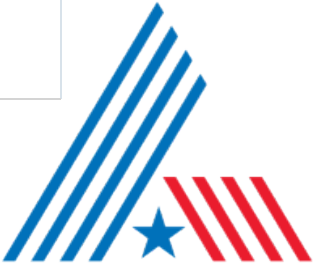


MAG Tied for the Highest Interview Score



29

MAG demonstrated strength across needs, methodology, municipal experience, implementation, and executive communication.

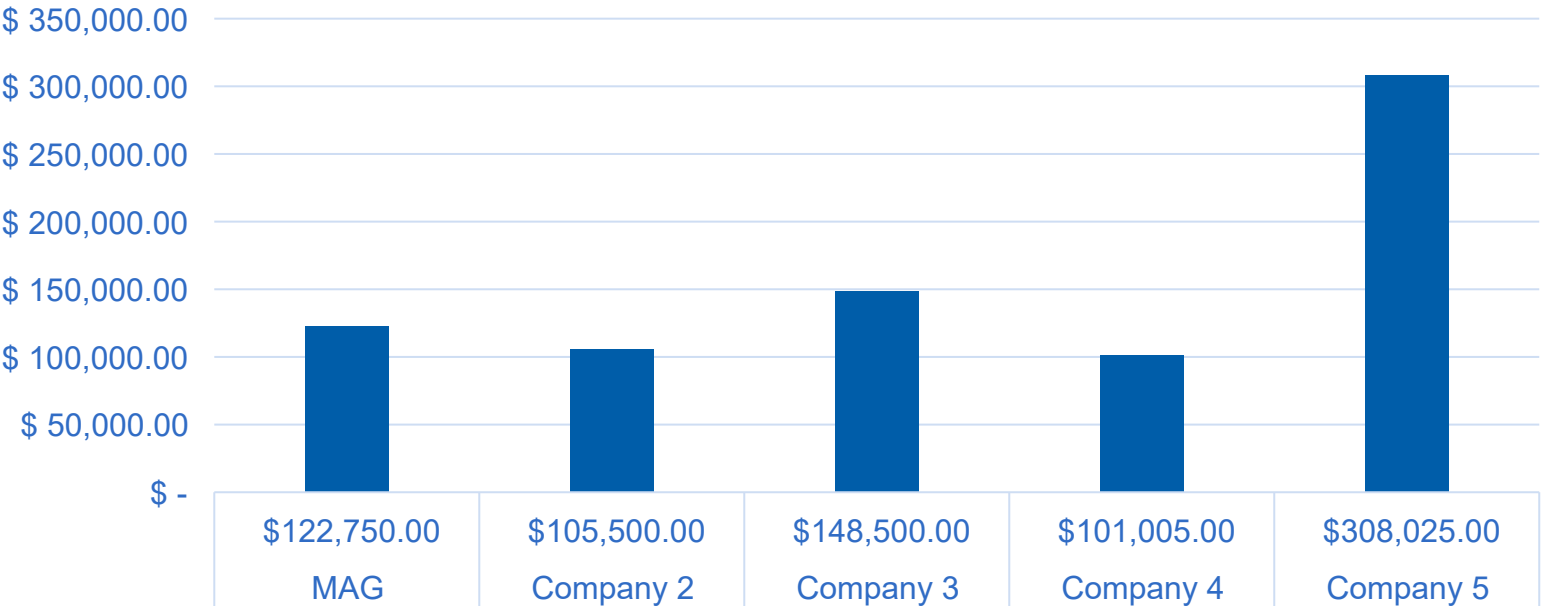


CITY OF
ABILENE
TEXAS



Price Comparison

Proposal Cost



\$122,750.00

MAG's original proposal was \$98,000 including a 30% job benchmarking.

\$122,750 is for 100% job benchmarking.



CITY OF
ABILENE
T E X A S



MAG OFFERS:

Comprehensive Scope

Benchmarks **all** City positions, strengthening market coverage and long-term usability.

Municipal Experience

Relevant public-sector work supports practical recommendations and defensible implementation.

Responsive Approach

MAG quickly refined its scope and pricing to meet the City's need for full benchmarking.

Competitive Investment

The enhanced \$122,750 scope remains below Company 3 and substantially below Company 5.

Decision-Ready Results

Study outcomes can support pay philosophy, internal equity, recruitment, retention, and budgeting.





CONTRACT DELIVERABLES

Council receives a decision-ready implementation framework

The engagement concludes with recommendations the City can evaluate, cost, implement, and maintain.

- ✓ Written compensation philosophy and final report
- ✓ Comprehensive salary administration guidelines
- ✓ Multiple pay structures with recommendations
- ✓ Low-, mid-, and high-range fiscal scenarios by year
- ✓ Implementation training, tools, and dashboards
- ✓ Annual maintenance and market-survey guidance
- ✓ Formal presentation to City Council





A Structured Award Protects the City's Investment

Scope Control

Confirm 100% benchmarking, deliverables, milestones, and acceptance criteria in the agreement.

Quality Assurance

Require documented methodology, validation checkpoints, and correction of data discrepancies.

Governance

Use an executive steering structure for decisions, issue resolution, and change control.

Implementation Readiness

Require actionable options, fiscal modeling, and a final presentation suitable for policy decisions.





Recommendation Management Advisory Group

Authorize selection of
Management Advisory Group
for RFP #CB-2630

Comprehensive Compensation Study

Approve a not-to-exceed contract amount of \$122,750





**CITY COUNCIL
MEMORANDUM
8/13/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **8. Ordinance (First Reading) Z-2026-44: Receive a Report, Hold a Discussion, and Take Action on a Request from the Owner to Change the Zoning of Approximately 8.05 Acres from General Commercial (GC) to Multi-Family (MF). Located on the 1200 Block of Spur 707. (Tim Littlejohn)**

GENERAL INFORMATION

The subject property was annexed to the City limits in 1980 and has remained vacant. In 2023, the property was rezoned from Agricultural Open (AO) to General Commercial (GC) but since remained undeveloped.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Staff recommend approval.

ATTACHMENTS:

1. Ordinance
2. Z-2026-44 Staff Report
3. 1201 Spur 707 - opposed
4. 1209 Spur 707 - Favor
5. 1234 Beltway S - Opposed
6. Edge Street Capital
7. Z-2026-44 Presentation

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 13th day of August 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 17th day of July, 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 27th 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 27th day of August 2026.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 8.05 acres from General Commercial (GC) to Multi-Family (MF).

Legal description as follows:

BEING a **8.05 acre** zoning tract out of the NW/4 of Section No. 22, Lunatic Asylum Lands, S. Love Survey, Abstract No. 1694, City of Abilene, Taylor County, Texas and being all of that certain 2.99 acre tract, known as Tract 1, and that certain 4.60 acre tract of land, known as Tract 2, more particularly described in a deed to Edge Street Capital, LLC and Bolton Commercial Developments, LLC recorded in Instrument No. 2023-13116, Official Public Records, Taylor County, Texas, and being out of that certain 3.87 acre tract described in a deed to Edge Street Capital, L.L.C. and Bolton Commercial Developments, LLC recorded in Instrument No. 2023-13111, Official Public Records, Taylor County, Texas. Said **8.05 acre** tract is more particularly described in metes and bounds as follows:

BEGINNING at a point for the northeast corner of this described tract and of said 2.99 acre tract, said point also being in the south right-of-way line of Spur 707;

THENCE S00°41'33"W along the east line of this described tract and said 2.99 acre tract, a distance of 434.11 feet to a point for an angle corner of this described tract, and being the southeast corner of said 2.99 acre tract and the northeast corner of said 4.60 acre tract;

THENCE S00°41'56"W along the east line of this described tract and said 4.60 acre tract, a distance of 289.37 feet to point for the southeast corner of this described tract and said 4.60 acre tract

THENCE N89°03'07"W along the south line of this described tract and said 4.60 acre tract, a distance of 691.37 feet to a point for the southwest corner of this described tract and said 4.60 acre tract, said point being located in the east right-of-way line of U.S. Highway 83/84;

THENCE N00°53'05"E along the west line of this described tract and said 4.60 acre tract, and along the east right-of-way line of said U.S. Highway 83/84, a distance of 289.85 feet to a point for the most westerly northwest corner of this described tract and said 4.60 acre tract, said point being the southwest corner of said 3.87 acre tract;

THENCE S89°11'09"E along the north line of this described tract and said 4.60 acre tract, and along the south line of said 3.87 acre tract, a distance of 201.56 feet to a point for an interior corner of this described tract, and the most southerly southeast corner of said 3.87 acre tract, and also being the southwest corner of said 2.99 acre tract;

THENCE N00°52'20"E along a west line of this described tract and said 2.99 acre tract, and along a east line of said 3.87 acre tract, a distance of 129.23 feet to a point for the most westerly northwest corner of this described tract, and said 2.99 acre tract, and the interior corner of said 3.87 acre tract;

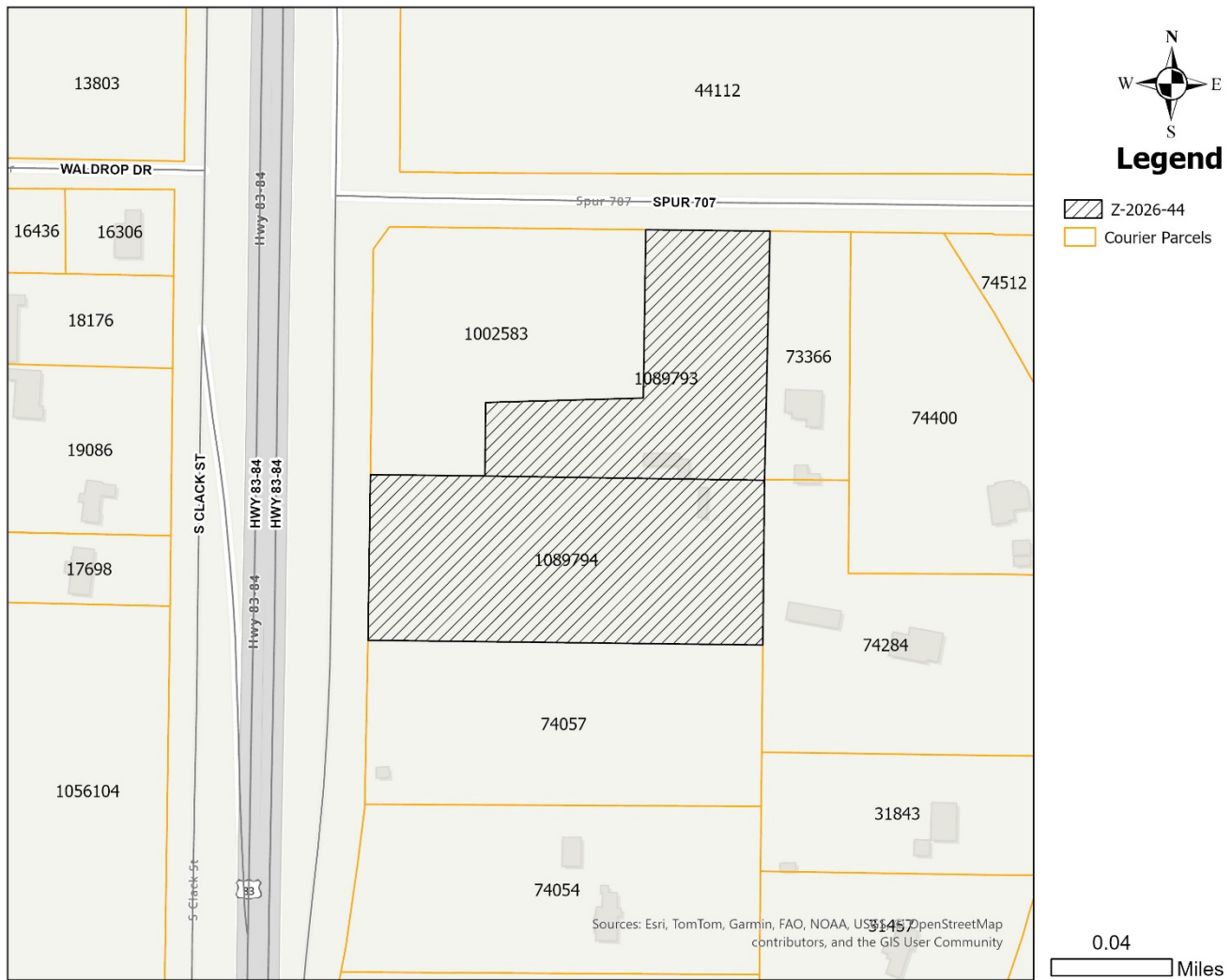
THENCE N88°22'38"E along a north line of this described tract and said 2.99 acre tract, and along a south line of said 3.87 acre tract, a distance of 204.86 feet to a point for an interior corner of this described tract and said 2.99 acre tract, and also being the most easterly southeast corner of said 3.87 acre tract;

THENCE N00°49'46"E along a west line of this described tract and over and across said 3.87 acre tract, a distance of 295.38 feet to a point for the most northerly northwest corner of this described tract, being in the north line of said 3.87 acre tract, same being in the south right-of-way line of said Spur 707;

THENCE S88°55'20"E along the north line of this described tract and said 3.87 acre tract, and along the south right-of-way line of said Spur 707, a distance of 69.12 feet to a point for an angle corner of this described tract and the northeast corner of said 3.87 acre tract, same being the northwest corner of said 2.99 acre tract;

THENCE S88°55'19"E along the north line of this described tract and said 2.99 acre tract, and along the south right-of-way line of said Spur 707, a distance of 213.95 feet to said **POINT OF BEGINNING** and containing **8.05 acres** of land, more or less.

Located on the 1200 Block of Spur 707 (Property ID: 1089793).



END

ZONING CASE

Z-2026-44

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: August 4, 2026
City Council 1st Reading: August 13, 2026
City Council 2nd Reading: August 27, 2026

Applicant

Agent: Jacob & Martin, LLC
Owner: Edge Street Capital, LLC & Bolton Commercial Dev, LLC

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 8.05 acres from General Commercial (GC) to Multi-Family (MF).

Location

Located on the 1200 Block of Spur 707(Property ID: 1089793). Legal Description Being a 8.05 Acre Tract Out of the NW/4 of Section No. 22, Lunatic Asylum Lands, S. Love Survey, Abstract No. 1694, Abilene, Taylor County, Texas.

Background

The subject property was annexed to the City limits in 1980 and has remained vacant. In 2023, the property was rezoned from Agricultural Open (AO) to General Commercial (GC) but since remained undeveloped.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Kirby
East	GC	Existing Residential
South	AO	Vacant
West	GC	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 act as a transitioning zoning from General Commercial (GC) to the residential uses established to the East of this property.

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

This property will be subject to platting and official site plan review. All required utilities will be addressed during these review processes.

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

None known.

Planning & 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 July 17, 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

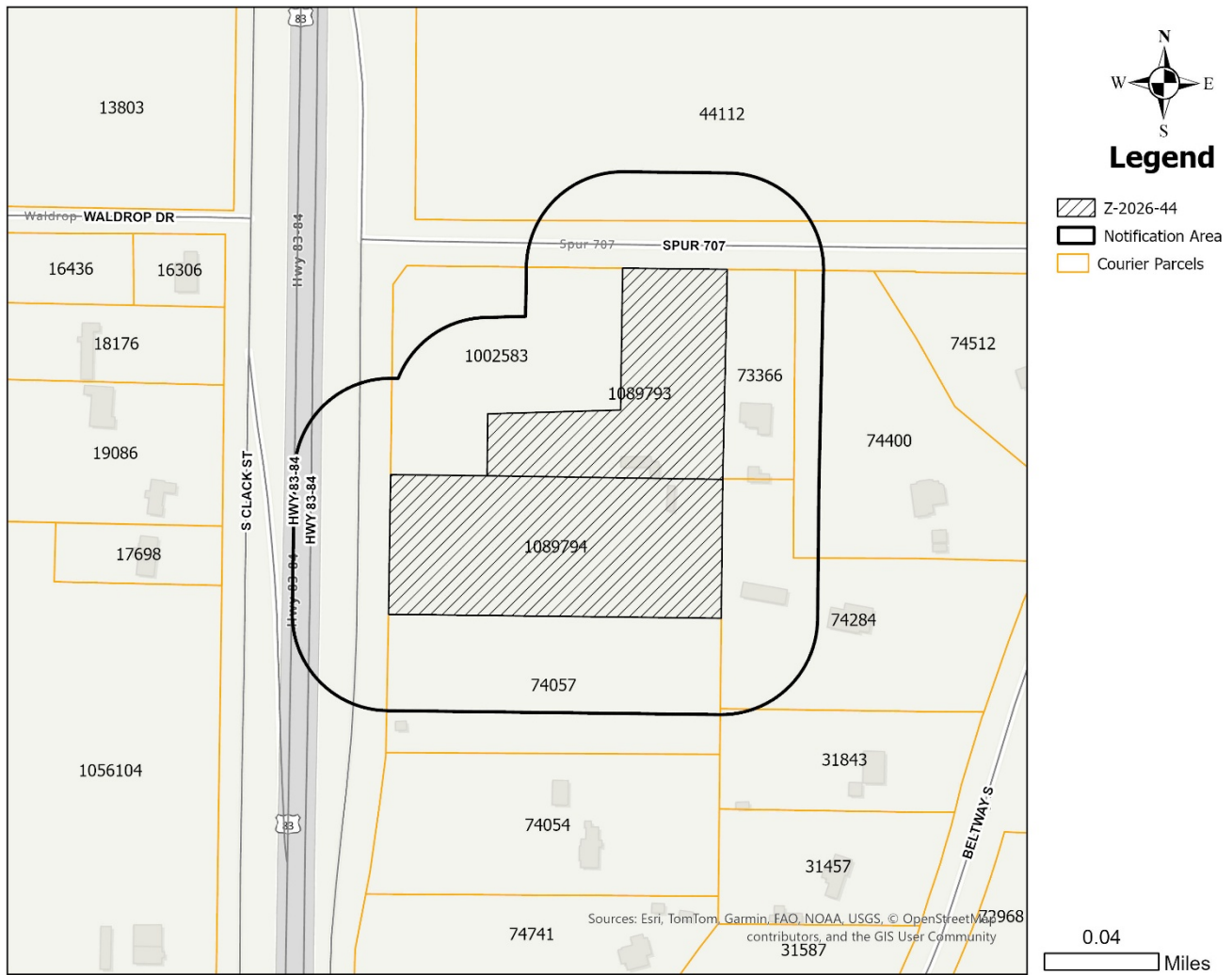
OWNER	PROP_ID	SITUS	RESPONSE
ABILA RAUL & STACI	74400	1201 SPUR 707	O
CITY OF ABILENE	44112	1102 SPUR 707	
EDGE STREET CAPITAL LLC &	1002583		F
EDGE STREET CAPITAL LLC &	1089794		
EDGE STREET CAPITAL LLC &	1089793		
HATHORN NATHAN & KATIE	73366	1209 SPUR 707	F
MONTERROSA JAVIER A & RITA	31843	1234 BELTWAY S	O
TERRY CODY D	74057	7849 HWY 83-84	
TERRY GARY & CONNIE	74284	1172 BELTWAY S	

PROPERTY ID

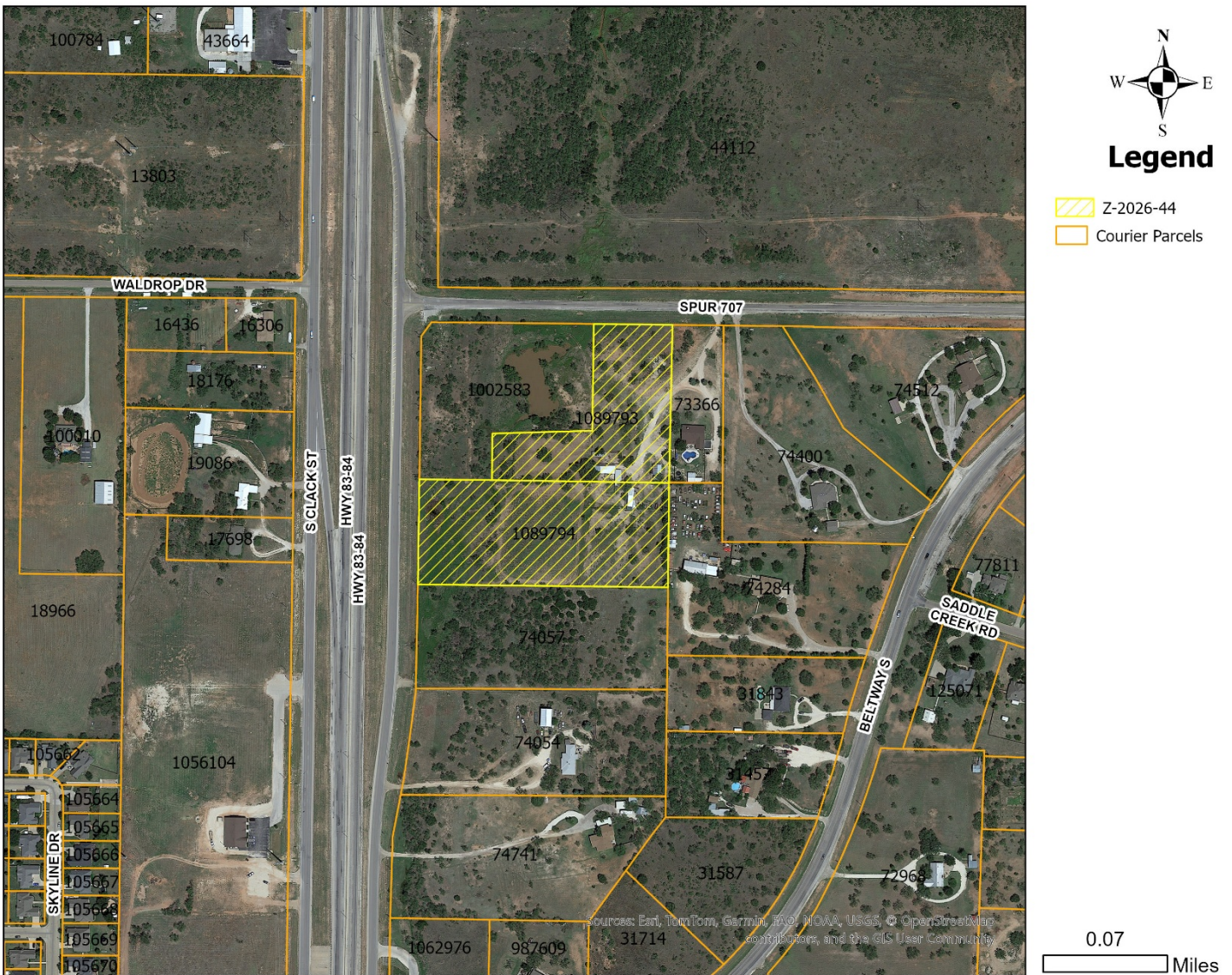
Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
MONTERROSA JAVIER A & RITA	31843	1234 BELTWAY S	O
CITY OF ABILENE	44112	1102 SPUR 707	
HATHORN NATHAN & KATIE	73366	1209 SPUR 707	F
TERRY CODY D	74057	7849 HWY 83-84	
TERRY GARY & CONNIE	74284	1172 BELTWAY S	
ABILA RAUL & STACI	74400	1201 SPUR 707	O
EDGE STREET CAPITAL LLC &	1002583		F
EDGE STREET CAPITAL LLC &	1089793		
EDGE STREET CAPITAL LLC &	1089794		

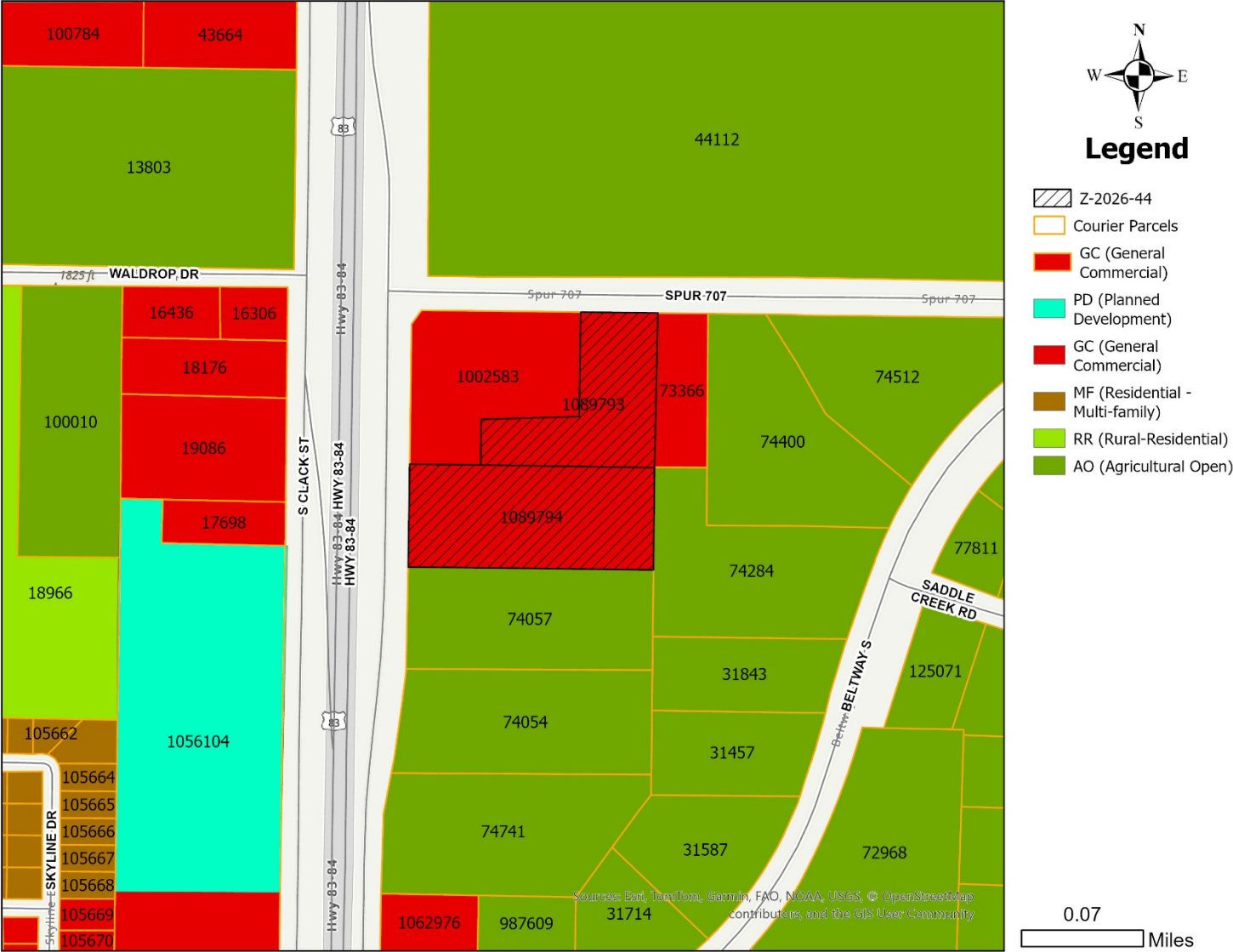
NOTIFICATION MAP



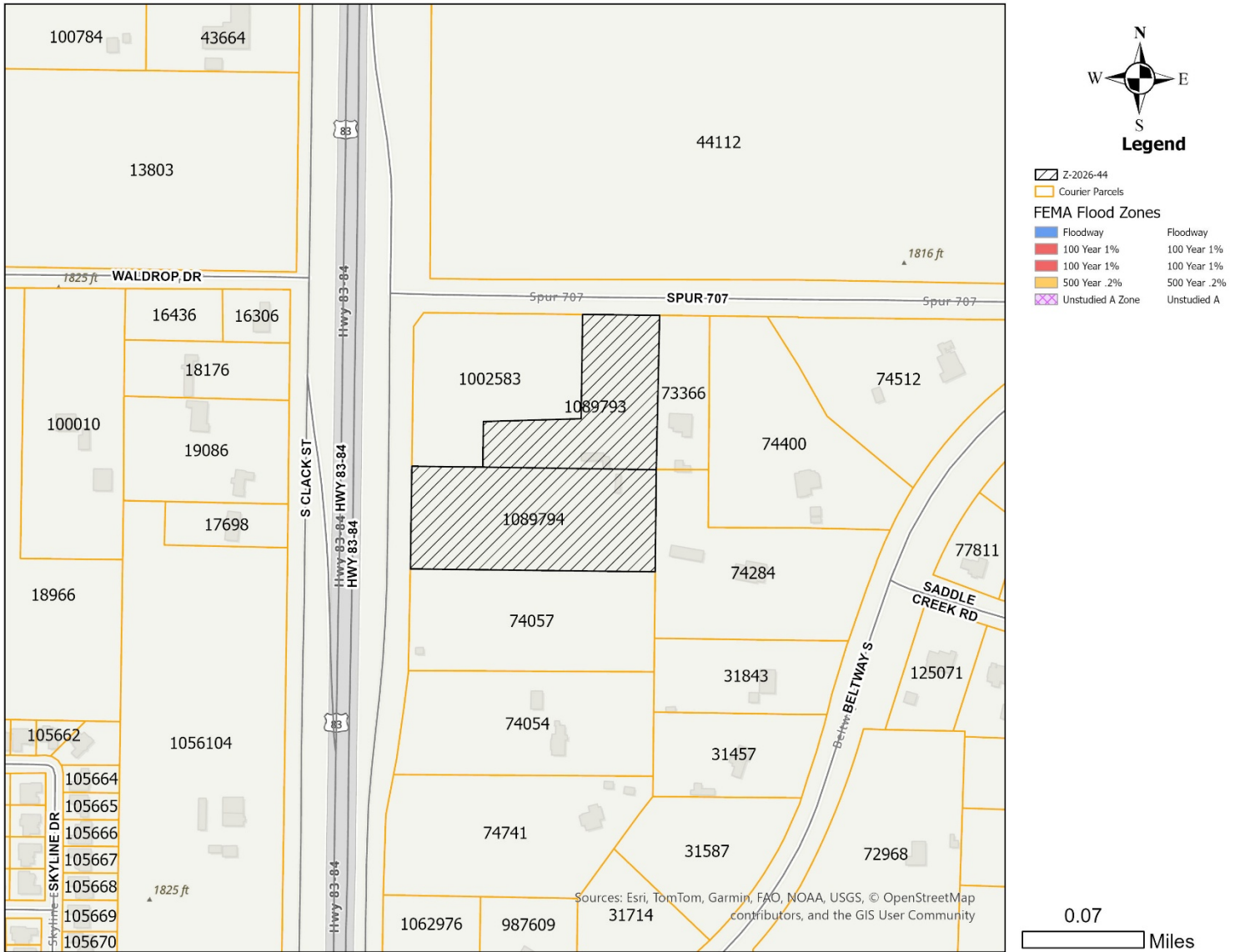
LOCATION MAP



ZONING MAP



FLOOD MAP



ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-44

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 30 AM 5:03

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

Requestor's Property Zoning:	GC	Your Name:	ABILA RAUL & STACI	I am in favor ☐
Requestor's Proposed Zoning:	MF	Your Address:	1201 SPUR 707	
Requestor's Parcel ID:	1089793 & 1089794	Your Parcel ID:	74400	I am opposed ☒

Signature: Raul M

If opposed, please provide comments:

Worried about Home Value going down, congestion from
traffic, Crime



HATHORN NATHAN & KATIE
1209 E SPUR 707
ABILENE, TX 79602-4307

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2026-44

July 16, 2026

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **August 4, 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 8.05 acres from General Commercial (GC) to Multi-Family (MF). Located on the 1200 Block of Spur 707. Legal Description Being a 8.05 Acre Tract Out of the NW/4 of Section No. 22, Lunatic Asylum Lands, S. Love Survey, Abstract No. 1694, 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 27, 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

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-44

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

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

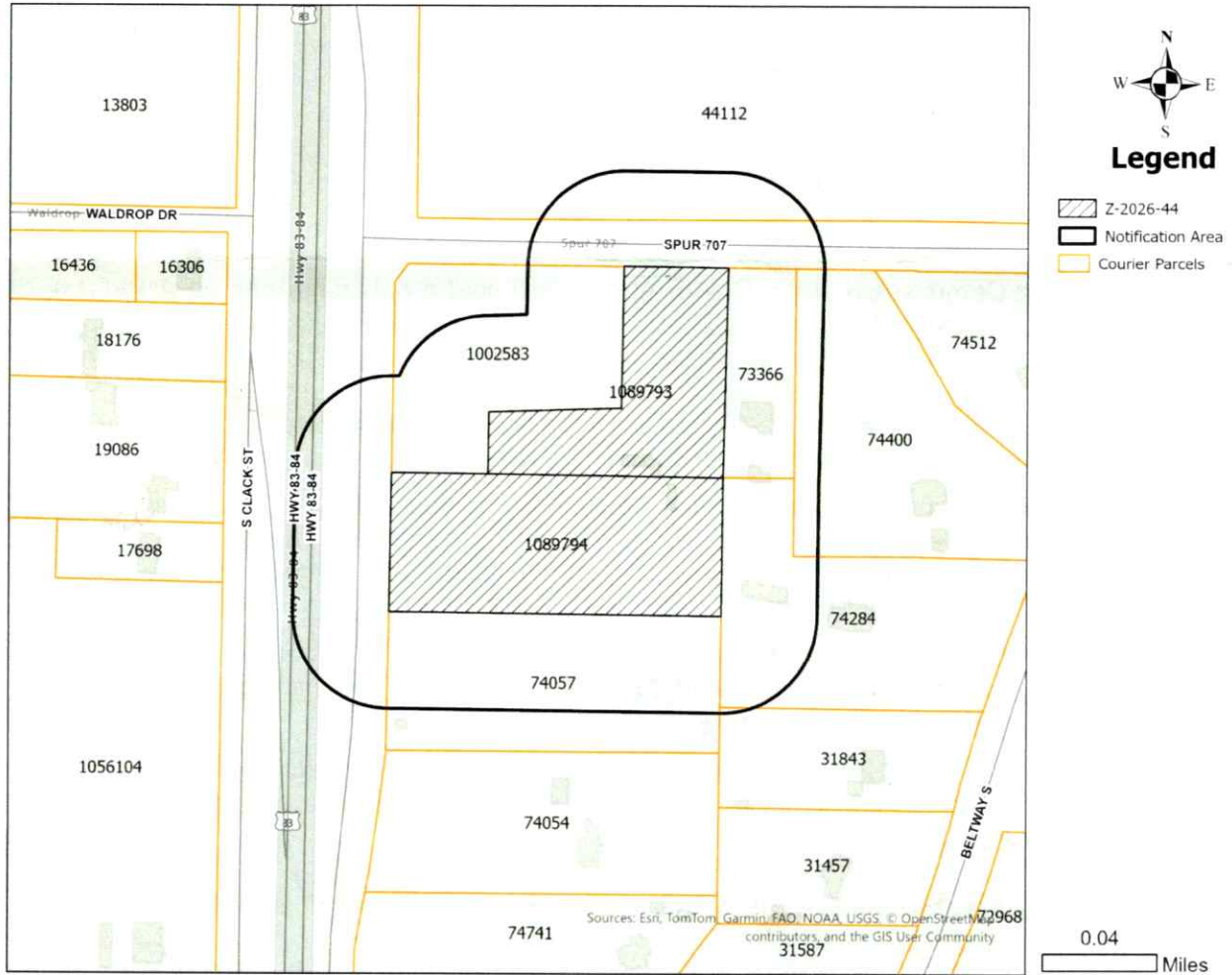
Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Property Zoning:	GC	Your Name:	HATHORN NATHAN &	I am in favor ☒
Requestor's Proposed Zoning:	MF	Your Address:	1209 SPUR 707	
Requestor's Parcel ID:	1089793 & 1089794	Your Parcel ID:	73366	I am opposed ☐

Signature: _____

A handwritten signature in blue ink, appearing to read "Nathan Hathorn", is written over a horizontal line.

Z-2026-44



If opposed, please provide comments:

Planned Case Z-2026-44 Opose

From Rita Monterrosa <monterrosarita@gmail.com>

Date Sat 8/1/2026 6:07 PM

To Planning Services <planning@abilenetx.gov>

My name is Rita Monterrosa and I live at 1234 Beltway South and oppose this planning zone change.

I don't want housing built on my backyard. I enjoy my country lifestyle.

Thank you.

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-44

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 24 AM 9:54

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

Requestor's Property Zoning:	GC	Your Name:	EDGE STREET CAPITAL	I am in favor ☒
Requestor's Proposed Zoning:	MF	Your Address:		
Requestor's Parcel ID:	1089793 & 1089794	Your Parcel ID:	1002583	I am opposed ☐

Signature: _____

Marta Flores



REZONE REQUEST

Case: Z-2026-44

Owner: Edge Street Capital, LLC & Bolton Commercial Dev, LLC

Agent: Jacob & Martin, LLC

Request: Change the zoning of approximately 8.05 acres from General Commercial (GC) to Multi-family (MF)

Location: 1200 Block of Spur 707 (Property ID: 1089793)

Notification: 2 in Favor, 2 in Opposition

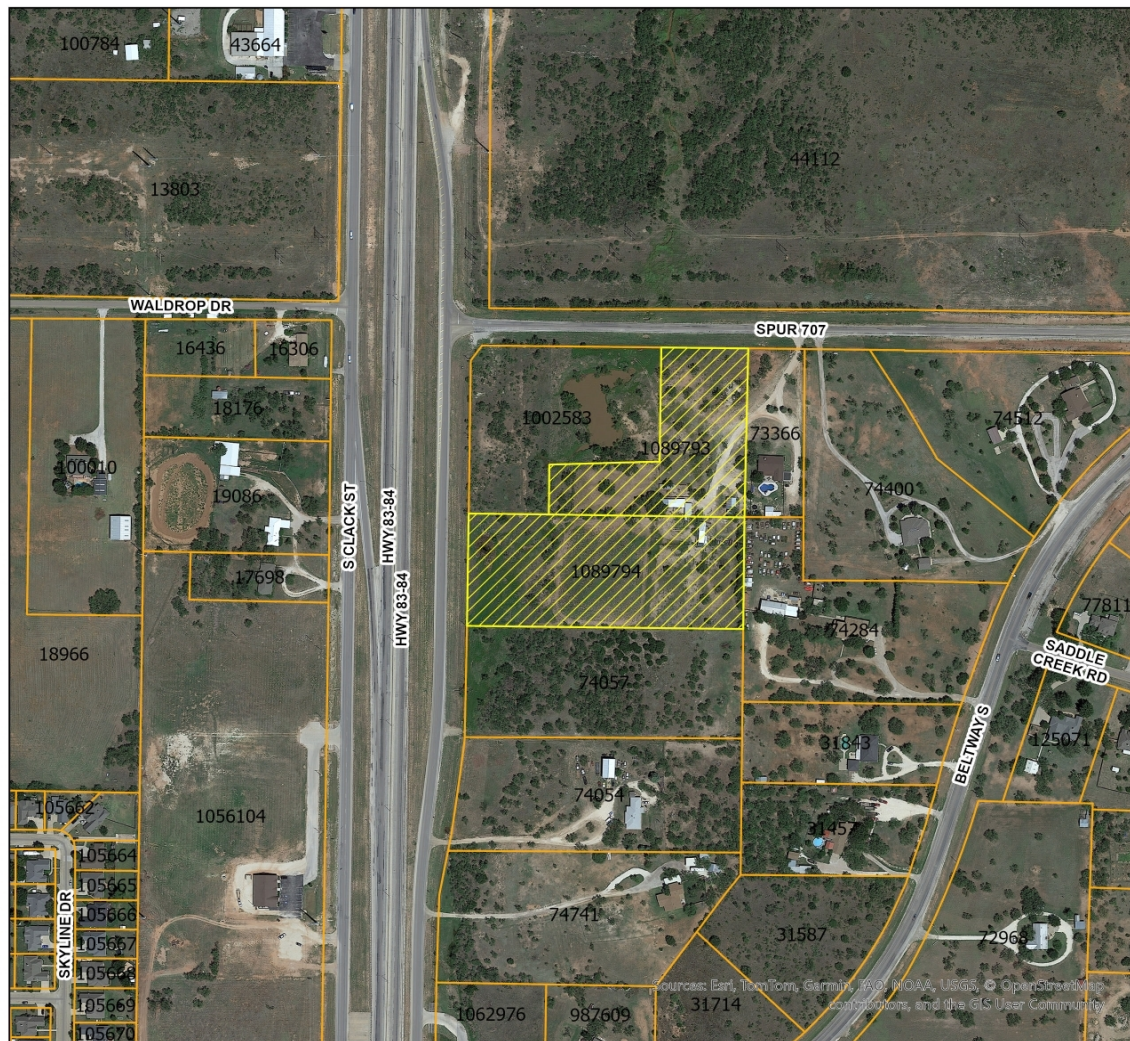
Planning & Zoning: August 4, 2026

Council Hearing: August 13, 2026
August 27, 2026





AERIAL LOCATION MAP



Legend

 Z-2026-44

 Courier Parcels

0.07

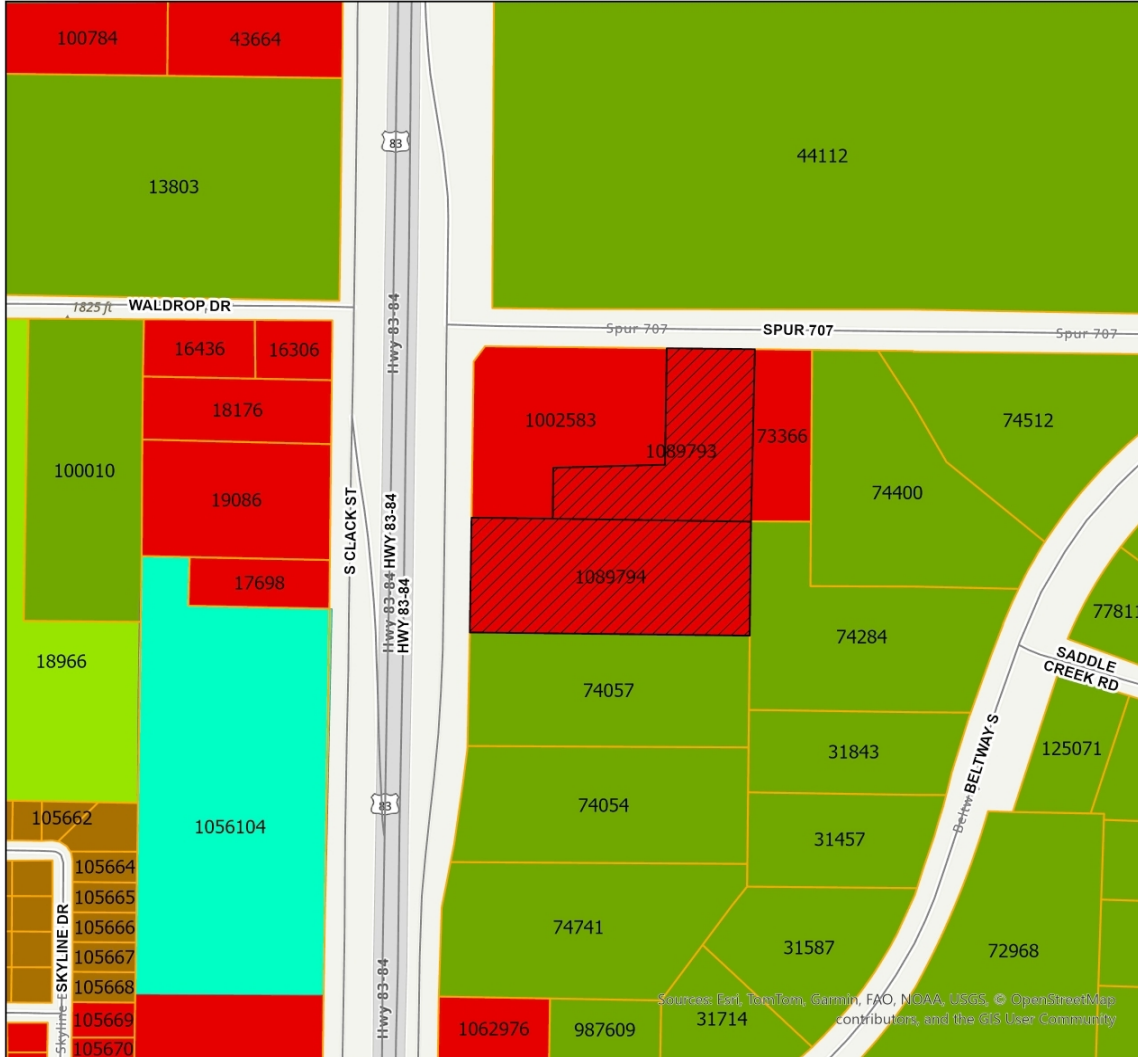
Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

- Z-2026-44
- Courier Parcels
- GC (General Commercial)
- PD (Planned Development)
- GC (General Commercial)
- MF (Residential - Multi-family)
- RR (Rural-Residential)
- AO (Agricultural Open)





SUBJECT & NEIGHBORING VIEWS

Subject
Property



Subject
Property



Neighboring
Property



Neighboring
Property



Neighboring
Property





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





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

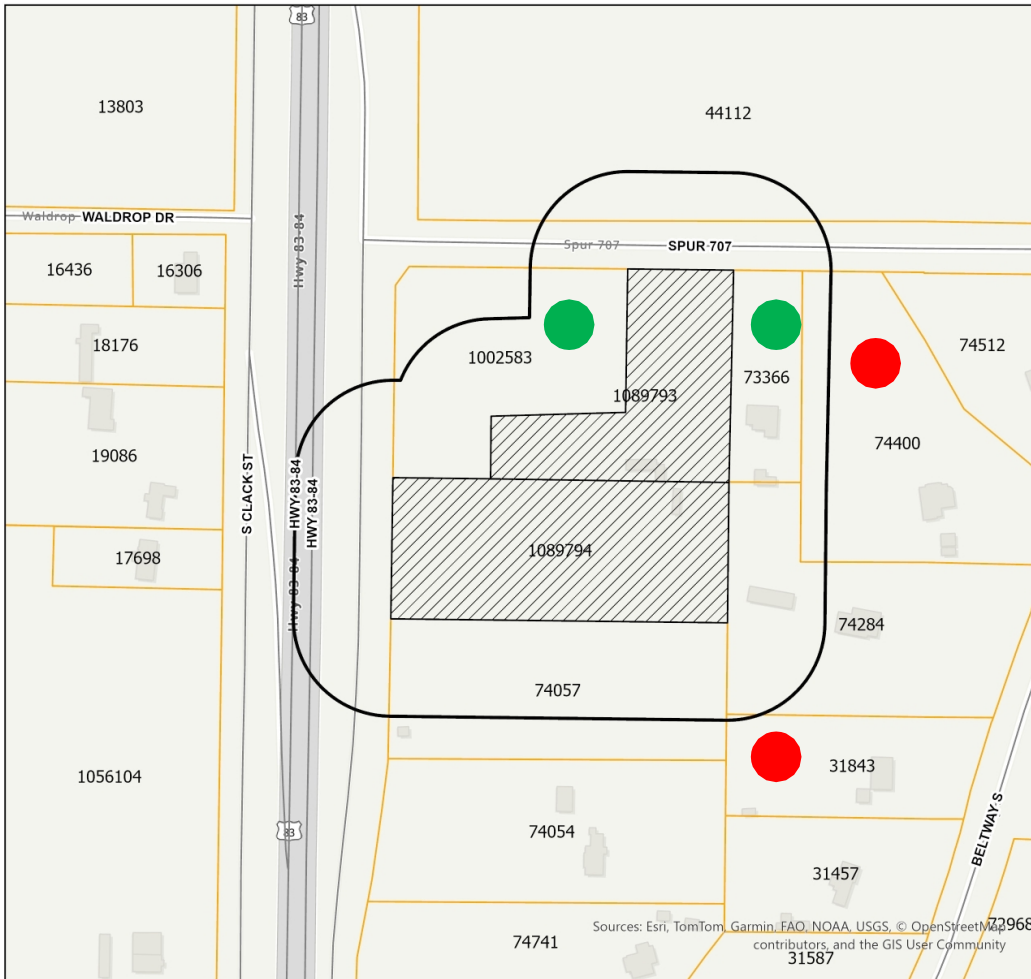
LEGEND

- 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





NOTIFICATION AREA MAP



Legend

- Z-2026-44
- Notification Area
- Courier Parcels

2 - in Favor -

2 - in Opposition -

4.90% - Opposition





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z recommends **approval**.





Questions?





**CITY COUNCIL
MEMORANDUM
8/13/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the 2026-2027 Action Plan, and Proposed Use of Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) Funds *(Tim Littlejohn)*

GENERAL INFORMATION

As an entitlement city receiving funds from the U.S. Department of Housing and Urban Development (HUD), the City of Abilene is required to submit a Consolidated Plan that strategically addresses the City's goals and objectives for housing and community development over the course of a five-year period. The City of Abilene is also required to submit a One-Year Action Plan outlining specific uses of Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds planned for the coming fiscal year. The Neighborhood Services Advisory Council (NSAC) was instrumental in the development of the goals, objectives and budget of the Consolidated Plan and provided input into the FY 2026/2027 Action Plan.

FUNDING/FISCAL IMPACT

There will be no impact on local taxes. Projects are to be funded using 2026 Entitlements of \$865,179 CDBG and \$480,470.75 HOME. In addition, the City anticipates that it will receive \$5,000 program income from the CDBG and \$5,000 program income from HOME program.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval of the attached resolution approving the FY 2026/2027 One-Year Action Plan for use of CDBG and HOME funds.

ATTACHMENTS:

1. Resolution FY 2026-2027 Action Plan
2. IDIS Draft Plan 1
3. Council. PP2

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 8/12/2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE FY 2026/2027 ACTION PLAN AND PROJECTED USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT
PARTNERSHIPS PROGRAM (HOME) FUNDS

WHEREAS, it is desirable and in the public interest that the City of Abilene request funds under the Community Development Block Grant Program and Home Investment Partnerships Program, authorized under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, for the City of Abilene situated in the Counties of Taylor and Jones, State of Texas; and

WHEREAS, a minimum of two public hearings have been held as required by 24 CFR Part 91.105, Consolidated Plan for Community Planning and Development Program Final Rule, at which interested members of the public were invited to offer comments on housing and community development needs and funding requests/proposals; and

WHEREAS, the primary objective of the Community Development Program is to develop a viable urban community, including decent housing and a suitable living environment, and to expand economic opportunities principally for persons of low and moderate income. Consistent with the primary objective, the Federal assistance provided in the Community Development Program is for the support of the community development goals, objectives, and strategies which are eligible under applicable Federal regulations; and

WHEREAS, the primary objective of the HOME Program is to expand the supply of decent, safe, sanitary, and affordable housing for very low income and low income Americans. Consistent with that primary objective, the Federal assistance provided in the Community Development Program is for the support of the community development goals, objectives, and strategies which are eligible under applicable regulations;

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

- Part 1. That the FY 2026/2027 Action Plan and Projected Use of Community Development Block Grant and HOME funds is hereby approved.
- Part 2. That, upon approval, the FY 2026/2027 Action Plan be submitted to the United States Department of Housing and Urban Development.
- Part 3. That the financial assistance authorized by the Community Development Block Grant and HOME Programs referred to above is required to enable the City of Abilene to carry on appropriate community development activities directed toward meeting the objectives above.

Part 4. That the City Manager, or his designee, of the City of Abilene, Texas is hereby authorized to sign said application and any and all appurtenant documents on behalf of the City.

Part 5. That this resolution shall take effect immediately from and after its passage.

ADOPTED this 13th day of August, 2026.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY



ACTION PLAN

2026

★

NEIGHBORHOOD SERVICES



STRENGTHENING NEIGHBORHOODS. BUILDING COMMUNITY. IMPROVING LIVES.



Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Abilene annually receives Community Development Block Grant (CDBG) and HOME Investment Partnerships Grant (HOME) that will be used to serve the low-to moderate-income residents of Abilene. This plan includes the time frame of October 1, 2026, through September 30, 2027, and is the second year of the five-year 2025-2029 Consolidated Plan (Con Plan). This Action Plan serves as a planning document that outlines the funding distribution and activities to support the City of Abilene 2025-2029 Consolidated Plan for Housing and Community Development. In 2026, the City of Abilene will receive \$865,179 in CDBG funds and \$480,470.75 in HOME funds for a total of \$1,345,649.75 of Entitlement funding, including an additional \$5,000 in CDBG Program Income and \$5,000 in HOME Program Income, as well as \$157,349 in anticipated reprogrammed CDBG funds and \$916,248.38 in anticipated reprogrammed HOME funds. Reprogrammed funds consist of unexpended balances from prior program years that have become available for reuse due to project completion, cost savings, canceled activities, or other program adjustments.

2. Summarize the objectives and outcomes identified in the Plan

In the process of planning the 2026-2027 Action Plan, the City of Abilene will follow the six priority needs and associated objectives identified in the Consolidated Plan:

1. **Housing:** Maintain, rehabilitate, and improve existing single-family housing units, including addressing emergency and critical repair needs. Work to increase the availability, affordability, and financial accessibility of homeownership opportunities. Efforts will also focus on expanding education and enforcement of safety codes and services designed to improve housing conditions through rehabilitation, demolition, and the removal or prevention of slum and blight. Additionally, the City will support increased availability, affordability, and accessibility of housing for persons with disabilities and senior residents. Education and outreach will be provided to renters and landlords regarding fair housing practices, including property maintenance requirements, tenant and landlord responsibilities, and the identification and prevention of environmental hazards.
2. **Community Services (Public Services) Support:** Support the expansion of comprehensive and affordable health, dental, substance abuse and mental health services to address the needs of low- to moderate-income residents. The City will also support the provision and expansion of social, recreational, and supportive services and facilities for youth, seniors, individuals with disabilities, and other vulnerable populations. Efforts will include expanding crime prevention strategies, law enforcement services, code enforcement, and services addressing domestic violence and child abuse. The City will support the maintenance, enhancement, and expansion of quality childcare services, as well as transportation services that improve access to employment,

Annual Action Plan

2026

2

education, healthcare, and other essential resources. Additionally, the City will support the maintenance, enhancement, and expansion of meal programs and food pantry services to help address food insecurity and ensure residents have access to adequate and nutritious food.

3. **Economic Development:** Support the maintenance, enhancement, and expansion of technical assistance and supportive services for small businesses to encourage business development, sustainability, and growth. The City will also support the development and expansion of job skills training for youth, workforce development initiatives, and activities that promote job creation and increase employment opportunities for low- and moderate-income residents.
4. **Community and Public Facilities:** The City of Abilene will support the provision, maintenance, and improvement of public and community facilities, recreational facilities, and infrastructure, with a particular emphasis on serving low- and moderate-income (LMI) neighborhoods. Efforts will include enhancing parks, green spaces, and other community assets that contribute to the quality of life for residents. The City will also support the maintenance and improvement of transportation infrastructure and facilities, while promoting pedestrian, bicycle, and traffic safety through projects and improvements that increase accessibility, connectivity, and mobility throughout the community.
5. **Public Improvements and Public Infrastructure:** Support maintenance, enhancement and expansion public infrastructure and improvements, including streets, sidewalks, drainage, water and sewer connections.
6. **Homeless Needs and Services:** Support mental health/supportive services, homeless prevention and emergency assistance programs. The provision and maintenance of homeless facilities, transitional housing, emergency housing, domestic violence shelters, and supportive services for unaccompanied youth and individuals reentering the community following incarceration.

This led to the identification of three goals to address the priority needs:

1. Provide Safe, Decent, Affordable Housing
2. Revitalize Neighborhoods
3. Increase Access to Services and Infrastructure

3. Evaluation of past performance

Abilene has a history of successful programs funded through the CDBG and HOME grant programs. Of particular importance the City has addressed:

- Rehabilitated owner-occupied housing through the Critical Repair and Single-Family Rehabilitation programs.
- Provide direct downpayment and closing cost assistance through the First-Time Homebuyer Program.

4. Summary of Citizen Participation Process and consultation process

Based on Community Participation Plan outreach included public forums and focus group meetings, on-line information on the City of Abilene Website, social media, additional forms of electronic media and consultation with public and private agencies and organizations to capture public input as to the priority needs for the next year. Over 200 individuals/organizations were notified of the Public Hearings and Community Meetings by email, letters, flyers, in-house memos to staff, and city media blitz, posting in the Abilene Reporter News as a PSA and the posting of flyers at the Public Housing locations. Participating persons, public and private agencies included the general public, neighborhood organizations, Abilene Housing Authority, Continuum of Care, Board of Realtors, Chamber of Commerce, public and social service agencies, colleges and universities, elected and appointed officials. The Community Meetings were held in various locations allowing Neighborhood Services (NS) to deliver their message of what programs are offered, a review of what assistance had been provided during the FY 2025 Action Plan period, as well as other city department education. A new initiative was taken to split half the meetings in the morning to better address citizens who do not stay out late and the other half in the evenings for those who work during the day. The question was asked concerning priority needs; what services or City-wide projects were most important; in each neighborhood; and finally, what was needed in their home. The City did not receive any negative public comments.

5. Summary of public comments

All comments received were reviewed and taken into consideration in the development of the Action Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received were reviewed and taken into consideration. No comments were rejected or excluded from consideration.

7. Summary

This plan provides a framework through which Abilene manages federal entitlement programs related to community development and homeless assistance. The third year on the Action Plan includes projects with objectives and outcomes that address priority needs and will help to meet the goals set by the current five-year Con Plan. For additional information or to view the 2025-2029 Con Plan, please visit the City of Abilene, Neighborhood Services website at <https://abilenetx.gov/459/Neighborhood-Services>. Data were provided through HUD's eCon software system, utilizing American Community Survey data and other sources, to construct the needs assessment and market analysis. The City worked with local service providers and other concerned citizens to develop the strategic plan and annual action plan, both designed to address needs within the city as identified through the public participation process and needs assessment.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Agency Role	Name	Department/Agency
CDBG Administrator	Leticia Reeves	City of Abilene, Neighborhood Services
HOME Administrator	Leticia Reeves	City of Abilene, Neighborhood Services

Table 1 – Responsible Agencies

Narrative (optional)

The City of Abilene, Texas, followed its approved Community Participation Plan in the development of the 2025–2029 Consolidated Plan and the FY 2025 Annual Action Plan. The Neighborhood Initiatives Division, located at 555 Walnut Street, Suite 100, Abilene, Texas 79601, served as the lead agency for the preparation of these planning documents.

Consolidated Plan Public Contact Information

The Neighborhood Initiatives Division is responsible for administering the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program and coordinating the City's consolidated planning process.

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction:

Neighborhood Services (NS) continues to strengthen community partnerships and build new relationships to better identify and address local housing and community development needs. The City of Abilene collaborates with a wide range of agencies, organizations, service providers, and community stakeholders to ensure diverse perspectives are considered when assessing housing and service priorities.

In accordance with the City of Abilene's Citizen Participation Plan, two public hearings are conducted annually to gather public input and encourage community engagement. During the FY 2026 Action Plan process, NS expanded its outreach efforts by partnering with new organizations and businesses to foster stronger, more supportive relationships throughout the community.

NS engaged with community leaders, members of the Neighborhood Services Advisory Council (NSAC), Abilene Independent School District (AISD) Board members, nonprofit organizations, university students, local media representatives, social media outlets, newspaper staff, City staff, and residents to discuss community and neighborhood needs. These collaborative discussions provided valuable insight into local challenges and opportunities.

Neighborhood Services approached community engagement with a renewed perspective during the FY 2026 Action Plan development process. Through partnerships with various agencies and organizations, NS worked to increase public awareness of available programs and services. Staff participated in Collective Impact meetings, resource fairs, and community outreach events to ensure residents were informed of opportunities available through the department.

The Abilene Housing Authority invited NS staff to present information about Neighborhood Services programs to its clients, while local realtors requested presentations outlining how the First-Time Homebuyer Program can assist prospective homebuyers. The City also remains actively involved with the West Texas Homeless Network (WTHN) and the Texas Homeless Network (THN), further strengthening regional collaboration to address housing and homelessness issues.

To ensure broad community participation, the City invites previous funding recipients, business leaders, community stakeholders, housing industry professionals, nonprofit organizations, and interested residents to attend public meetings and discuss the needs of the Abilene community. Additional organizations and individuals were invited and participated throughout the planning process but may not be reflected in the HUD database.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)):

The City maintains strong, ongoing relationships with local, regional, and state-funded agencies involved in housing development, healthcare, mental health services, and other community service programs. The City regularly collaborates with community stakeholders to discuss local needs and identify opportunities to better coordinate services and resources for residents.

Through its participation in the Continuum of Care (CoC) process, the City maintains active partnerships with mental health providers, homeless shelters, service providers, and governmental agencies that have specific responsibilities for assisting individuals and families experiencing homelessness. These collaborative efforts help ensure a coordinated approach to addressing homelessness and related service needs within the community.

The City also participates in a variety of coalitions and collaborative groups focused on housing, veteran services, homelessness prevention, and other community needs. Neighborhood Services (NS) staff actively contribute to the development of the Continuum of Care by working closely with area service providers and leveraging available City resources to support homeless individuals and families in Abilene whenever possible.

To remain informed of emerging issues and strengthen community partnerships, NS staff regularly attend meetings and participate in organizations that address homelessness and other critical community needs. These include meetings hosted by the Salvation Army of Abilene, the West Texas Homeless Network (WTHN), and the Texas Homeless Network (THN). Staff also participate in quarterly meetings of the Basic Needs Network (BNN), Collective Impact initiatives, and numerous other local agencies and stakeholder groups dedicated to improving the quality of life for Abilene residents.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness:

The City of Abilene is an active participant in the Continuum of Care (CoC) system through the Texas Balance of State Continuum of Care. A broad network of community partners, including social service providers, real estate professionals, mental health agencies, Hope Haven – Bridge to Hope, veteran-serving organizations, United Way, the City of Abilene, the Abilene Housing Authority (AHA), local churches, and state agencies, collaborate through the Homelessness Crisis Response System to identify community needs, coordinate resources, and develop strategies to address homelessness.

Social service agencies, charitable organizations, and faith-based groups throughout the community provide emergency shelter, transitional housing, and supportive services to individuals and families

experiencing homelessness or those at risk of becoming homeless. These services also assist special populations, including survivors of domestic violence, women and children in crisis, individuals recovering from substance abuse, veterans, and other vulnerable residents.

The City of Abilene actively participates in and supports the submission of funding applications for homeless assistance initiatives through the Texas Balance of State Continuum of Care and the local homeless coalition. These collaborative efforts help leverage resources and strengthen the community's ability to prevent and reduce homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS:

The City of Abilene does not receive Emergency Solutions Grant (ESG) funding and does not directly utilize the Homeless Management Information System (HMIS). However, City staff actively participate in the development and implementation of the Continuum of Care (CoC) process, working closely with local service providers to leverage available City resources and support homeless individuals and families whenever possible.

Neighborhood Services (NS) staff regularly attend meetings and collaborate with organizations that address homelessness and related community needs. These partnerships include participation with The Salvation Army of Abilene, the West Texas Homeless Network (WTHN), the Texas Homeless Network (THN), the Basic Needs Network (BNN), Thrive Abilene, and numerous other agencies and community groups dedicated to serving vulnerable populations.

One of the City's key community partners is Abilene Hope Haven, Inc., whose mission is to inspire hope in the lives of neighbors experiencing homelessness. Hope Haven provides shelter, housing assistance, and supportive services through several programs designed to help individuals and families achieve housing stability.

Bridge 2 Home serves as a low-barrier, housing-focused emergency and transitional shelter with available beds for individuals experiencing homelessness. Participants have access to case management services that assist with identifying and securing permanent housing opportunities. The program's goal is to transition participants from shelter to permanent housing within 90 days.

Hope Housing Services (HHS) is a Rapid Re-Housing program that provides housing identification assistance, financial support, case management, and supportive services. The program is designed to help participants move from homelessness into safe, affordable, and stable housing as quickly as possible, with a goal of achieving permanent housing placement within 30 days of enrollment.

Through these collaborative partnerships and ongoing participation in community networks, the City of Abilene remains committed to supporting local efforts that prevent and reduce homelessness while promoting long-term housing stability for residents in need.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	ABILENE HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing Services-Elderly Persons Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency Child Welfare Agency Other government - County Other government - Local Planning organization Business Leaders Civic Leaders Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	NS staff mailed invitations either by email or mail, in addition, posted flyers at local food pantries, libraries and recreation centers, to the April 6, 2026, Public Hearing as well as the six community meetings that followed and a second Public Hearing on June 12, 2026. The invitations were sent to previous funding recipients, social service providers, educators, medical personnel from the Abilene/Taylor County Health District, Abilene Independent School District and all city divisions such as Public Work and Streets, Police, Fire, Senior and Recreation Centers to name a few. There were individuals in attendance for both Public Hearings located at City Hall in Council Chambers, state agencies; educators from several of the local universities; students from the local McMurry University and staff from the City of Abilene. Members of Abilene Housing Authority, neighborhood representatives, representatives of the Neighborhood Services Advisory Council (NSAC); and City staff members. NS also sent out electronic News Release to all of its recipients, Facebook and the Neighborhood Services Website, a Public Notice was placed in the Abilene Reporter News, flyers went to the Abilene Housing Authority and Public Housing, and flyers were also posted on the buses with the CityLink Services, flyers posted at the local libraries and massaged individual email notifications. NS posted an invitation on the 211 website and invited all members of the West Texas Homeless Network and several large organizations. The increase in homelessness in the City of Abilene, along with when funding applications would be available, several guests had programming questions concerning the difference in Critical Repair and Single-Family Rehab. Questions regarding how the funding that is not used, if it rolls to the next funding year.
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Identify any Agency Types not consulted and provide rationale for not consulting:

The City did not intentionally exclude any individual or any particular group or agency or agency type.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Balance of State Continuum of Care	The COC offers the ability to coordinate funding and services.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City of Abilene falls under the Balance of State Continuum of Care TX 607.

The mission of Abilene Hope Haven, Inc. is to inspire hope in the lives of neighbors experiencing homelessness. The organization provides shelter, housing assistance, and supportive services through a variety of programs designed to help individuals and families achieve housing stability and self-sufficiency.

Bridge 2 Home is a housing-focused, low-barrier emergency and transitional shelter that provides safe accommodations for individuals experiencing homelessness. Participants have access to case management services that assist them in identifying and securing permanent housing opportunities. The program's goal is to transition participants from shelter to permanent housing within 90 days.

Hope Housing Services (HHS) is a Rapid Re-Housing program that assists participants with housing identification, financial assistance, case management, and supportive services. The program strives to help individuals and families move from homelessness into safe, affordable, and stable housing within 30 days of enrollment.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting:

As part of the development of the 2025–2029 Consolidated Plan, supplemental interviews were conducted and input was obtained from various City departments and divisions, the Abilene Housing Authority, representatives of the Board of Realtors, social and public service organizations, community leaders, professional organizations, and industry representatives. These efforts helped gather valuable information from stakeholders who were unable to attend public meetings and community engagement sessions.

Participants in the planning process and supplemental interviews included City of Abilene staff, government representatives, administrators from local school districts, nonprofit organizations, home builders, housing providers, social service agencies, representatives from the real estate and financial industries, and members of the general public. This broad participation ensured that a diverse range of perspectives and community needs were considered during the development of the Consolidated Plan.

The City's public participation efforts included two required public hearings and six additional community meetings designed to increase public engagement and gather input regarding priority community needs for the upcoming Action Plan year. Participants included residents, neighborhood organizations, the Abilene Housing Authority, Continuum of Care representatives, members of the Board of Realtors, public and social service agencies, colleges and universities, elected and appointed officials, and other community stakeholders.

To further strengthen community engagement, Neighborhood Services (NS) implemented a new outreach strategy by partnering with local agencies and organizations to increase public awareness of the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). These partnerships also provided opportunities to better understand the needs and concerns of residents throughout the community.

During each public hearing and community meeting, NS staff reviewed the goals and objectives established in the 2025–2029 Consolidated Plan and encouraged citizens, nonprofit organizations, and other stakeholders to ask questions and develop project proposals that addressed identified community needs. Staff provided informational handouts and presentations describing available programs and funding opportunities. Attendees were encouraged to share comments and concerns, including those not directly related to Neighborhood Services programs. To ensure residents

received appropriate assistance, presentations also included contact information and referral resources for other City departments and key community service agencies.

The public participation process provided valuable feedback that helped guide funding priorities, identify emerging community needs, and strengthen partnerships among local organizations working to improve housing, public services, and community development opportunities throughout Abilene.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community All citizens and neighborhood residents	Flyers were distributed in March and April 2026 to the public library, health department, and posted online on the websites and social media sites of the City and nonprofit partners, posted in several local churches, and emailed to more than 100 nonprofits.	N/A	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community All citizens and neighborhood residents	April 6, 2026, at 10:00 am (Council Chambers in City Hall - 555 Walnut) 12 in attendance.	The question was asked about city leftover funding and how is it reallocated into the housing programs. Other questions were asked about program related assistance. A non-profit representative stated how these funds have really helped the agency contribute to the affordable housing stock.	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community All citizens and neighborhood residents	April 6, 2026, at 5:00 pm (South Library Branch) 6 in attendance.	The public asked questions about city housing programs.	N/A	N/A
4	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community All citizens and neighborhood residents	April 7, 2026, at 10:00 am (Grace and Mercy Church) 8 in attendance.	The public asked questions about city housing programs.	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community All citizens and neighborhood residents	April 7, 2026, at 5:00 pm (Grace and Mercy Church) 8 in attendance.	The public asked questions about city housing programs as well as Habitat for Humanity.	N/A	N/A
6	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community All citizens and neighborhood residents	April 8, 2026, at 10:00 am (South Library Branch) 4 in attendance.	The public asked questions about city housing programs.	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community All citizens and neighborhood residents	April 9, 2026, at 10:00 am (South Library Branch) 4 in attendance.	The public asked questions about city housing programs.	N/A	N/A
8	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community All citizens and neighborhood residents	April 9, 2026, at 5:00 pm (South Library Branch) 6 in attendance.	The public asked questions about city housing programs.	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
9	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community All citizens and neighborhood residents	June 12, 2026, at 10:00 am (Council Chambers in City Hall - 555 Walnut) 11 in attendance.	The public asked about the funding requested, how much does the Community Housing Development Organization (CHDO) receives and how many units can be built. Questions asked about demolition and how the process of eligible properties are funded.	N/A	N/A

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Abilene receives funding through the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships Program. For the current program year, the City anticipates a total of \$1,345,649.75 in entitlement funds and program income combined to support community development and affordable housing activities.

The allocation consists of \$865,179 in CDBG entitlement funds, \$5,000 in CDBG program income, and \$157,349 in anticipated reprogrammed CDBG funds. In addition, the City will receive \$480,470.75 in HOME Investment Partnerships Program entitlement funds, \$5,000 in HOME program income, and \$916,248.38 in anticipated reprogrammed HOME funds. These resources are used to support a range of eligible activities, including

the development and preservation of affordable housing and the promotion of economic development opportunities within the City of Abilene.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	865,179.00	5,000.00	157,349.00	1,027,528.00	1,027,528.00	CDBG funds are used to support the conservation and preservation of affordable housing for low- and moderate-income (LMI) households. Prior Year Resources consist of funds that were not fully expended by subrecipients or for originally designated activities. These unexpended funds are reprogrammed and made available for eligible activities in subsequent program years. These resources will be redirected to support in-house City-administered activities, including Critical Repair and Condemnation Demolition program.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	480,470.75	5,000.00	916,248.38	1,401,719.13	1,401,719.13	HOME funds will be used to create, acquire, and preserve affordable housing opportunities for low- and moderate-income households. Prior Year Resources consist of funds that were not fully expended for previously approved activities. These funds are carried forward and made available for eligible housing activities in the current program year. Reprogrammed HOME funds include resources originally allocated to the Homebuyer Assistance Program that were not fully utilized due to lower-than-anticipated home sales. These funds will be reallocated to the Housing Rehabilitation Program, where they will be used to improve the quality, safety, and affordability of existing housing units occupied by eligible households. By redirecting available resources to rehabilitation activities, the City can continue to address critical housing needs, preserve the existing affordable housing stock, and improve living conditions for

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
								low- and moderate-income residents.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied:

No additional funding was received from private, state, or local sources during this program year. The activities outlined in this Action Plan will be funded solely through the City's Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) allocations, including any available program income and reprogrammed funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan:

Not applicable. There is no publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide Safe, Decent, Affordable Housing	2025	2029	Affordable Housing	City of Abilene City Limits	Housing	HOME: \$1,281,601.44	Homeowner Housing Added: 2 Rehabilitated Units. Direct Financial Assistance to Homebuyers: 3 Households Assisted
2	Revitalize Neighborhoods	2025	2029	Non-Housing Community Development	City of Abilene City Limits	Community Services (Public Services) Public Improvements and Public Infrastructure	CDBG: \$200,000.00	Buildings Demolished: 10 Buildings

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Support Public Services for Homeless/LMI Persons	2025	2029	Homeless Non-Homeless Special Needs	City of Abilene City Limits	Community Services (Public Services) Economic Development Community and Public Facilities Homeless Needs and Services	CDBG: \$452,338.00	Homeowner Housing Critical Repair: 34 Household Housing Units

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Provide Safe, Decent, Affordable Housing
	Goal Description	CDBG funds a variety of activities, including housing, public facilities and improvements, public services, and other community development that assists LMI residents and neighborhoods. HOME funds expand the supply of housing affordable to LMI households.
2	Goal Name	Revitalize Neighborhoods
	Goal Description	CDBG funds a variety of activities, including housing, public facilities and improvements, public services, and other community development that assists LMI residents and neighborhoods. HOME funds expand the supply of housing affordable to LMI households.

3	Goal Name	Support Public Services for Homeless/LMI Persons
	Goal Description	CDBG funds a variety of activities, including housing, public facilities and improvements, public services, and other community development that assists LMI residents and neighborhoods. HOME funds expand the supply of housing affordable to LMI households.

Projects

AP-35 Projects – 91.220(d)

Introduction:

The following projects were developed by staff with the input of the public and nonprofit service providers, based on continued engagement and consultation efforts.

Projects

#	Project Name
1	CDBG Housing Rehab Admin
2	Condemnation/Demolition
3	Critical/Limited Repair CDBG Housing Programs
4	Single-Family Rehabilitation
5	First-Time Homebuyer Program
6	Community Housing Dev Organization
7	CDBG Planning Administration - Direct
8	CDBG Planning Administration - Indirect
9	HOME Program Delivery Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs:

The projects listed above were selected from the total of project proposals received in accordance with their consistency with the priorities established through the Consolidated Plan forums and community survey process. These projects meet needs enumerated in the Needs Assessment and prioritization process to the extent that funding was available. Organizational competencies were also considered when selecting one project over another, leaning toward those organizations with long-standing histories of successful project management.

AP-38 Project Summary

Project Summary Information

1	Project Name	CDBG Housing Rehab Admin
	Target Area	City of Abilene City Limits
	Goals Supported	Provide Safe, Decent, Affordable Housing
	Needs Addressed	Housing
	Funding	CDBG: \$201,154.00
	Description	CDBG Housing Program Delivery will support the overall administration and delivery costs for the housing repair programs.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of families will be reported in the housing related projects supported by the program delivery.
	Location Description	The Office of Neighborhood Services, located at 555 Walnut Street (Suite 100), will administer programs citywide.
	Planned Activities	Day-to-day administration of housing projects in this Annual Action Plan.
2	Project Name	Condemnation/Demolition
	Target Area	City of Abilene City Limits
	Goals Supported	Revitalize Neighborhoods
	Needs Addressed	Public Improvements and Public Infrastructure
	Funding	CDBG: \$200,000.00
	Description	The City will identify and demolish uninhabitable/vacant/dilapidated commercial and residential structures located in LMI areas to improve public safety, health, and community well-being by removing slum conditions and blight.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	This is estimated to assist properties in LMI areas.
	Location Description	15 neighborhoods in the City are considered LMI areas
	Planned Activities	Code officer outreach and relationship building in LMI neighborhoods, demolition.

3	Project Name	Critical/Limited Repair CDBG Housing Programs
	Target Area	City of Abilene City Limits
	Goals Supported	Provide Safe, Decent, Affordable Housing
	Needs Addressed	Housing
	Funding	CDBG: \$452,338.00
	Description	The City will provide financial assistance to LMI households who own their homes for home repairs to fix certain issues that constitute threats to health or safety.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	34 LMI homeowner households
	Location Description	LMI households citywide may benefit from the project.
	Planned Activities	Home repairs for selected issues that present a detriment to health and safety.
4	Project Name	Single-Family Rehabilitation
	Target Area	City of Abilene City Limits
	Goals Supported	Provide Safe, Decent, Affordable Housing
	Needs Addressed	Housing
	Funding	HOME: \$1,251,601.44
	Description	The City will undertake whole-home rehabilitations to address issues impacting housing quality for households earning up to 80% AMI.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	2 Low- and moderate-income households will be assisted
	Location Description	LMI households citywide may benefit from the project.
	Planned Activities	Rehabilitate single-family homes in the City.
5	Project Name	First-Time Homebuyer Program
	Target Area	City of Abilene City Limits
	Goals Supported	Provide Safe, Decent, Affordable Housing

	Needs Addressed	Housing
	Funding	HOME: \$30,000.00
	Description	The City will assist LMI households with funds to purchase a home for the first time. Up to \$7,500 per household can be used toward a down payment and closing costs.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	3 low- and moderate-income homebuyers will be assisted.
	Location Description	LMI households citywide may benefit from the project.
	Planned Activities	Process applications for the program and administer assistance to help LMI households purchase a home.
6	Project Name	Community Housing Dev Organization
	Target Area	City of Abilene City Limits
	Goals Supported	Provide Safe, Decent, Affordable Housing
	Needs Addressed	Housing
	Funding	HOME: \$72,070.61
	Description	Approximately 2 low- and moderate-income households will be assisted to purchase a new, affordable home.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2 low- and moderate-income households will be assisted to purchase a new, affordable home.
	Location Description	LMI areas citywide
	Planned Activities	Construction of new homes
7	Project Name	CDBG Planning Administration - Direct
	Target Area	City of Abilene City Limits
	Goals Supported	Provide Safe, Decent, Affordable Housing
	Needs Addressed	Housing
	Funding	CDBG: \$82,236.00
	Description	General oversight, management and delivery of the CDBG program.

	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	The Neighborhood Services Office, located at 555 Walnut Street (Suite 100), will administer the CDBG program.
	Planned Activities	Program administration
8	Project Name	CDBG Planning Administration - Indirect
	Target Area	City of Abilene City Limits
	Goals Supported	Provide Safe, Decent, Affordable Housing
	Needs Addressed	Housing
	Funding	CDBG: \$91,800.00
	Description	General oversight, management and delivery of the CDBG program.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	The Neighborhood Services Office, located at 555 Walnut Street (Suite 100), will administer the CDBG program.
9	Planned Activities	Program administration
	Project Name	HOME Program Delivery Administration
	Target Area	City of Abilene City Limits
	Goals Supported	Provide Safe, Decent, Affordable Housing
	Needs Addressed	Housing
	Funding	HOME: \$48,047.08
	Description	General oversight, management and delivery of the HOME program.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A

	Location Description	The Neighborhood Services Office, located at 555 Walnut Street (Suite 100), will administer the HOME program.
	Planned Activities	Program administration

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed:

The City of Abilene has not defined specific geographic priority areas. Projects undertaken will benefit individual households whose median income is at or below 80% of area median income (AMI) (individual benefit; low- to moderate-income [LMI] households) or Census tracts in the city where 51% or more of the population have household incomes at or below 80 percent of AMI (area benefit; LMI areas).

Geographic Distribution

Target Area	Percentage of Funds
City of Abilene City Limits	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically:

Investments will be allocated according to proposals the city receives in response to its CDBG/HOME funding announcements. Demolition will be targeted to LMI areas. Rehab programs may be targeted to LMI areas or as individual benefit to LMI households. Public services, likewise, may be offered in LMI areas or generally to all qualified residents.

Abilene's local officials also identify neighborhood target areas that may change over time. Funds may be directed to these neighborhoods so long as this targeting still satisfies HUD's LMI benefit requirements.

Discussion:

The distribution of funds will target LMI households and/or LMI areas, with the potential for neighborhood targeting based on mayor- and council-identified neighborhood target areas.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction:

The City of Abilene and its community partners plan to provide Critical Housing Repairs, Single-Family Rehabilitation, First-Time Homebuyer assistance, and new single-family housing construction to expand and preserve affordable housing opportunities throughout the City. Eligible applicants will include low- and moderate-income households with incomes at or below 80% of the Area Median Income (AMI). During the program year, the City anticipates constructing two new affordable single-family homes, completing critical repairs on 34 homes, rehabilitating 2 homes through the Single-Family Rehabilitation Program, and assisting 3 households with affordable homeownership opportunities.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	41
Special-Needs	0
Total	41

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	2
Rehab of Existing Units	36
Acquisition of Existing Units	3
Total	41

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion:

The affordable housing programs being funded will improve the availability of and access to affordable housing for individuals and families through direct housing repairs and rehabilitation, as well as the development of new affordable housing units. To support program administration, compliance, and reporting requirements, client demographic information, including income, race, ethnicity, and household headship, will be collected and maintained.

- Community Housing Development Organization (CHDO) – Habitat for Humanity will construct new single-family units. Homebuyers will be income qualified within the 50%-80% AMI category.
- The First-Time Homebuyer Program will provide eligible first-time homebuyers with financial assistance for closing costs and down payment expenses, up to \$7,500 per household. Assistance

will be available to households with incomes at or below 80% of the Area Median Income (AMI), helping increase access to affordable homeownership opportunities within the City.

- The Critical Repair Program will provide assistance for urgent repairs to owner-occupied housing units, including issues such as gas leaks, sewer problems, and water leaks. Assistance will be available to households with incomes at or below 80% of the Area Median Income (AMI), with priority given to households earning between 0% and 50% of AMI.
- The Single-Family Rehabilitation Program will provide assistance to rehabilitate owner-occupied housing units to meet applicable building codes and ensure safe, decent, and sanitary living conditions for eligible households with incomes at or below 80% of the Area Median Income (AMI).

AP-60 Public Housing – 91.220(h)

Introduction:

The Abilene Housing Authority has various programs and courses to support the quality of life and aspirations of its residents.

Actions planned during the next year to address the needs to public housing:

The Abilene Housing Authority is actively implementing a range of actions to address the immediate and long-term needs of public housing residents. These actions are informed by resident input, property assessments, and the goals outlined in the PHA's Annual and Five-Year Plans.

The Abilene Housing Program administers two programs for the benefit of its residents:

- **The Money Follows the Person (MFP) Program:** Five units have been set aside for this program. The program allows Texans who are eligible for Medicaid and living in a nursing facility to relocate back into the community to receive long-term services and support.
- **The Resident Opportunities and Self-Sufficiency (ROSS) Program:** ROSS works with residents to identify barriers to self-sufficiency and connects residents with local service providers in the community to meet those needs. Services are provided with:
 - o Employment
 - o Elderly or disabled
 - o Education
 - o Financial literacy
 - o Health & wellness
 - o Addictions

AHA has a ROSS and Resident Services Coordinator on staff. These two positions work with the Public Housing residents to determine their needs, wants and interests. Based on resident feedback, AHA creates a range of programs and services to address their needs. Both positions create programs and connect with community partners to provide on-site training, tutoring, wellness checks, child summer camps, etc.

Actions to encourage public housing residents to become more involved in management and participate in homeownership:

The AHA has current employees that lived in Public Housing. AHA lists all job openings on its website for all to apply, including public housing residents. AHA works closely with its Resident Advisory Board (RAB) to assist in making management-level decisions when it comes to improving our public housing communities. The RAB works directly with AHA management and the AHA Resident Services Coordinator to help resolve issues, bring up needs for the capital fund improvement dollars, and work to help set new

or revise old policies.

AHA's Homeownership 101 Educational Course enables participants to take part in the homeownership program by bridging the gap between aspiration and action through education, support, and community connection. Designed specifically for HCV Family Self-Sufficiency participants and Public Housing residents, the five-week, in-person course covers every major step of the home-buying process—from assessing readiness and improving credit to securing financing and understanding post-purchase responsibilities. By offering expert-led sessions, free meals, childcare, and printed materials, the program removes common barriers to participation, making homeownership feel not only possible but achievable. Participants leave the course better equipped with knowledge, empowered by real-world tools, and connected to a supportive network of professionals and peers, enabling them to confidently pursue long-term housing stability and generational wealth through homeownership.

AHA's Homeownership 101 Educational Course is a project funded by AHA and its community partners.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance:

Not applicable.

Discussion:

AHA has programs to support the mobility and success of its residents and continues to assess for additional opportunities to support residents' needs.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction:

The West Texas Homeless Network (WTHN) is designated as the lead organization that provides outreach to the homeless populations and conducts research and surveys to determine their needs. WTHN is a multi-county coalition that conducts the Point-In-Time homeless count survey. The survey estimates the homeless population with a breakdown by demographic characteristics to develop and refine strategies for assisting people out of homelessness. Data quality continues to improve with larger sample sizes. Findings from the 2026 PIT count conducted by WTHN indicate that there are an estimated 211 individuals becoming homeless each year in Abilene and 220 individuals exiting homelessness. WTHN estimates 15 to 20 families need housing assistance coming from homelessness. Of those families, 4 of those households are projected to be Veteran families.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including. Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs:

The West Texas Homeless Network (WTHN) will continue its efforts to reach homeless individuals and families by providing information and referral services and promoting available resources through various outreach methods, including radio and television advertisements, newspapers, and informational flyers. Through its well-established referral and case management system, participating agencies are able to quickly assess the needs of homeless persons and connect them with appropriate services. The City of Abilene remains an active member of WTHN and regularly participates in meetings to coordinate community efforts aimed at preventing and reducing homelessness throughout the region.

Addressing the emergency shelter and transitional housing needs of homeless persons:

Several local organizations such as social service agencies, charitable groups and religious organizations provide emergency/transitional housing and/or supportive services to the homeless and at-risk persons including abused women and children and substance abusers. The West Texas Homeless Network will continue to expand the HMIS in order to provide up-to-date information on services. Services in place:

Rental/Mortgage/Utility Assistance

- AIDS Resources of Rural Texas
- Aspermont Small Business Development Center
- Central Texas Opportunities
- Love and Care Ministries
- Rolling Plains Management Corporation
- First Baptist Church
- Episcopal Church of the Heavenly Rest
- Shackelford County Resource Center
- Taylor County Veterans Services Office
- The Salvation Army
- Christian Service Center of Abilene
- Christ Community Resource Center
- Abilene Baptist Social Ministries
- Methodist Service Center
- Baptist Children's and Family Services (Our House)
- AHA /Rental Assistance
- Baptist Children's and Family Services (Our House)
- United Way of Abilene

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again:

Love & Care Ministries visit homeless persons in their camps and provide approximately 100 sack lunches per day. Additional services at their facility such as providing food kits 5 days a week, which are approximately 100-250 meals each day, and assistance obtaining I.D.'s and birth certificates and providing showering facilities. Daily Services consist of Food Pantry, clothing with one shower, and a dining room which serves meals and offers food boxes. CarePack for Kids is offered the program is serving 10 school districts with about 1200 weekend CarePacks every week. City Light Ministries offer food assistance 3 days a week, the organization also assist with community meals, personal assistance, shower, and laundry.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience

homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The partnership between the Abilene Police Department Homeless Outreach Team and Abilene Hope Haven provides an important outreach and engagement strategy to help reduce the length of time individuals experience homelessness. Because not all individuals experiencing homelessness seek assistance directly from organizations that provide housing and supportive services, outreach efforts are essential to connecting with individuals where they are. Meeting people in their current environments helps establish relationships and build trust, which can encourage individuals to participate in assessments and access appropriate housing, supportive services, and other resources.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs:

The West Texas Homeless Network met with city/county government, hospitals, the Department of Human Services, members of the Criminal Justice System, and law enforcement agencies to develop a team approach to discharge planning in the West Central Texas area. This involved a four-step strategy of identifying the scope of the problem, identifying priorities, locating resources, and implementing institutional change.

The Network's focus is to continue to identify the scope and nature of the problem. The following activities are conducted:

- Survey shelter providers to see what public institutions are releasing clients/inmates to the area shelters.
- Identify public institutions that should be providing housing as part of discharge planning.
- Have shelters keep a record for a month on where shelter residents resided prior to entering the shelter.
- Recruit participation in the Network from public institutions in the Networks' Continuum of Care service area including Abilene and the surrounding 13 counties.

The City will continue to collaborate with homeless agencies that provide services to the homeless and persons that are subject to becoming homeless, such as recently released institutionalized persons. The City will continue to provide affordable housing programs that include critical housing repairs that will keep families from becoming homeless.

Discussion:

Abilene is served by multiple organizations that provide a broad range of outreach, supportive services, and resources to individuals and families experiencing homelessness. The City continues to evaluate the community's homeless service system to identify unmet needs and service gaps that may be addressed

through CDBG or HOME funding, other available resources, and collaborative partnerships.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The following barriers to affordable housing are identified in Abilene. These include barriers for low-income households looking to purchase and rehabilitate affordable housing, as well as barriers that prevent greater production or preservation of affordable housing.

- Insufficient funds for down payment - Private lending institutions typically require home purchasers to provide 10 to 20 percent of a home's value as a down payment. Many low-income households are already rent burdened, paying as high as 40 to 50% of their income for housing. Such high costs for current shelter preclude these low-income households from accumulating the savings for a down payment.

- High existing debt of prospective purchasers - Many low-income households also are saddled with excessively high existing debt for such items as credit accounts, car payments, and medical expenses that hinder qualifying private lender financing.

- Poor credit or lack of credit - A very common barrier to home ownership is poor credit record. Unfavorable credit information can stay on a credit record for up to seven years and bankruptcy records stay on the report for 10 years. Also, many potential low-income homebuyers have no credit record, limiting their ability to receive a loan.

- Available funding - A common barrier to affordable housing is the jurisdiction's available funding. When Federal grants or funding sources decrease or disappear, the ability to address affordable housing issues for low-income residents becomes more difficult or impossible.

- Regulations and permitting processes – Abilene can continue to review its zoning and permitting processes to cut down on the financial costs of time spent in reviews for developers, to ultimately reduce the cost of new affordable developments.

- Statewide LIHTC regulations – The University of Texas report cited LIHTC scoring criteria in the state's Qualified Allocation Plan (QAP) that can make it difficult for needed projects to receive LIHTC allocations.

- High construction costs and tariff uncertainty – High development costs of new affordable housing has made it difficult for new development proposals to pencil out, and this reality may be compounded by the uncertainty of tariff.

- Low number of living-wage jobs available.

- Need for property repairs - The homes most affordable to low-income households tend to be located in neighborhoods where property has been poorly maintained and requires repair. Therefore, low-income purchasers often confront the prospect of obtaining a home that will require further financial investment for property improvements. Money for such improvements is frequently unavailable to low-income buyers and private lenders often are unwilling to lend the necessary funds for acquisition and repairs. Complicating the situation further is the reality that such affordable housing is often located in neighborhoods where money invested in property improvements does not necessarily translate into a

corresponding increase in the value of the property

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment:

In the past, the city has provided regulatory incentives for affordable housing on a case-by-case basis. Much work remains to increase affordable housing opportunities. As a result, the city will continue to re-evaluate all development fees, regulations and program policies and procedures to determine whether any further revisions may be appropriate to enhance affordable housing for low-income city residents. As specific projects are proposed, the city will review the project for its compliance with existing local laws and regulations. If a local law or regulation should prove to have a negative impact on a proposed affordable housing program or project, such law or regulation would be reviewed to determine its viability.

Habitat for Humanity is also considering starting its home repair programs to work alongside the City's programs for homes located in flood plains (City programs prohibit the use of funds for homes located in flood plains).

Discussion:

The Office of Neighborhood Services is now participating in more community outreach to establish itself as the "go to" or contact agency. Recent outreach has included advertising with local media, one-on-one discussions with realty agencies, outreach to local churches, participating in Code Enforcement meetings and attending luncheons at senior recreation centers.

AP-85 Other Actions – 91.220(k)

Introduction:

Several actions, both those funded in this Consolidated Plan as well as other ongoing and new activities in the jurisdiction, will address the priority needs of different populations in Abilene.

Actions planned to address obstacles to meeting underserved needs:

Several local organizations, including social service agencies, charitable organizations, and faith-based groups, provide emergency and transitional housing, as well as supportive services, to individuals and families experiencing or at risk of homelessness. These services include assistance for survivors of domestic violence, children and families, and individuals affected by substance use. The City of Abilene and the West Texas Homeless Network actively participate in the development and ongoing activities of the local Continuum of Care system to strengthen coordination, address community needs, and improve access to housing and supportive services.

Actions planned to foster and maintain affordable housing:

Several projects funded through this Consolidated Plan will improve the availability, accessibility, and quality of affordable housing for individuals and families through direct housing repairs and rehabilitation, as well as the development of new affordable housing units. To support program administration, compliance, and reporting requirements, information regarding client income, race, ethnicity, and head of household will be collected and maintained.

- Community Housing Development Organization (CHDO) – Habitat for Humanity will construct new single-family units. Homebuyers will be income qualified within the 50%-80% AMI category.
- The City of Abilene Office of Neighborhood Services will administer several housing programs to support affordable housing and improve housing conditions for low- and moderate-income households. The First-Time Homebuyer Program will provide eligible households with assistance for closing costs and down payment expenses for families with incomes at or below 80% of the Area Median Income (AMI). The Critical Repair Program will address urgent repairs to owner-occupied housing units, including gas leaks, sewer issues, and water leaks, for households with incomes up to 80% of AMI, with priority given to households earning between 0% and 50% of AMI. The Single-Family Rehabilitation Program will provide assistance to rehabilitate owner-occupied housing units for eligible households earning up to 80% of AMI. Additionally, the Condemnation/Demolition Program will remove residential structures that are determined to be beyond repair and located in low- and moderate-income (LMI) areas, helping to address

unsafe and deteriorated housing conditions and eliminate blight.

Actions planned to reduce lead-based paint hazards:

Nearly 50% of the renter-occupied and 60% of the owner-occupied housing stock in Abilene was built prior to 1978. The City continues to incorporate lead-based paint evaluation and reduction in its regular housing inspections and housing program review process. It is standard procedure to address lead-based paint hazards through Lead Safe Work Practices and abatement as required by HUD and EPA on homes rehabilitated by the City of Abilene Planning and Development Services Department programs and CHDOs. The City will take the following steps on all private housing projects and the Abilene Housing Authority will continue to take the following steps on all government-funded housing rehabilitation of public housing units.

- Inform all owners, occupants and landlords of lead-based paint hazards and provide information on methods for reducing risk of exposure in pre-1978 homes.
- Inform all owners, occupants and landlords of lead-based paint hazards and provide information on methods for reducing the risk of exposure in pre-1978 homes.
- Provide testing and abatement for any households whose children have been shown to have elevated blood lead levels. Require the family be moved to a post-1978 unit, or a unit that has passed this test.
- Require inspections for lead at the same time other inspections or evaluations are conducted on City-sponsored housing.

The Neighborhood Services Division (NS) continues to offer an incentive program for general contractors who obtain certification in lead-based paint abatement. However, contractor participation has declined due to the increased costs associated with maintaining required training and certifications. Small construction companies often find it difficult to justify these expenses due to staff turnover and the ongoing need to maintain qualified personnel. Currently, the City does not have a locally based lead-certified contractor but continues efforts to identify a certified lead-based paint testing contractor in the Abilene area. NS staff conduct monthly searches of the Texas Department of Licensing and Regulation (TDLR) database to identify certified lead-based paint contractors within the City of Abilene and surrounding communities. The NS also maintains an X-ray fluorescence (XRF) lead-based paint analyzer, and the NS inspector maintains the required certifications to operate the equipment.

Actions planned to reduce the number of poverty-level families:

The City recognizes that the lowest-income households are often at the greatest risk of homelessness, including individuals and families living in public or assisted housing who rely on housing subsidies to maintain stable residences. The City will continue to focus on reducing poverty by promoting self-sufficiency, workforce development, and innovative economic development strategies that create opportunities for low- and moderate-income residents. The City of Abilene Economic Development Department will continue its efforts to support economic growth by attracting, retaining, and expanding businesses that provide quality employment opportunities and wages above the local average. These efforts are intended to increase household incomes and improve economic stability for Abilene residents.

The Department will also continue to identify and address market shortages and workforce needs, creating employment opportunities for unemployed and underemployed individuals and expanding access to entry-level positions.

Actions planned to develop institutional structure:

The City of Abilene will implement the Consolidated Plan by using the Planning and Development Services Department, Neighborhood Initiatives Division (as part of the Office of Neighborhood Services) as the lead agency. The division has an experienced team of staff members as well as an in-house Housing Rehabilitation Coordinator. Staff will manage and work closely with non-profit and for-profit organizations in carrying out the Annual Action Plan activities. Various initiatives within the strategy include:

- Work with non-profit organizations to address community needs and provide support to federal and non-federal funding initiatives.
- Work with private industry to address important issues that hamper housing and community development efforts.

Identify opportunities to create public-private partnerships for project finance and development to leverage federal funds.

Actions planned to enhance coordination between public and private housing and social service agencies:

The City's CDBG and HOME funds continue to be used to help meet the demand for decent, safe and affordable housing, homelessness, and other special needs. The City G.V. Daniels Recreation/Senior Center was recently demolished in late 2024 to make way for rebuilding newer, more modern facilities. Since reopening, the centers have continue to work to provide access and training to citizens and youth to improve/update their technology skills and to improve employment opportunities. Additionally, the Office of Neighborhood Services (under the Planning and Development Services Department), which administers the CDBG and HOME programs, will be involved in a number of activities. Activities will include continued participation in the Continuum of Care Plan, continued involvement with organized targeted neighborhood organizations, and active collaboration with entities such as the United Way, West Texas Homeless Network, Baptist Children and Family Services (BCFS), Disability in Action, Hope Haven Too, Habitat for Humanity, Faith Works, and the Abilene Housing Authority (AHA) to help identify and meet the under-served needs in the areas of housing, employment and training opportunities, homelessness, and special needs.

Mainstream services as well as services targeted to homeless persons and persons with HIV/AIDS are made available through the coordination of services provided by the array of non-profit service providers that constitute the West Texas Homeless Network, and the Hands Up Not Out Group, Basic Needs Network, Abilene Hope Haven, and Hope Housing Services. These organizations partner with each other,

the City, and mainstream service providers to provide a wide-ranging response to the service needs of homeless persons and persons with HIV/AIDS, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth.

Discussion:

The West Texas Homeless Network plays a key role in coordinating a variety of activities and services in the region to benefit individuals who are homeless or are vulnerable to homelessness.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The activities planned provide for the expenditure of all CDBG funds expected to be available during the program year, including program income. No amount has been excluded for eligible activities that have been identified for the contingency of cost overruns. Approximately 80% of CDBG funds will be used to benefit low-to-moderate income persons.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$5,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	\$5,000

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)**

- 1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

Not applicable.

- 2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

The City of Abilene utilizes HOME funds to provide direct assistance through the city's First-Time Homebuyer Program, including all homebuyers participating in the CHDO's homebuyer program. The First-Time Homebuyer program will use recapture provisions. Based on the amount of direct HOME subsidy (\$7,500 maximum), the program sets up a 5-year affordability period and provides a deferred payment forgivable loan (DPL) at a 0% interest rate.

Under "Recapture" if the home is sold prior to the end of the affordability period, the homeowner may sell to any willing buyer at any price; a portion of the net proceeds from the sale, if any, will be returned to the City to be used for other eligible HOME activities. The portion of net proceeds returned to the City is only the direct homebuyer subsidy and equal to the amount of HOME funds invested in the property, less the amount forgiven to that point. The amount forgiven will be based on 1/60th per month for each full month that the property has been occupied as the principal residence.

Any funds remaining after the distribution of net proceeds to all lien holders, including the City, will be returned to the homeowner. In the event of a sale, short sale and/or foreclosure, the amount subject to recapture will be limited to the 'net sales proceeds' available at the time of such occurrence. Net sales proceeds is the sales price minus superior loan repayments, not including HOME and any closing costs. Additional information regarding recapture provisions are detailed in the City's written affordable housing policies and procedures. In cases of non-compliance (rental, that is not used as the primary residence), 100% of the HOME funds will be recaptured. Recapture provisions are enforced with a lien and promissory note for a minimum of 5 years.

If there are insufficient funds remaining from the sale of the property recapture will be based on the ratio of the HOME subsidy to the total of the homeowner's investment plus the HOME subsidy. If the City recaptures less than or none of the recapture amount due, the City will maintain data that provides the amount of the sale and the distribution of the funds. This will document that:

1. There were no net proceeds, or;
2. The amount of the net proceeds was insufficient to cover the full amount due.

A description of the guidelines for recapture that ensures the affordability of units acquired with HOME funds are contained in 24 CFDR 92.254 (a)(4) as follows:

Federal assistance will be provided in the form of a 0% interest, deferred payment loan (DPL) and will be secured by a HOME Written Agreement, fully executed and dated by all applicable parties, a Promissory Note and Deed of Trust. The Deed of Trust is recorded in the Real Property Records of Taylor County.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City of Abilene utilizes HOME funding to the CHDO (Habitat for Humanity) for development. Habitat homebuyers purchasing a CHDO-assisted home must be eligible and apply for down payment/closing cost assistance through the City. If the homebuyer defaults on the required period of affordability, the CHDO bears no liability to the City. All liability will be between the homebuyer and the City.

Under a resale provision, if the HOME-assisted property is transferred through a voluntary or involuntary sale (foreclosure) before the end of the affordability period, the home must be sold at an affordable price to another low-income homebuyer who will use the property as its principal residence. The initial homeowner must get a fair return on his/her investment according to 24 CFR 92.254(a)(5)(i). Note, if the property owner fails to reside in the HOME-assisted unit as its principal residence due to noncompliance, then the HOME funds must be repaid.

The owner/developer must specify that if the property is transferred through sale or foreclosure before the end of the period of affordability, then: the property must be sold to another low-income buyer; the property must be sold at an affordable price to a low-income homebuyer in the 50%-80% AMI band and provide the original HOME-assisted property owner a fair return on investment (including the homeowner's investment and any capital improvement). Habitat for Humanity underwrites all loans at 0% interest to their homebuyers. Homeowners not fulfilling the period of affordability have the opportunity to sell their unit back to Habitat through Habitat's right of first refusal. As a fair return on investment, Habitat makes whole the homeowner's investment by paying the homeowner the amount paid on principal plus any capital improvements made by the homeowner. The property will then be available for sale only as affordable housing to another LMI qualifying homebuyer. The period of affordability will be fulfilled as the new buyer's principal residence for the remainder of the affordability period.

An affordable price cannot exceed 40% Principal, Interest, Taxes, and Insurance (PITI) of a buyer's annual income. The owner/developer must pass on this requirement to the buyer. The subsequent buyer must maintain the home as its principal residence. Habitat must explain these requirements to the homebuyer and establish these terms in the written agreement between the owner/developer and the homebuyer. Noncompliance (other than sale) will require 100% repayment of HOME

investment.

Federal assistance will be provided in the form of a 0% interest, deferred payment loan (DPL) and will be secured by a HOME Written Agreement, fully executed and dated by all applicable parties, a Promissory Note and Deed of Trust. The Deed of Trust is recorded in the Real Property Records of Taylor County.

- 4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

The City does not intend to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds. In addition, the funds will not be used to refinance multifamily loans made or insured by any federal program. The City is aware that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.

All applicants for CDBG and HOME assisted programs/projects are required to meet the prevailing HUD income guidelines. The City's selection procedure for all programs is first come, first served with one exception. That exception is limited to the Single Family Rehab Program. After screening for basic eligibility if there are multiple applicants at the same time, staff will evaluate address location. Service will be provided first to those located in a Council-specified neighborhood (Carver, Sears, North Sayles, Butternut/Chestnut, Holiday Hills and Alameda) prior to assisting those homeowners in other areas of Abilene.

Program information is provided at the City's website, Texas 2-1-1 Call for Help hotline and through multi-media sources i.e., Facebook, Twitter and City News Releases.

- 5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).**

N/A

- 6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).**

N/A

- 7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that**

limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

N/A

FY 2026/2027
One-Year Action Plan
Community Development Block Grant
And
HOME Investment Partnership Grant





Project Funding Guidelines

- Meet HUD National Objectives
- Meet Consolidated Plan Goals & Objectives
- >70% Low- to Moderate-Income (LMI) Benefit
- Follow Council policy on funding capital projects for nonprofits; not operating expenses





What is Community Block Development Grant (CDBG)

- CDBG: Grant is used for expanding LMI housing, suitable living environments & economic opportunities





TOTAL CDBG Administration Cost:

- **CDBG Housing Administration-\$201,154** pays staff, HUD training, office materials, Public Notices, and advertising materials as required by HUD.
- **CDBG Planning Administration-\$82,236** will fund staff, advertising and promotion, HUD training, IT fund and memberships dues.
- **CDBG Indirect Admin-\$91,800** will be paid to the City of Abilene for building and office use, maintenance, fleet, IT services and access to all City personnel.





TOTAL CDBG Projects

- **Critical Repair- \$452,338** 30-40 Low-Moderate-Income (LMI) clients that reside in owner-occupied single-family residences will be assisted with one system failure per calendar year such as a roof, sewer, water, or gas line and ADA accessibilities for restroom and handicap ramp.
- **Condemnation & Demolition- \$200,000** will assist in the demo of a substandard commercial building or single-family residence to eliminate Spot Slum Blight in the 15 LMI Neighborhoods.





What is HOME Investment Partnership Grant (HOME)

- HOME: Grant is used for increasing the quality of low-income housing stock





HOME Expenditures

- **HOME Administration- \$48,047.08** to provide program delivery of each HOME assisted projects.
- **Single-Family Rehabilitation Program- \$1,251,601.44** on average between \$75,000 - \$150,000 for each rehab will fund owner occupied residences ensuring the entire home brought up to meet local codes such as roof, electrical, plumbing, gas and sewer lines.





HOME Expenditures

- **First-Time Homebuyer Program-\$30,000** to provide approximately up to \$7,500 in down payments and closing costs for 6 buyers within the City of Abilene.
- **Community Housing Development Organization (CHDO)-**
\$72,070.61 will be provided to Habitat for Humanity to aid in construction of 2 new single-family homes within the City of Abilene.





Questions?





**CITY COUNCIL
MEMORANDUM
8/13/2026**

TO: Emily Crawford, City Manager
FROM: Max Johnson, Director of Public Works
ITEM: 10. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Developers Agreement with Martin Marietta Materials Real Estate Investments, Inc. (Max Johnson)

GENERAL INFORMATION

Development is occurring along Anson Avenue between Pine Street and Plum Street. As part of the development, the City has worked with the Developer to address the requirement and the need for oversized public improvements. Specifically the up-sizing of Anson Avenue. Therefore, the City wishes to enter into a Developers Agreement which allows the Developer to install the up-sizing and over-sizing of the public improvements in exchange for the City's financial participation for the oversized cost.

The Development Agreement does not include the City's portion of Engineering Design Costs for the project. The city plans on entering into a separate Professional Services contract for the City's portion of the Engineering for this project.

Martin Marietta is an American-based company and a leading supplier of aggregates and other building materials necessary for building solid foundations. Due to the heavy materials, a concrete street is necessary to accommodate the trucking of the aggregate and other building materials.

FUNDING/FISCAL IMPACT

Funding for the oversized Street Improvements is available within the Street Maintenance Fund. City Funding shall not exceed Seven Hundred Six Thousand dollars (\$706,000).

STAFF AND/OR BOARD RECOMMENDATION

Approval.

ATTACHMENTS:

1. RESOLUTION
2. Martin Marietta Developer Participation Agreement - 8-5-2026
3. EXHIBIT A
4. Developer Cost Estimate
5. Full Roadway Cost Estimate
6. Council Presentation - Dev Agreement -- 8-5-2026

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING A DEVELOPER AGREEMENT WITH MARTIN MARIETTA
MATERIALS REAL ESTATE INVESTMENTS, INC. AND THE CITY OF ABILENE

WHEREAS, Developer is developing property along Anson Avenue, Abilene, Texas (Project); and

WHEREAS, the City's Land Development Code, Section 3.2.2.5 provides that a Developer shall make improvements to substandard perimeter roads; and

WHEREAS, in connection with the construction of the Project, Developer is required to construct its share of improvements to the portion of Anson Avenue; and

WHEREAS, Developer's share of improvements to the substandard perimeter road is twenty and a half feet (20'-6") of pavement (not including curb), or the equivalent of one-half of a collector street, along the entire frontage of the subdivision; and

WHEREAS, the City is participating in the Oversized costs of perimeter roads in excess of the Developer's fair share obligations and where such costs are not borne by another public entity; and

WHEREAS, a diagram of the portion of Anson Avenue which is to be improved pursuant to the terms and conditions of this Agreement is attached as Exhibit A, and the public improvements are clearly identified as the Developer's responsibility and the City's responsibility, which is incorporated herein; and

WHEREAS, Developer will contract with a third-party Contractor to make the improvement to the portion of Anson Avenue (Project); and

WHEREAS, the City shall reimburse Developer for City's required costs in excess of the Developer's fair share obligation as set forth in the City's Land Development Code, in an amount NOT TO EXCEED Seven Hundred Six Thousand and 00/100 Dollars (**\$706,000.00**), which is the City's Oversize cost of the total project costs and which does not exceed 100 percent of the total cost of the oversizing of the improvements; and

WHEREAS, Chapter 212, Subchapter C of the Local Government Code allows a municipality with 5,000 or more inhabitants to enter into a contract with a developer of a subdivision or land in the municipality to construct public improvements without complying with the competitive sealed bidding procedure; and

WHEREAS, the City and Developer agree it is in the best interest of both entities to enter into this Agreement in order to expedite construction of the projects, to decrease total costs of construction, and prevent duplicate efforts by the parties.

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

PART 1: That the City Manager is hereby authorized to execute the Developers Agreement between the City of Abilene and Martin Marietta Real Estate Investments, Inc.

ADOPTED this 13th day of August, 2026

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

DEVELOPER PARTICIPATION AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS AND MARTIN MARIETTA MATERIALS REAL ESTATE INVESTMENTS, INC.

This Developer Participation Agreement (Agreement) is entered this 13th day of August, 2026 between the City of Abilene, Texas (City) and Martin Marietta Materials Real Estate Investments, Inc., a North Carolina corporation (Developer).

WHEREAS, Developer is developing property along Anson Avenue, Abilene, Texas (Project); and

WHEREAS, the City's Land Development Code, Section 3.2.2.5 provides that a Developer shall make improvements to substandard perimeter roads; and

WHEREAS, in connection with the construction of the Project, Developer is required to construct its share of improvements to the portion of Anson Avenue; and

WHEREAS, Developer's share of improvements to the substandard perimeter road is twenty and a half feet (20'-6") of pavement (not including curb), or the equivalent of one-half of a collector street, along the entire frontage of the subdivision; and

WHEREAS, the City is participating in the Oversized costs of perimeter roads in excess of the Developer's fair share obligations and where such costs are not borne by another public entity; and

WHEREAS, a diagram of the portion of Anson Avenue which is to be improved pursuant to the terms and conditions of this Agreement is attached as Exhibit A, and the public improvements are clearly identified as the Developer's responsibility and the City's responsibility, which is incorporated herein; and

WHEREAS, Developer will contract with a third-party Contractor to make the improvement to the portion of Anson Avenue (Project); and

WHEREAS, the City shall reimburse Developer for City's required costs in excess of the Developer's fair share obligation as set forth in the City's Land Development Code, in an amount NOT TO EXCEED Seven Hundred Six Thousand and 00/100 Dollars (**\$706,000.00**), which is the City's Oversize cost of the total project costs and which does not exceed 100 percent of the total cost of the oversizing of the improvements; and

WHEREAS, Chapter 212, Subchapter C of the Local Government Code allows a municipality with 5,000 or more inhabitants to enter into a contract with a developer of a subdivision or land in the municipality to construct public improvements without complying with the competitive sealed bidding procedure; and

WHEREAS, the City and Developer agree it is in the best interest of both entities to enter into this Agreement in order to expedite construction of the projects, to decrease total costs of construction, and prevent duplicate efforts by the parties.

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

DEVELOPER'S RESPONSIBILITIES

1. Developer shall be responsible for the Developer defined expense of the public road improvements associated with the Project in accordance with the Abilene Land Development Code, Section 3.2.7.
2. The public improvements (roadway) shall be designed by engineers to plans and specifications for the construction of such public improvements as approved by the City.
3. The Developer shall submit any plans, drawings, specifications, etc. to the City for review by the appropriate departments.
4. The Developer will designate a contact person available to answer questions on behalf of Developer. The Developer's contact person for this Agreement is Corder Norris, corder.norris@e-ht.com, 325-698-5560.
5. The Developer shall allow inspection of the construction site by City at all reasonable times.
6. All of the Developer's books and other records related to the public improvements shall be available for inspection by the City.
7. Developer will provide a one (1) year warranty from the general contractor on the roadway improvements after City acceptance of the project.
8. Developer will execute a performance bond for the construction of the improvements to ensure completion of the project.

CITY'S RESPONSIBILITIES

9. The City shall reimburse the Developer for the actual costs of oversizing of roadway required by City, in an amount not to exceed **\$706,000.00**. The reimbursement shall be paid to Developer, monthly based upon verified project progress less Five Percent (5%) retainage, with a release of all retainages upon completion and acceptance of the roadway.
10. The City shall review and approve all plans and specifications for that aspect of the Project in which the City is participating or otherwise required to review and approve bylaw.
11. The City will designate a contact person available to answer questions on behalf of the City. The City's contact person for this Agreement is Max Johnson, max.johnson@abilenetx.gov, 325-676-6281. The City's secondary contact person for this Agreement is Richard Harbert, richard.harbert@abilenetx.gov, 325-676-6282.

12. The City will own, operate and maintain the improved portions of the Anson Avenue improvements.

MISCELLANEOUS TERMS

13. Indemnity

The Developer shall indemnify, hold harmless, and defend the City, its officers, agents and employees, from and against liability for any claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of the Developer's work and activities conducted in connection with this Agreement, including all causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon negligent or intentional acts or omissions of Developer, its officers, agents, employees, sub-contractors, licensees, invitees, and other persons.

Developer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, sub-contractors, licensees, invitees and other persons, as well as their property, 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 Developer, its officers, agents, employees, sub- contractors, licensees, invitees, and other persons.

The City assumes no responsibility or liability for harm, injury, or any damaging events, which are directly or indirectly attributable to premise defects, whether real or alleged, which may now exist or which may hereafter arise upon the premises, responsibility for all such defects being expressly assumed by the Developer. The Developer agrees that this indemnity provision applies to all claims, suits, demands, and actions arising from all premise defects or conditions over which Developer has dominion and control, but not otherwise.

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

14. Venue and Choice of Law

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

15. Assignment

The Developer may not assign in whole or in part any rights, duties, obligations or interest arising from this Agreement without the City's prior written consent, and such consent will not be unreasonably withheld. Notwithstanding the foregoing, Developer may collaterally assign this Agreement to a lender in connection with any construction loan obtained by Developer to develop

the Project, provided Developer gives notice to City within ten (10) days of closing on such construction financing of the name of the construction lender and a copy of the collateral assignment instrument.

16. Amendment or Modification

This Agreement, including schedules and 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 Agreement, are of no effect. This Agreement may not be amended or modified except by both parties' written consent.

17. Compliance with Laws, Charter, Ordinances

Developer, 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. Developer must obtain all necessary permits and licenses required in completing the work contemplated by this Agreement.

18. Notice

All notices must be in writing, hand-delivered or mailed by certified mail, to the other party. City's address is c/o City Manager, 555 Walnut, Abilene, Texas 79601. Developer's address is 1503 LBJ Freeway, Suite 400, Dallas, Texas 78742.

19. Termination

Upon completion of the Projects, as evidenced by the City's issuance of an acceptance letter for the Projects, and upon the expiration of the Projects' Warranty Periods, and the Developer's receipt of reimbursement from the City as more detailed in Paragraph 9 hereinabove, this Agreement shall terminate and be of no further force or effect, and the parties shall have no further rights or obligations as herein contained.

IN WITNESS HEREOF the parties have executed this Agreement.

CITY OF ABILENE, TEXAS

**MARTIN MARIETTA MATERIALS REAL
ESTATE INVESTMENTS, INC.**

Emily Crawford, City Manager

By: _____
(signature)

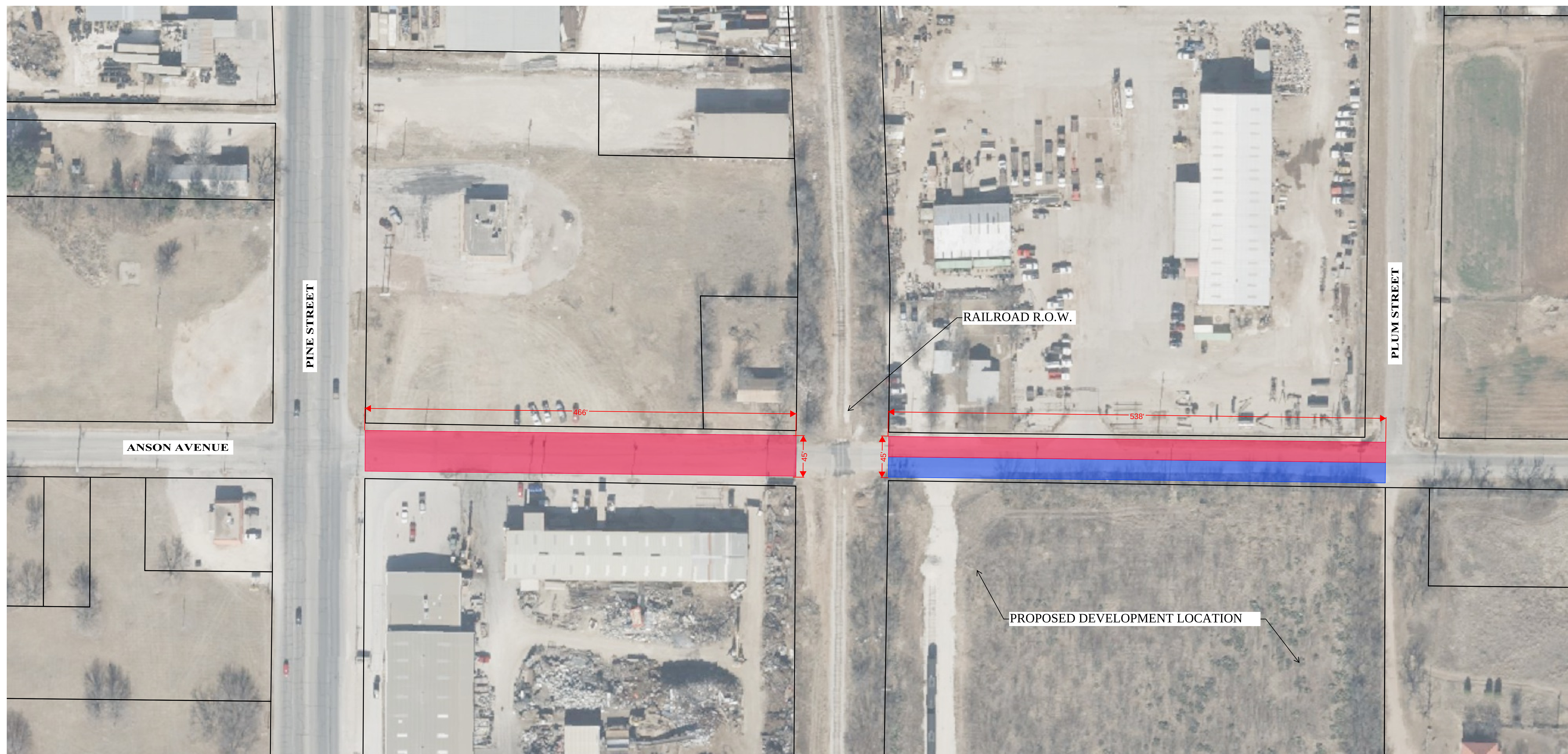
Sean Foley, Regional Vice President

ATTEST:

Shawna Atkinson, City Secretary

APPROVED:

Stanley Smith, City Attorney



- Improvements the Developer is responsible for, per the LDC
- Additional Improvements



Anson Ave Roadway Improvements
Opinion of Project Construction Costs (OPCC)
Martin Marietta (Developer) Responsibilities
eHT Project No. - 9370

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL	COMMENTS
1	1	LS	Mobilization, Bonds and Insurance	\$ 13,000.00	\$ 13,000.00	5%
2	1	LS	SWPPP / Erosion Control	\$ 10,000.00	\$ 10,000.00	
3	810	SY	Demo and Legally Dispose of Ex. Asphalt	\$ 15.00	\$ 12,150.00	13.5' x 538'
4	1,225	SY	7" Reinforced Concrete Pavement	\$ 150.00	\$ 183,750.00	20.5' x 538'
5	1,345	SY	6" Subgrade Compaction	\$ 7.50	\$ 10,087.50	22.5' x 538'
6	1,345	SY	6" Flexible Base Material	\$ 12.00	\$ 16,140.00	22.5' x 538'
7	356	LF	Concrete Cutb and Gutter	\$ 30.00	\$ 10,680.00	
CONSTRUCTION COST ESTIMATE				(ROUNDED)	\$ 256,000.00	
				Contingency (10%)	\$ 26,000.00	
TOTAL CONSTRUCTION COST ESTIMATE					\$ 282,000.00	

PROFESSIONAL FEES (ESTIMATED)		TOTAL	COMMENTS
1	Survey, Geotech, and Planning	\$ 10,000.00	
2	Design Phase	\$ 17,500.00	
3	Bidding Phase	\$ 5,500.00	
4	Construction Phase Engineering Services	\$ 5,000.00	
5	Material Testing	\$ 12,000.00	
PROFESSIONAL FEES COST ESTIMATE (ROUNDED)		\$ 50,000.00	
TOTAL CONSTRUCTION COST ESTIMATE, INCLUDING PROF. FEES		\$ 332,000.00	

DISCLAIMER: This opinion of probable construction cost is released under the authority of Corder Norris, Texas PE license number 159175, on July 22, 2026, and represents the design professional's best judgment. Enprotec / Hibbs & Todd, Inc. has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market and industry conditions. Accordingly, Enprotec / Hibbs & Todd, Inc. cannot and does not guarantee that bids will not vary from this cost estimate.

DOCUMENT FOR INTERIM REVIEW, NOT INTENDED FOR
CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES



Anson Ave Roadway Improvements
Opinion of Project Construction Costs (OPCC)
Full Concrete Roadway Replacement Pine to Plum
eHT Project No. - 9370

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL	COMMENTS
1	1	LS	Mobilization, Bonds and Insurance	\$ 43,000.00	\$ 43,000.00	5%
2	1	LS	SWPPP / Erosion Control	\$ 10,000.00	\$ 10,000.00	
3	3,010	SY	Demo and Legally Dispose of Ex. Asphalt	\$ 15.00	\$ 45,150.00	27' x 538' + 27' x 466'
4	4,575	SY	7" Reinforced Concrete Pavement	\$ 150.00	\$ 686,250.00	41' x 538' + 41' x 466'
5	5,020	SY	6" Subgrade Compaction	\$ 7.50	\$ 37,650.00	45' x 538' + 45' x 466'
6	5,020	SY	6" Flexible Base Material	\$ 12.00	\$ 60,240.00	45' x 538' + 45' x 466'
7	500	LF	Concrete Cutb and Gutter	\$ 30.00	\$ 15,000.00	
CONSTRUCTION COST ESTIMATE				(ROUNDED)	\$ 898,000.00	
				Contingency (10%)	\$ 90,000.00	
TOTAL CONSTRUCTION COST ESTIMATE					\$ 988,000.00	

PROFESSIONAL FEES (ESTIMATED)		TOTAL	COMMENTS
1	Survey, Geotech, and Planning	\$ 25,000.00	
2	Design Phase	\$ 50,000.00	
3	Bidding Phase	\$ 8,500.00	
4	Construction Phase Engineering Services	\$ 10,000.00	
5	Materials Testing	\$ 35,000.00	
PROFESSIONAL FEES COST ESTIMATE (ROUNDED)		\$ 129,000.00	
TOTAL CONSTRUCTION COST ESTIMATE, INCLUDING PROF. FEES		\$ 1,117,000.00	

DISCLAIMER: This opinion of probable construction cost is released under the authority of Corder Norris, Texas PE license number 159175, on July 22, 2026, and represents the design professional's best judgment. Enprotec / Hibbs & Todd, Inc. has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market and industry conditions. Accordingly, Enprotec / Hibbs & Todd, Inc. cannot and does not guarantee that bids will not vary from this cost estimate.

DOCUMENT FOR INTERIM REVIEW, NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMITTING PURPOSES

DEVELOPER PARTICIPATION AGREEMENT WITH MARTIN MARIETTA MATERIALS REAL ESTATE INVESTMENTS, INC.

(Max Johnson)





Developer Agreement with Martin Marietta

The City's Land Development Code, Section 3.2.2.5 provides that a Developer shall make improvements to substandard perimeter roads, and the Developer's share of improvements to a substandard perimeter road is twenty and a half feet (20'-6") of pavement (not including curb), or the equivalent of one-half of a collector street, along the entire frontage of the subdivision. Developer's construction cost is estimated to be \$282,000.

The City is required to participate in the costs of perimeter roads in excess of the Developer's fair share obligations and where such costs are not borne by another public entity.





Developer Agreement with Martin Marietta



Improvements the Developer is responsible for, per the LDC

Additional Improvements





Developer Agreement with Martin Marietta

The City shall reimburse Developer for City's required costs in excess of the Developer's fair share obligation as set forth in the City's Land Development Code, in an amount **NOT TO EXCEED** Seven Hundred Six Thousand Dollars (\$706,000), which does not exceed 100 percent of the total oversized project costs.

The City and Developer agree it is in the best interest of both entities to enter into this Agreement in order to expedite construction of the project, to decrease total costs of construction, and prevent duplicate efforts by the parties.





Developer Agreement with Martin Marietta

Questions?





**CITY COUNCIL
MEMORANDUM
8/13/2026**

TO: Emily Crawford, City Manager
FROM: Matthew Dane, Director of Water Utilities
ITEM: 11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Adopting the City of Abilene Water Utility Design Standards and Authorizing the Director of Water Utilities to Approve Future Revisions and Updates (*Matthew Dane*)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council adopt the City of Abilene Water Utility Design Standards for water distribution and sanitary sewer infrastructure associated with development and utility construction within the City's service area. The proposed standards establish uniform requirements for the design, construction, materials, testing, and installation of water and sanitary sewer infrastructure.

The standards were developed internally by Water Utilities staff after reviewing standards and specifications from multiple municipalities and utilities throughout Texas and incorporating industry best practices along with operational requirements specific to the City of Abilene.

The standards are intended to serve as a single, comprehensive reference document for developers, consulting engineers, contractors, and City staff involved in utility infrastructure projects.

The proposed resolution also authorizes the Director of Water Utilities, or designee, to make future administrative revisions and updates to the standards as needed. This authority is intended to allow the standards to remain current with evolving industry practices, operational needs, material availability, regulatory requirements, and technological advancements.

The Water Utility Design Standards were created to improve consistency in utility design and construction throughout the City while enhancing long-term system reliability, maintainability, and operational efficiency. Benefits of adopting the standards include:

- Establishing uniform expectations for developers, contractors, and consulting engineers
- Improving consistency and constructability of infrastructure installations
- Streamlining future growth and development within the City
- Enhancing long-term reliability and serviceability of water and sanitary sewer infrastructure
- Improving compliance with TCEQ, AWWA, and industry best practices
- Providing clear approved materials and installation requirements
- Creating a centralized reference document for utility infrastructure requirements

As part of the development process, Water Utilities staff made additional efforts to obtain local engineering input and support. Staff distributed draft versions of the standards to local consulting engineering firms that routinely perform development-related work within the City. Staff also held meetings with those engineering firms to review and discuss their comments. Many of the comments and recommendations received through that process were incorporated into the final standards where appropriate and consistent with the long-term interests of the City and accepted municipal utility practices.

To provide a transition period for development projects already in progress, plans submitted to the City before January 1, 2027 will not be subject to the new standards. Plans submitted on or after January 1, 2027 will be reviewed under the adopted Water Utility Design Standards.

The standards are intended to function as a living document that can be updated periodically as regulations, technologies, materials, operational practices, and industry standards evolve. Providing the Director of Water Utilities authority to administratively update the standards will allow the City to efficiently maintain current and effective requirements without the

need for repeated Council action for routine revisions.

Following adoption, the standards will be posted on the City's website for public accessibility and use by developers, engineers, and contractors.

FUNDING/FISCAL IMPACT

There is no direct fiscal impact associated with adoption of the Water Utility Design Standards. The standards are expected to improve long-term operational efficiency, reduce maintenance issues, improve infrastructure quality, and support consistency in future utility construction projects.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council adopt the City of Abilene Water Utility Design Standards and authorize the Director of Water Utilities, to approve future revisions and updates to the standards as needed.

ATTACHMENTS:

1. 2 - Written Resolution - Water Utility Design Standards
2. COA Water Utility Design Standards - 8.06.2026
3. 3-Presentation-Water Utility Design Standards

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ADOPTING THE CITY OF ABILENE WATER UTILITY DESIGN STANDARDS AND AUTHORIZING THE DIRECTOR OF WATER UTILITIES TO APPROVE FUTURE REVISIONS AND UPDATES.

WHEREAS, the City of Abilene (City) owns and operates public water distribution and sanitary sewer utility systems within the City and its service area; and

WHEREAS, uniform standards for the design, construction, installation, testing, and inspection of water and sanitary sewer infrastructure promote consistency, constructability, reliability, maintainability, and long-term operational performance; and

WHEREAS, the Water Utilities Department developed the Water Utility Design Standards after reviewing standards and practices from other Texas municipalities and utilities, conducting internal review, and coordinating with local consulting engineering firms that perform development-related work within the City; and

WHEREAS, Water Utilities staff distributed draft standards to local engineering firms, held meetings to review and discuss comments, and incorporated feedback where appropriate and consistent with the City's long-term interests and accepted municipal utility practices; and

WHEREAS, the City desires to provide a transition period so that plans submitted before January 1, 2027 will not be subject to the new standards, and plans submitted on or after January 1, 2027 will be reviewed under the adopted Water Utility Design Standards; and

WHEREAS, the Water Utility Design Standards are intended to remain a living document that can be updated as regulations, technologies, materials, operational needs, and industry practices evolve; and

WHEREAS, the Director of Water Utilities, is approved to authorize future administrative revisions and updates to the standards;

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

That the City Council hereby adopts the City of Abilene Water Utility Design Standards for use in the design and construction of water and sanitary sewer infrastructure within the City's service area. Plans submitted before January 1, 2027 will not be subject to the new standards. Plans submitted on or after January 1, 2027 will be reviewed under the adopted standards. The Director of Water Utilities is authorized to approve and implement future revisions, modifications, updates, and administrative changes as necessary.

ADOPTED this 13th day of August, 2026.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



CITY OF ABILENE TEXAS

The background of the page is a photograph of numerous large-diameter blue pipes stacked in a yard. The pipes are arranged in neat rows, some secured with metal bands. The scene is set outdoors with trees and a clear sky in the background.

Water Utility Design Standards

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The following design standards are intended to aid the City of Abilene's Water Utility Department (Dept.) in achieving a uniform design for the construction of water and sanitary sewer utilities within the City's service area. In most cases, there are circumstances that will be considered should the designer see a need to vary from these standards. Requests for variances from these standards shall be presented to the Department for consideration. Variance consideration by the Department does not constitute or guarantee acceptance or approval.

Approved By:

Matthew Dane
Director of Water Utilities

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Water Utility Design Standards
Revision Tracking Table

Revision #	Section #	Paragraph #	Description	Date

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Section 1 – Water Design Standards

1.1 Minimum Design Standards For Water Distribution

1.1.1 General

- A) All water distribution system design shall be in accordance with the requirements of TCEQ Chapter 290, AWWA Standards, current City of Abilene ordinances, and City of Abilene Utility Design Standards.

1.1.2 Design Flow

- A) Water lines shall be designed to provide for residential and commercial uses and fire protection.
- B) Design flow for fire protection shall be based on the following:
 - 1) Fire protection must comply with the Fire Marshall's Office regulations and in no case be less than currently adopted International Fire Code (IFC) requirements.
 - 2) Additional infrastructure may be required to provide fire protection service when existing water lines are inadequate.

1.1.3 Design Pressure

- A) Distribution systems shall have a minimum operating pressure of 35 psi.
- B) Distribution systems shall maintain a 20 psi residual pressure during fire flow conditions and a 35 psi residual pressure during peak hourly demand.

1.1.4 Hydraulic Design

- A) Distribution lines shall be designed to have a maximum velocity of 10 feet per second (fps) during peak flow conditions.
- B) Distribution lines shall be designed using a Hazen-Williams friction coefficient, "C", equal to 140.

1.1.5 Water Line Classification and Sizes

- A) Water Line Size Classification
 - 1) Distribution lines are classified as water lines having at least one customer service tap.
 - 2) Transmission lines are classified as water lines having no customer service taps.

B) Water Lines Sizes:

- 1) The standard minimum pipe size for distribution lines shall be 8-inch.
- 2) A 6-inch water main may be allowed where justified by hydraulic analysis, system demands, and future service considerations, subject to City approval.

1.1.6 Water Line Material – New Construction

- A) Distribution lines 8-inches to 12-inches in diameter shall be AWWA C900 DR-18 PVC pipe.
- B) Distribution and transmission lines equal to or greater than 16-inches in diameter shall be ductile iron pipe (DI) with at least one corrosion protection measure installed in addition to the standard coating.
- C) For bores, HDPE may be used in place of PVC or DI.
- D) All water lines must meet the requirements of ANSI/NSF 61.

1.1.7 Typical Waterline Layout

- A) Water lines shall be at a minimum depth of 36-inches to the top of pipe.
- B) Water lines shall be located within an alley, City utility right of way, City street, or TxDOT right of way.
 - 1) Water lines located on private property shall be contained within a dedicated 20-foot-wide City of Abilene utility easement. Where the water line is immediately adjacent to a public right-of-way, a minimum 10-foot-wide City of Abilene utility easement adjacent to the right-of-way shall be required.
- C) Water lines shall typically be located on the uphill and opposite side of the street of sanitary sewer lines.
- D) Water lines shall not be installed closer than 10-feet to a septic tank drain field (30 TAC §290.44(e)(8)).
- E) Water lines shall be designed as looped systems, except as specified herein. See section 1.1.7 I.
- F) Where a water line crosses a street or railroad right-of-way, the crossing shall be made perpendicular or as near to perpendicular as possible.
- G) The minimum radius of curvature and maximum deflection angle of pipe joints shall be restricted to 75% of the manufacturer's recommendation.
 - 1) Radii of curvature and maximum deflection angles greater than 75% of the manufacturer's recommendation must be approved by the Water Utility Director or designated appointee.
 - 2) If not approved, the use of horizontal or vertical bends will be required.
- H) Water lines shall extend to the furthest limits of the platted property or the subdivision served.

- I) Cul-De-Sacs
 - 1) When cul-de-sacs are designed within a subdivision, it shall conform to the City of Abilene standard detail for cul-de-sacs.
 - 2) When a cul-de-sac has a deadend water line, the water line may be reduced, after the last fire hydrant, to a minimum of 4" to serve the lots within the cul-de-sac if the reduction can adequately serve the lots.
 - 3) Fire hydrants placed at the bulb end of cul-de-sacs should be avoided.
- J) Dead-end Lines
 - 1) Dead-end lines must be approved by the Water Utility Director or designated appointee.
 - 2) Where dead-end lines are permitted, they shall be designed such that:
 - i) The system may be periodically flushed by use of a flush valve or fire hydrant.

1.1.8 Waterline Construction Standards

- A) Pipe restraints and reaction blocking shall be constructed per Abilene standard details.
- B) If unusual or non-typical soil conditions are encountered or reasonably expected to be encountered during pipe installation, the design engineer shall provide calculations and sizing for restraints and blocking at the request of Abilene.
- C) Water line and sanitary sewer main crossings shall meet the requirements of Texas Commission on Environmental Quality (TCEQ) Chapter 217.53.
- D) All water lines shall have tracer wire and metal detectable tape. The wire shall be solid copper, at least #12 AWG or larger with blue insulation.
- E) For other instances not covered in these design standards consult current TCEQ Regulations.

1.1.9 Waterline Fitting

- A) All fitting-to-fitting or fitting-to-valve connections shall utilize Mechanical Restrained Joints (MJ) and/or foster adapters.
- B) All tees, wyes, plus, caps, reducer, crosses, and bends shall be as specified on the Abilene Water Utilities Approved Parts List (Section 3).
- C) Restrained glands will be used on all pipe connections to the mechanical joint adapters.
- D) A 20-foot piece of pipe will be used out of all fittings, unless otherwise approved by the Water Utility Director or designated appointee.
- E) When a vertical transition utilizing 45° degree bends is required, grip rings or all thread will be used in between the two 45° degree bends.

1.1.10 Valves

A) Gate Valves

- 1) Gate valves shall be designed for a minimum water working pressure of 350 psi.
- 2) Valve placement shall be arranged so that closure of any three valves will not result in more than two fire hydrants being out of service, unless documentation is provided demonstrating that adequate fire hydrant protection is maintained throughout the isolated segment of main.
- 3) Where possible, valves in streets should be designed to fall outside of wheel paths.
- 4) Valves installed deeper than 3 ½ - feet to the top of the operating nut, shall have a valve nut extension made and installed to a maximum depth of 3 ½ feet to facilitate operation of the valve with a standard valve wrench.
- 5) Valves installed deeper than 3 ½ - feet to the top of the operating nut, shall have a valve box extension made and installed to place the valve box and lid at grade.
- 6) For distribution lines, valves shall be placed as specified below.
 - i) Valves shall be located between each tee, cross or other junction such that each leg can be isolated independently.
 - ii) Valve placement shall be arranged so that closure of any three valves will not result in more than one fire hydrant being out of service, unless documentation is provided demonstrating that adequate fire hydrant protection is maintained throughout the isolated segment of main.
 - iii) Transmission lines 16-inch diameter and larger shall be equipped with valves at ½ mile intervals unless it is determined that more valves are required.

B) Air Relief Valves

- 1) All air relief valves shall be as specified on the Abilene Water Utility Approved Parts List (Section 3) and be set at the places designated by the Design Engineer and approved by the Water Utility Director or designated appointee.
 - i) The Design Engineer shall submit an elevation profile of the waterline with the proposed air relief valves.
- 2) Air relief valve locations shall be designed to allow adequate access and maintenance by City personnel.

C) Flush Valves

- 1) Dead end lines (when approved) shall have a flush valve at the end of the line.

D) Valve Boxes

- 1) Valve boxes shall be cast iron with cast iron lids.
- 2) If the valve box needs an extension to reach the surface, then a piece of ductile iron pipe, C-900 PVC, or pressure rated (D2241) SDR-26 PVC pipe shall be used.
- 3) A 18" x 18" x 6" concrete pad shall be poured around all valve boxes.
 - i) See Abilene Standard Details.

1.1.11 Service Taps, Service Lines and Meters

- A) Domestic water service shall be provided from the alley, right-of-way, to the property being served.
- B) Water meters shall be located within the City Right-Of-Way/Easement and shall typically be positioned within 2-3 feet of the property line of the property to be served.
- C) The portion of service line within right of way, alley or easement shall typically be located along the most direct route from the water line to the edge of the property to be served.
- D) Water meter location may be adjusted based on lot density and may be positioned closer to the edge of the property.
 - 1) Water meters shall be located such that they are accessible to maintenance personnel.
 - 2) Water meters should not be located in sidewalks, driveways, or in the street.
- E) No portion of a service line shall be allowed to cross property boundaries into adjacent property.
- F) Water service connections are as follows:

Table 1.1 – Meter Sizes

Meter Size	Tapping Saddle & Corp. Size	Service Line Size (Line to Meter)
5/8" x 3/4"	1"	1"
3/4"	1"	1"
1"	1.5"	1.5"
1.5"	3"	3"
2"	3"	3"
3"	6"	6"
4"	6"	6"
6"	10"	10"

- G) Meters 2-inch and larger require approval by the Water Utility Director or designated appointee.
- H) Meter sizes 3-inches or larger shall be installed within an approved concrete meter vault and include an appropriately sized meter bypass as to maintain service during periodic maintenance of the meter.
- I) Tall buildings or site configurations where the height from the meter to the highest outlet is 50 feet or greater shall require the installation of an approved backflow prevention device on the customer side of the meter.

1.1.12 Backfilling Trenches

- A) All construction materials, methods, and placement shall meet or exceed the standard specifications listed below unless superseded material testing policies.
 - 1. Pipe bedding and embedment shall be in accordance with the following:

PVC Pipe embedment must meet the following requirements:
Embedment Class "B+" - The embedment consists of fine crushed stone bedding and initial backfill of granular material. After the trench has been cut to a depth below the barrel of the pipe a distance of $\frac{1}{8}$ outside diameter of the pipe, minimum of 6 in. measured from the outside of the pipe bell, the bedding shall be brought up to a point slightly (~2") above grade with fine crushed stone. Bell holes shall be formed, a trough scooped out to grade and the pipe laid and jointed as specified. The stone shall then be brought up in uniform layers on either side of the pipe $\frac{1}{2}$ outside diameter of the pipe.
The initial backfill shall consist of granular material (sand, pea gravel, crushed limestone). The material shall be placed on top of the stone and shall be brought up in uniform layers on either side of the pipe to a point 12-in. above the top of the pipe. Density shall be at least 90-percent of maximum density as determined by ASTM D698.
 - 2. HDPE Pipe embedment must meet the following requirements:

Embedment Class "B+" - The embedment consists of fine crushed stone bedding and initial backfill of granular material. After the trench has been cut to a depth below the barrel of the pipe a distance of $\frac{1}{8}$ outside diameter of the pipe, minimum of 6 in. measured from the outside of the pipe bell, the bedding shall be brought up to a point slightly above grade with fine crushed stone. Bell holes shall be formed, a trough scooped out to grade and the pipe laid and jointed as specified. The stone shall then be brought up in uniform layers on either side of the pipe $\frac{1}{2}$ outside diameter of the pipe.
The initial backfill shall consist of granular material. The material shall be placed on top of the stone and shall be brought up in uniform layers on either side of the pipe to a point 12-in. above the top of the pipe. Density shall be at least 90-percent of maximum density as determined by ASTM D698.

3. DIP PVC Pipe embedment must meet the following requirements:
Embedment Class "C+" - This embedment consists of fine crushed stone bedding and initial backfill of granular material. After the trench has been cut to a depth below the barrel of the pipe a distance of $\frac{1}{8}$ outside diameter of the pipe, min. of 6 in. Measured from the outside of the pipe bell, the bedding layer shall be brought up to a point slightly above grade with fine crushed stone. Bell holes shall be formed, a trough scooped out to grade, and the pipe laid and jointed as specified. The stone shall then be brought up in uniform, compacted layers on either side of the pipe $\frac{1}{6}$ outside diameter of the pipe.
The initial backfill shall be granular material and shall be brought up in uniform, compacted layers to a point 6 in. Above the top of the pipe. Density shall be at least 90-percent of maximum density as determined by ASTM D698.
- B) Water distribution lines sized 8-inch diameter and smaller shall have a minimum cover of 36 inches from top of pipe to finished ground surface.
- C) Trenches shall be backfilled to a horizontal plane 6-inches above the top of the pipe and pipe bells with buckshot or Class B+.
 - 1) Pipe bedding and embedment shall be in accordance with embedment in 1.1.12A.
- D) Native material from the trench excavation may be used after the pipe embedment if:
 - 1) The native material contains no rocks larger than 3-inches in diameter or clay lumps larger than 6-inches in diameter.
- E) Topsoil that was removed in the top 6-inches of the pipe shall be stored separately and placed in the top 6-inches of the trench.
- F) All water lines shall be laid at uniform depth, avoiding excessive or dramatic high and low points.
- G) Trench Safety
 - 1) In accordance with various State and US Government laws and regulations, whenever trench excavations exceed a depth of 5-feet, a trench safety system will be required.
 - 2) The trench safety system must be developed and installed to meet the requirements of both State and U.S. government laws and regulations.

1.1.13 Fire Protection Requirements

- A) Fire protection must comply with the Abilene fire flow policy and in no case less than the currently adopted International Fire Code (IFC) requirements.
- B) Fire Hydrants
 - 1) When a fire hydrant is not located in a City of Abilene right-of-way, fire hydrant shall be located in an easement near the waterline in subdivisions.

- 2) The Fire Marshal's Office and the Water Utilities Department shall approve the location of all new fire hydrants.
- 3) Fire hydrant leads shall not exceed 100 feet in length when immediately supplied by a looped line and 150 feet when connected to a dead-end line. The length of a dead-end fire hydrant shall be included in the overall length calculation of the line if supplied by a dead-end line.
- 4) When a fire hydrant is installed on private property, a 10' easement shall be dedicated to the City of Abilene centered on the fire hydrant lead.
- 5) Fire hydrants shall be located at intersections wherever possible.
- 6) Consult Section C-104 of the IFC for requirements on hydrants that may obstruct access during firefighting operations.
- 7) Fire hydrant leads shall be a minimum of 6-inches in diameter and mechanically restrained at the tap/tee and the hydrant.
- 8) Fire hydrants shall be placed at 500-ft spacing maximum.
- 9) A fire hydrant shall be placed at the throat or beginning of each cul-de-sac at the intersecting street when needed.
- 10) On divided highways, fire hydrants shall be placed on each side of the highway wherever possible.
- 11) Fire hydrants shall be installed and maintained with the lowest water outlet between 18- 24 inches above the ground.
- 12) Fire hydrants shall be readily visible from the street and be at least 3 feet from the back of curb.
- 13) No bushes, ground cover over 6-inches in height, or other obstructions shall be placed within a 5-foot radius in all directions of a hydrant or fire department connection.
- 14) Where fire hydrants are placed in a parking lot with no curb protection, steel bollards shall be installed.
 - i) Bollards shall be 4-inch, cement-filled pipe with a minimum of three feet above finished grade and two feet of pipe anchored in concrete below grade.
- 15) No obstructions shall exist within a 3-foot working area of each fire hydrant.
- 16) Fire hydrants shall not be installed on water lines less than 6-inches in diameter.
- 17) Fire hydrants can be painted at the factory or in the field and set level and plumb.
- 18) All fire hydrants shall be painted red.
- 19) If a lead is approved by Abilene, the lead must be C-900 PVC and be one solid piece from the valve to the fire hydrant.

- 20) A suitable support and thrust block will be installed to support the hydrant. The drainage holes will not be blocked by the thrust block or the support.

1.1.14 Bores and Crossings

- A) Only straight pipe alignments for both horizontal and vertical alignments are allowed.
- B) Casing pipe shall be a minimum of 2 nominal pipe sizes larger than the encased pipe.
- C) Steel encasement thickness shall be:

Table 1.2 – Steel Encasement Thickness

Casing Diameter	Minimum Casing Thickness
<16 inches	3/8 inch
≥16 inches	1/2 inch

- D) Steel encasement pipe shall have a minimum yield strength of 35,000-psi.
- E) Manufactured centralizers or spacers must be used at a minimum of 5-foot intervals, with a spacer being located a maximum of two feet from each joint, or as the manufacturer recommends.
- F) Centralizers and spacers shall be as specified on the Abilene Water Utility Approved Parts List (Section 3).
- G) For bores in excess of 100-feet, approved fused or restrained-joint pipe shall be used.
- H) Slick boring or directional drilling without encasement shall be considered on a case-by-case by the Water Utilities Department.
- I) Care shall be taken to minimize the annular space between the cased or uncased pipe and the earthen walls of the bored hole. Annular space that consistently exceeds 1-inch and/or reasonably poses a hazard to the integrity of structures above shall be injection grouted.
- J) Highway and Railway Crossings
 - 1) All bores will conform to the requirements of the entity that controls the roadway where the work is taking place (TXDOT, County, or City).
 - 2) All bore encasement pipe sizes will be determined in Table 1.3.
 - 3) The exterior of the pipe will be coated in accordance with the latest revision to AWWA Standard C203 or AWWA Standard C214.

Table 1.3 - Bore Encasement Pipe Sizes

Material	Nominal Pipe Diameter (inches)	Minimum Trench Width (inches)	Steel Encasement Diameter (inches)	PVC Encasement Diameter (inches)
PVC	4	18	10	10 SDR 26
PVC	6	21	12	12 SDR 26
PVC	8	24	14	15 SDR 26
PVC	10	27	16	18 PS 46
PVC	12	30	20	21-PS 46
PVC	16	36	24	24-PS 46
D.I.	8	24	14	12 SDR 26
D.I.	10	27	16	18 PS 46
D.I.	12	30	20	21 PS 46
D.I.	14	33	22	21 PS 46
D.I.	16	36	24	24 PS 46
D.I.	18	39	26	27 PS 46
D.I.	20	42	28	27 PS 46
D.I.	24	48	32	30 PS 46
D.I.	30	57	34	36 PS 46

K) All bore encasement pipes will be a minimum internal diameter 4-inches greater than the outside diameter of the nominal pipe.

- 1) PVC encasement pipe shall be SDR-26 PVC pipe.
- 2) All gaskets must be installed.
- 3) HDPE encasement pipe must at minimum DR 13 (128 psi).

L) All pipe bores shall also meet the following criteria:

- 1) The top of the casing will be a minimum of 60-inches below the lowest surface elevation under pavement.
- 2) The pipe will be separated from the casing by spacers and installed in accordance with the recommendations of the manufacturer.
- 3) The ends of the casing will be sealed with end seals installed in accordance with the manufacturer's recommendations, or poly wrap.
- 4) The encasing pipe will not be sloped more than 1/8-inch per foot of casing.
- 5) No open cuts will be made on State Roads within 12-feet of paved surfaces unless written authorization is received from the Texas Department of Transportation.
- 6) Open cuts for railroads must be shown on the plans.

M) Driveway Crossings

- 1) Paved driveways may be bored or open cut.
- 2) The top of casing will be a minimum of 36-inches below the lowest surface elevation.

- 3) The maximum depth below the lowest point will be 60-inches unless otherwise approved by the Department.
- 4) If a bore is longer than one pipe joint, then the pipe will be separated from the casing by plastic or poly spacers installed in accordance with the recommendations of the manufacturer and contain spacers.
- 5) The encasing pipe will not be sloped more than 1/8-inch per foot of casing.

N) Service Lines

- 1) All pipe bores or road crossings for service lines 1-inch or smaller in diameter shall conform to the following criteria:
 - i) All piping for service line road bores and road crossings for single or dual meter sets will be as specified on the Abilene Water Utility Approved Parts List (Section 3).
 - ii) Services lines can be installed by slick bore.

O) Gas Line Crossings

- 1) All proposed water lines crossing gas lines easements will be encased.
- 2) If an encroachment agreement is needed then the design engineer shall acquire such agreement and furnish a copy to the Department.
- 3) Typical Abilene encasement standards and procedures will be followed.

1.1.15 Abandonment of Water Lines

- A) When a water line is to be abandoned, allowances shall be made so that existing and new water lines may be in service simultaneously, thereby providing a means for transferring customers' service from the old line to the new line with minimal interruption.
- B) If the construction of a proposed line necessitates the abandoning of the existing line prior to the new line's placement into service, provisions for providing temporary services must be addressed.
- C) On lines to be abandoned, the design engineer shall note locations of "cut and plug" as close as possible to the line that remains in service.
- D) Unless approved otherwise, all abandoned water lines under pavement and structures shall be plugged.
- E) Fire hydrants, valves, and other fittings located on lines to be abandoned shall be removed and delivered to Abilene.

1.2 Disinfection

1.2.1 General

- A) The water distribution system shall be disinfected with chlorine before acceptance or domestic operation. The chlorinating material shall conform to the requirements of AWWA B 300-10.

1.2.2 Taps For Disinfection

- A) If a water service tap is not installed on a distribution main within 1000-feet of line length, a tap will be installed so that no length of pipe run will be greater than 1000-feet without a tap.
- B) All taps installed for disinfection that are not used for metered service connections shall be properly plugged at the main.

1.2.3 Chlorination – Distribution and Transmission

- A) The amount and method of chlorination shall be in accordance with current TCEQ requirements and AWWA C651 methods. In case of conflicting requirements, TCEQ Chapter 290 shall govern.
- B) The initial free chlorine residual must be equal to or above 25 mg/L and be equal to or above 10 mg/L after a 24-hour hold time.
- C) A City of Abilene Water Utility representative must be present to observe all chlorine residual testing.

1.2.4 Testing

- A) The Contractor shall collect bacterial samples for every 1000-feet of line installation according to TCEQ Chapter 290 Rules.
- B) Water quality sampling stations may be required at the start of a new subdivision as described above (1.2.2 B).
 - a. If continuous chlorine injection is used, sampling stations shall be installed at the initial chlorine injection points.
 - b. Sampling stations shall be installed per Abilene Standards.

1.3 Pressure Testing

1.3.1 General

- A) Unless otherwise specified, hydrostatic pressure tests will be made as directed by the Department and under direct supervision.
- B) Pressure during the testing of the lines shall be raised to 1.5 times the working pressure or 150 PSI, whichever is greater and that pressure will be maintained for a period not less than 4 hours.
- C) The test will be managed such that no more than 50-feet elevation difference occurs on the segment tested.

1.3.2 Leakage Limits

A) No piping installations will be accepted until or unless the leakage is less than:

$$L = \frac{S \times D \times \sqrt{P}}{148,000}$$

Where:

L = allowable leakage (gallons per hour)

S = length of pipe tested (feet)

D = nominal pipe diameter (inches)

P = average test pressure (psi)

Section 2 - Sanitary Sewer Design Standards

2.1 General Design Criteria

2.1.1 Rules and Regulations

- A) All sanitary sewer design shall conform to 30 TAC §217: Design Criteria for Domestic Sanitary sewer System, AWWA Standards, current city ordinances, and the City of Abilene Sanitary Sewer Design Standards. These rules do not supersede or replace any other state statutes or local or federal requirements such as EPA requirements or Occupational Safety and Health Administration (OSHA) requirements.

2.1.3 Minimum Pipe Sizes

- A) The minimum pipe diameter for any gravity collection main shall be 8-inches.
- B) A 6-inch gravity sanitary sewer main may be permitted when justified by hydraulic analysis, anticipated service demands, and future extension considerations, subject to City approval.

2.1.4 Depth of Cover

- A) The depth of cover is measured from the top of the pipe to the natural or finished ground surface grade.
- B) Collection mains shall have a minimum depth of cover of 36 inches.

2.1.5 Bores and Road Crossing

- A) All bores will follow the guidelines set forth by the entity that governs the ROW i.e. TXDOT, or City of Abilene. Bores and encasement shall follow requirements outlined in Abilene Specifications.

2.1.6 Pipe Material

- A) All sewer pipes shall be SDR 35 PVC (ASTM D 3034), unless the following applies:
 - 1) The depth of cover from final grade to the top of the pipe is 10-feet or greater. In such cases SDR 26 PVC (ASTM D 2241) shall be used.
 - 2) When a potable water line cannot maintain a 9-foot separation, SDR 26 PVC (ASTM D2241) shall be used in accordance with 30 TAC § 217.

2.1.7 Design Flow

- A) The design of the sanitary sewer system shall be based on the following:
 - 1. For new developments, the mains shall be designed for the estimated future population (based on the full build out of the development) to be served with a

- four (4) times peaking factor or based on the masterplan, whichever is more conservative.
2. Minimum flow capacity for sizing of sewer mains for peak flow conditions shall use the design criteria within Table 2.1.

Table 2.1 – Design Criteria

Design Criteria	Design Value	Units
Average Daily Flow	100	Gpcd
Peak Factor, 2-hour flow, <0.5 MGD	4	-
Peak Factor, 2-hour flow, >0.5 MGD	3	-
Capita per Household (Single Family)	3.2	Persons
Capita per Household (Multi-Family)	2.5	Persons

3. Minimum residential population density shall be figured on a basis of 6 houses per acre, and 70 percent of total land area developed as residential, unless a detailed analysis of the area to be served indicates differently.
4. Design flow for development other than residential use shall be based on TCEQ requirements or as directed by the Water Utilities Department.

2.1.8 Slope Requirements and Hydraulic Design

- A) All sanitary sewer collection mains must contain slope sufficient to allow a velocity when flowing full not less than 2ft/sec and no greater than 10 ft/sec. The slopes shown in Table 2.2 adhere to the rules set forth in 30 TAC §217.53.

Table 2.2 - Slopes

Size of Pipe (inches)	Minimum Slope (%)	Maximum Slope (%)
6	.50	12.35
8	.33	8.4
10	.25	6.23
12	.20	4.88
15	.15	3.62

- B) Manning's coefficient for design purposes shall be $n=0.013$ for PVC pipe.
- C) Manhole inverts shall be designed in such a manner that the energy gradient is consistently falling in the direction of flow.

2.1.9 Excavation and Embedment

- A) The trench shall be generally straight with a minimum trench width as specified in Table 2.3. Pipe joint deflection may be used provided the deflection does not exceed 80% of the manufacturer's maximum allowable joint deflection or

applicable TCEQ requirements. All joint deflections shall be measured and approved by the City Inspector prior to backfilling.

- B) The embedment shall be buckshot, bin-10, or approved equal.
- C) When there is a crossing or parallel run of sewer service pipe within 9-feet of a potable water line, the rules and procedures in the following subchapter 2.1.9 will dictate how the embedment shall be.
- D) Native material from the trench excavation may be used after the specified embedment with no rocks larger than 3 inches in diameter or clay lumps larger than 6 inches in diameter allowed.

Table 2.3 – Trench Width

Pipe Diameter (inches)	Minimum Trench Width (inches)
4	18
6	21
8	24
10	27
12	30
15	33

2.1.10 Separation from Potable Water Lines

- A) Separation distance shall be in accordance with 30 TAC §217.

2.1.11 Manhole Design

A) Location

- 1) Manholes shall be placed at:
 - i) all points of changes in pipe alignments, grade, and pipe size
 - ii) at any intersection of collection mains.
 - iii) A manhole placed at the end of a sanitary sewer collection system pipe that may be extended in the future must have a full joint of pipe stubbed out for future use with a cap or plug that ensures a watertight seal.
 - iv) Any location where a 6-inches or greater service line is being connected to a collection main.

B) Spacing

- 1) Manhole spacing shall not exceed the distance specified in the following table from 30 TAC §217.55(g):

Table 2.4 – Manhole Spacing

Pipe Diameter (in)	Max. Manhole Spacing (ft)
6-15	500
18-30	800

C) General Manhole Design and Specifications

- i) All manholes shall meet the requirements specified in ASTM D3753 for Standard Specification for Fiberglass Manholes and Wetwells.
- ii) If a concrete manhole is approved by the City of Abilene Water Utilities Department, manholes will meet all requirements specified in 30 TAC §217.55.
 - a) Manholes shall be pour in place concrete or precast concrete.
- iii) All drop manholes shall have an inside diameter of 60". The foundation of the manhole shall be 3/4" washed rock at a depth of no less than 12".
- 1) Drop connections shall be used when the flowline of the influent pipe is 24" higher than the flowline of the effluent pipe. An outside drop will be used when the influent pipe is 8" in diameter or larger.
 - i) For connections 6" in diameter or smaller the Standard Detail, for an inside drop connection, will be used. For inside and outside drop connections, see the City of Abilene Standard Detail Drawings.
- 2) When there is an invert intersection at the bottom of the manhole, the City of Abilene Standard Detail Drawings will be used to ensure continuity of flow.

D) Liners and coatings

- 1) All approved concrete manholes must have an approved interior lining applied and on a case-by-case basis may also be required to have an approved exterior coating to prevent corrosion, degradation and infiltration. All coatings and linings applied will follow the specific product application instructions from the manufacturer. The list of approved coatings/linings are listed below:
 - i) Exterior Coating
 - a) Sherwin Williams HI-MIL SHER-TAR® EPOXY B69B40 (recommended thickness: 20 mils)
 - b) Tnemec® Hi-Build Tnemec-Tar series 46H-413 (Recommended thickness: 16-20 mils)
 - c) Blackhawk Liquid Asphalt Coating BH5011(recommended coverage:1 gallon per 300sqft)
 - ii) Interior Lining (to be utilized when concrete manholes are approved)
 - a) Sherwin Williams DURA-PLATE® 6100 High Performance Epoxy (recommended thickness: 100-125 mils)
 - b) Tnemec® Perma-Glaze Series 435 (recommended thickness: (40-80mils)
 - c) ErgonArmor SG2500 Series Epoxy (recommended thickness: (80-125 mils)

2.2 Sanitary Sewer Lateral Service

2.2.1 Lateral Taps and Tees at the Main

- A) Wyes shall be used to connect laterals to the main.
- B) All sewer service connections shall have a minimum slope that meets private plumbing requirements.
- C) Where a 6" or greater service line connects to a gravity sewer main, a manhole shall be installed.
- D) No lateral connections shall be made to the sanitary sewer line at the "12 o'clock" position. All lateral connections shall clearly indicate which side of the sanitary sewer line it was installed from.

2.3 Inspection and Testing

2.3.1 General

- A) All materials and workmanship and all equipment required shall be tested and inspected.
- B) All testing will follow 30 TAC §217.57 (testing requirements for gravity collection pipes) and in §217.58 (testing requirements for manholes).

2.3.2 Required Testing for Gravity Collection Pipes

- A) The test listed below must conform to the following requirements:
 - 1) Low-Pressure Air Test
 - i) A low-pressure air test must follow the procedures described in American Society for Testing and Materials (ASTM F 1417). The testing times listed are in Table 2.5 from Figure: 30 TAC §217.57(a)(1)(C).

Table 2.5 – Low-Pressure Air Test

Pipe Diameter (inches)	Minimum Time (seconds)	Maximum Length for Maximum Time (feet)	Time for Longer (seconds/foot)
4	226	597	.380
6	340	398	.855
8	454	298	1.520
10	567	239	2.374
12	680	199	3.419
15	850	159	5.342

- ii) For sections of collection system pipe with an average inside diameter less than 36-inches, the following procedure applies.
 - a) A pipe must be pressurized to 3.5 pounds per square inch (psi) gauge. If groundwater is present, then a pipe must be pressurized to

3.5-psi gauge greater than the pressure exerted by groundwater above the pipe.

- b) Once the pressure is stabilized, the minimum time allowable for the pressure to drop from 3.5-psi gauge to 2.5-psi gauge is computed from the following equation:

$$T = \frac{(0.085 \times D \times K)}{Q}$$

Where:

T = time for pressure to drop 1.0 pound per square inch gauge in seconds

K = $0.000419 \times D \times L$, but not less than 1.0

D = average inside pipe diameter in inches

L = length of pipe line, in feet

Q = rate of loss, 0.0015 cubic feet per minute per square foot internal surface

- iii) Since a K value of less than 1.0 may not be used, the minimum testing time for each pipe diameter is shown in the above Table 2.5.
- iv) The Abilene inspector may stop a test if no pressure loss has occurred during the first 25% of the calculated testing time.
- v) If any pressure loss or leakage has occurred during the first 25% of a testing period, then the test must continue for the entire test duration as outlined above or until failure of the test.
 - a) If a gravity collection system pipe is composed of flexible pipe, deflection testing is also required.
 - b) For a collection system pipe with an inside diameter less than 27 inches, deflection measurement requires a rigid mandrel.

2) Mandrel Test

- i) A rigid mandrel must have an outside diameter not less than 95% of the base inside diameter or average inside diameter of a pipe, as specified in the appropriate standard by the ASTM, American Water Works Association, UNI-BELL, or American National Standards Institute.
- ii) If the mandrel diameter is not specified in the standard used in clause (i) of this subparagraph, the mandrel must have an outside diameter equal to 95% of the inside diameter of a pipe. In this case, the inside diameter of the pipe, for the purpose of determining the outside diameter of the mandrel, must equal the average outside diameter minus two minimum wall thicknesses for outside diameter controlled pipe and the average inside diameter for inside diameter controlled pipe.
- iii) All mandrel dimensions must meet the standard used in the following:
 - a) A mandrel must be constructed of a metal or a rigid plastic material that can withstand 200 psi without being deformed. Adjustable or flexible mandrels are prohibited.
 - b) A mandrel must have an odd number of runners or legs.

- c) A mandrel must have nine or more runners or legs.
- d) The length of the mandrel's barrel section must equal at least 75% of the inside diameter of the collection system pipe.
- e) Each mandrel size must use a separate proving ring.
- iv) Method Options
 - a) An owner may not use television inspection as a substitute for a deflection test.
 - b) A deflection test shall not be conducted until at least 30 days after the final backfill is completed.
 - c) Collection system pipe deflection must not exceed 5%.
 - d) If a pipe section fails a deflection test, the contractor shall correct the problem immediately and then must conduct a second test after the final backfill has been in place for at least 30 days.
 - e) A contractor shall not use any mechanical pulling devices during deflection testing.
 - f) A contractor shall include a certification in the notice of completion required in 30 TAC §217.14 (relating to Completion Notice), that the collection system passed the deflection tests.

3) Camera Inspection

- i) The camera inspection may be completed by the Contractor or by City of Abilene. When City performs the work, the Contractor shall coordinate with the City to schedule the work and provide adequate advance notice. Scheduling shall be subject to City personnel availability and operational priorities.
- ii) The Contractor shall furnish all labor, materials, equipment, and incidentals to provide the televising in standard video, recorded in MPEG-1 format and written to MP4 video, of sewer line and manholes utilizing a color, closed-circuit television inspection unit to determine their condition.
- iii) The video shall include an inclinometer, visible on the video being viewed, noting the slope of the line being televised.
- iv) After completion of the work specified in the contract documents, and prior to placement of the final course of asphalt or other final surfaces, the newly constructed or rehabilitated sanitary sewer line shall be televised immediately upon cleaning.
- v) Any abnormalities such as, but not limited to, misaligned joints, cracked/defective pipe, and rolled gaskets, shall be repaired by the Contractor solely at their expense.
- vi) Sections requiring repair shall be re-televised to verify the condition of repair.
- vii) No additional compensation shall be provided for all needed repairs, re-cleaning, or re-televising efforts.
- viii) The Contractor shall provide a copy of the recording of the televised system for review and approval by the Inspector. If the Contractor provides a MP4 of poor quality that cannot be properly evaluated, the Contractor shall re-televising and provide a MP4 of good quality at no

additional cost to Abilene. If the Contractor cannot provide a MP4 of good quality that can be reviewed by Abilene, then Abilene may elect to televise the line at the Contractor's expense.

- ix) The television unit shall have the capability of displaying in color, on a USB flash drive with pipe inspection observations of pipe defects, sags, points of root intrusion, offset joints, service connection locations, and any other relevant physical attributes. Each USB shall be permanently labeled with the following:
 - a) Project name
 - b) Date of television inspection;
 - c) Station-to-station location and size of sanitary sewer
 - d) Street/easement location;
 - e) Name of Contractor;
 - f) Date USB submitted;
 - g) USB number;
 - h) Abilene Inspector Name.
- x) The Contractor shall provide a written log for each completed segment of MP4 sewer line describing the section being televised, flow and camera direction, the position of service connections, description and location of failures, pipe condition, weather conditions, and other significant observations.
- xi) The television inspection equipment shall have an accurate footage counter which displays on the monitor the exact distance of the camera from the center of the starting manhole. A camera with rotating and panning lens capabilities is required. The camera height shall be centered in the conduit being televised. The speed of the camera through the conduit shall not exceed 40 feet per minute.
- xii) The Contractor shall be required to have all materials, equipment, and labor force necessary to complete all videotaping on the job site prior to isolating the sewer manhole segment and beginning videotaping operations.
- xiii) Proper Television Inspection Procedures
 - a) Prior to the television inspection, the sewer line will be cleaned properly to ensure a clear picture of the pipe. Before inspection, there will be water poured into the manhole with the highest flowline elevation. The minimum amount of water needed can be figured using the following formula: $(D^2 \times .0408 \times L) / 2$
 - D=nominal diameter of pipe
 - L=length of pipe being tested
 - b) There is a zero tolerance for standing water in any size sewer line being inspected.
 - c) Television inspection shall be done one section between two manholes at a time.
 - d) The Contractor shall not be allowed to float the camera. If the length of sewer line cannot be televised because of obstructions, the Contractor shall clean the system as is necessary. If, in the opinion

of the Inspector, the obstruction is attributed to a collapsed line or pipe deflection, televising shall be suspended, and the remaining televising of the sewer line shall be continued upon successful correction of the blockage by the Contractor at his expense. No additional payment shall be made for additional setups required due to obstructions encountered during televising. No lateral connections shall be made to the sanitary sewer line at the "12 o'clock" position. All lateral connections shall clearly indicate which side of the sanitary sewer line it was installed from.

- e) The Contractor is solely responsible for any damage of sewer lines as a direct result of televising operations. Damage repairs shall be the responsibility of the Contractor. The method(s) used for securing passage of the camera are at the discretion of the Contractor, and as approved by the Inspector. No sanitary sewer line televising shall commence until all pertinent permits or required approvals have been obtained by Contractor.
- f) No separate and/or additional payment will be made for any excavation, man entry, or any other method which may be required to retrieve video equipment that may have been hung up, destroyed, and/or lost during the operation

2.3.3 Required Testing for Manholes

- A) All tests must conform to rules and requirements in 30 TAC §217.58.
- B) Each manhole shall be tested, after assembly and before backfilling, using a vacuum test or a hydrostatic test.
- C) Each manhole must be tested separately and independently from the collection system pipes.
- D) Texas/Vacuum Test
 - 1) To perform a vacuum test, the contractor shall plug all lift holes and exterior joints with a non-shrink grout and plug all pipes entering a manhole.
 - 2) Grout may not be placed in horizontal joints before testing.
 - 3) Stub-outs, manhole boots, and pipe plugs must be secured to prevent movement while a vacuum is drawn.
 - 4) The contractor shall use a minimum 60-inch/lb torque wrench to tighten the external clamps that secure a test cover to the top of a manhole.
 - 5) A test head must be placed at the inside of the top of a cone section, and the seal must be inflated in accordance with the manufacturer's recommendations.
 - 6) There must be a vacuum of 10-inches of mercury inside a manhole to perform a valid test.
 - 7) A test does not begin until after the vacuum pump is off.
 - 8) Once the vacuum is stable at 10-inches of mercury, the time for the vacuum to drop to 9 inches of mercury shall not be less than the time indicated in Table 2.6.

Table 2.6 – Vacuum Drop Minimum Time

Depth of MH (feet)	Manhole Diameter		
	48"	60"	72"
	Minimum Time Required (min:sec)		
0-20	0:40	0:50	1:00
22	0:44	0:55	1:06
24	0:48	1:00	1:12
26	0:52	1:05	1:18
28	0:56	1:10	1:24
30	1:00	1:15	1:30

- E) The owner may require manhole testing that meets the requirements of ASTM C 1244

Section 3 - Variance Requests

Variance requests must be submitted in writing and include:

- The specific standard(s) requested for variance
- The justification for the request
- Technical data or drawings supporting the alternate design
- Statement of how the variance does not compromise safety, reliability, or future maintenance
- Signature of the Design Engineer of Record

The Water Utility Director or designee will provide written a response. Approval of one variance does not serve as precedent for future similar requests.

Section 4 - Approved Parts List

Abilene Water Utility Approved Parts

CARRIER PIPE					
DESCRIPTION	AWWA/ASTM	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
PVC	C-900	VARIOUS	235 PSI DR 18	4"-14"	CARRIER PIPE FOR TYPICAL WATER LINES
DUCTILE I.P.	AWWA C 151	AMERICAN, MCWANE, U.S. PIPE	MINIMUM PRESSURE CLASS BY DIAMETER	4"- 36"	PIPE SHALL BE FULLY MANUFACTURED IN THE USA INCLUDING CASTING, LINING, COATING AND TESTING.
HDPE POLY PIPE	AST D2737 (CTS)	VARIOUS	SDR-9/250 PSI	1"-2"	FOR SERVICE CROSSINGS
COPPER	ASTM B88	VARIOUS	TYPE K SOFT COPPER	¾"-1"	FOR SERVICES
RESTRAINED PVC JOINT	C-900	WESTLAKE		4"-14"	CERTA-LOK
	C-900	DIAMOND PLASTICS	LOK-21/235 PSI (DR-18)	4"-14"	DIAMOND LOK PVC
PE TUBING	DR-9	VARIOUS		¾"-2"	SERVICE LINES

ENCASEMENT PIPE					
DESCRIPTION	AWWA/ASTM	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
PVC AND HDPE ENCASEMENT FOR WATER LINES	ASTM D 1785/3034	VARIOUS	SDR-35/PS46	10"—36"	
STEEL CASING FOR WATER LINE AND SERVICES		VARIOUS	3/8" THICK / 35,000 PSI	VARIOUS	

CASING SPACERS AND END SEALS				
DESCRIPTION	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
CASING SPACERS	RACI		8"-15"	
	BWM	KC-3	3"	FOR 3" SDR-21 through 6" SDR-35 CASING
	VARIOUS	STAINLESS STEEL/PVC/POLY	4"-16"	
END SEALS	RACI	ESPANIT/TYPE C		

CORPORATION STOPS					
DESCRIPTION	AWWA/ASTM	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
CORPORATION FOR LONG SIDE DUAL	AWWA C800/ASTM B584	FORD, MUELLER	FORD: F1000-4-NL MUELLER: B- 25008N	1"	"CC" THREADS X CTS
CORPORATION FOR LONG SIDE SINGLE					
CORPORATION FOR SHORT SIDE DUAL					
CORPORATION FOR SHORT SIDE SINGLE		FORD, MUELLER	FORD: F100-3-NL FORD: F1000-4-NL MUELLER: B- 25008N	3/4"-1"	"CC" THREADS X CTS
CORPORATION FOR SHORT SIDE SINGLE		FORD	FORD: F1000-6-NL FORD: F1000-7-NL	1.5"-2"	

CURB STOPS					
DESCRIPTION	AWWA/ASTM	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
	AWWA C800/ASTM B584	FORD	B11-333W-NL B11-444W-NL	¾"-1"	"CC" THREADS X CTS
		MUELLER AY MCDONALD			
		FORD	BF43-666W-NL	1.5"	"CC" THREADS X CTS
		FORD	BF43-777W-NL	2"	

TEES					
DESCRIPTION	AWWA/ASTM	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
TEE FOR LONG SIDE DUAL	AWWA C800/ASTM B584	FORD	Y44-244—NL Y44-264--NL Y44-274--NL	1" 1.5" 2"	CTS OUTLETS

ANGLE STOPS/CUT OFFS					
DESCRIPTION	AWWA/ASTM	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
STANDARD ANGLE STOP	AWWA C800/ASTM B584	FORD	BA43-232-WR-G-NL BA43-444-WR-G-NL	¾" 1"	MUST INCLUDE WINGLOCK AND 360 DEGREE TEE-HEAD ROTATION
			FV43-666W-NL FV43-777W-NL	1.5" 2"	MUST INCLUDE WINGLOCK AND 360 DEGREE TEE-HEAD ROTATION
IN-LINE BALL VALVE CURB STOP			B11-777-WR-NL	2"	CUSTOMER CUT-OFF FOR 2" METER ASSEMBLIES

BRASS COUPLINGS					
DESCRIPTION	AWWA/ASTM	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
COUPLING	AWWA C800/ASTM B 584	FORD	C44-33-NL	¾" X ¾"	CTS X CTS
			C44-34-NL	¾" X 1"	CTS X CTS
			C44-44-NL	1" X 1"	CTS X CTS
			C44-66-NL	1.5"	CTS X CTS
			C44-44-G-NL	2"	CTS X CTS
COUPLING	AWWA C800/ASTM B 584	AY McDonald	74758-22	¾" X ¾"	CTS X CTS
				¾" X 1"	CTS X CTS
				1" X 1"	CTS X CTS
				1.5"	CTS X CTS
				2"	CTS X CTS

METER BOXES				
DESCRIPTION	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
STANDARD PLASTIC BOX, OVERLAPPING METER LID W/ AMI PUNCH OUT	DFW	DFW1324WBC-12 BODY	14"X19"X12"	FOR 5/8", ¾", and 1" METERS
TRAFFIC-RATED POLYMER METER BOX WITH ACLARA ATTL MOLDED RECESS & CITY LOGO		DFW65C-14-AF1MF	27"X17"X12"	FOR 1.5" and 2" METERS

METERS				
DESCRIPTION	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
ULTRASONIC	MASTER METER BADGER	WIRED SONATA AND NICOR; E-SERIES	$\frac{5}{8}$ " X $\frac{3}{4}$ " & $\frac{3}{4}$ "	
ULTRASONIC		WIRED SONATA AND NICOR; E-SERIES	1"	
ULTRASONIC		WIRED SONATA AND NICOR; E-SERIES	1.5" - 2"	
ULTRASONIC	MASTER METER BADGER	OCTAVE E-SERIES	3"-4"	
ULTRASONIC	MASTER METER BADGER	OCTAVE M-5000	6" AND LARGER	

TRACER WIRE/TRACER BOX				
DESCRIPTION	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
TRACER TAPE	3M	EMS PATH MARKING TAPE		UP TO 4' DEEP BLUE FOR WATER GREEN FOR SANITARY SEWER

GATE VALVES					
DESCRIPTION	AWWA/ASTM	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
RESILIENT WEDGE	AWWA C509, C515	M&H	SYLE 4067	4"-20"	SQUARE NUT, COUNTER- CLOCKWISE OPEN
		CLOW	F6100,F6102,F5106		
		MUELLER	A-2360		
		AMERICAN FLOW CONTROL	SERIES 2500		
VALVE STEM EXTENSION		TEXAS WATER PRODUCTS		24"-72"	SIZE OF THE EXTENSION MAY VARY BASED ON THE GRADE
VALVE BOX	ASTM 48A, CLASS 30	BISON		22"-72"	5.25" I.D.

DUCTILE IRON FITTINGS				
DESCRIPTION	AWWA/ASTM	MANUFACTURER	SIZE	COMMENTS
DUCTILE IRON FITTINGS CEMENT MORTAR LINING	AWWA C153, CEMENT MORTAR LINING AWWA C104	VARIOUS	3"-30"	BITUMINOUS EXTERIOR COATING

RESTRAINT GLANDS					
DESCRIPTION	AWWA/ASTM	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
PVC JOINT RESTRAINT	AWWA C111/ASTM F1674	STAR PIPE	STARGRIP SERIES 4000	3"-30"	
		EBAA	MEGALUG SERIES 2000PV		
		SIGMA		3"-64"	
		TYLER UNION	SERIES 2000 TUFGRIP™	3"-36"	

FIRE HYDRANTS				
DESCRIPTION	AWWA/ASTM	MANUFACTURER	MODEL/TYPE	COMMENTS
FIRE HYDRANTS	AWWA C502	EAST JORDAN		MUST BE PAINTED RED. IF IN AN AREA WITH NO AVAILABLE FIRE FLOW THE HYDRANT MUST BE BLACK ANSI/AWWA C502 COMPRESSION TYP, 150 WORKING PRESSURE TRAFFIC MODEL, AND DRY TOP
ADAPTER		HYDRA-SHIELD	HST 5.0-4.5NH	

TAP SADDLES/SLEEVES					
DESCRIPTION	AWWA/ASTM	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
BRASS DOUBLE BAND TAP SADDLE	AWWA C800	FORD		¾" - 2"	
STAINLESS STEEL DOUBLE BAND TAP SADDLE	AWWA C800	SMITH-BLAIR; ROMAC; SMITH AND POWERSEAL	STYLE 317	1" - 2"	1" - "CC" THREADS, 2" – "CC" THREADS
STAINLESS STEEL DOUBLE BAND TAP SLEEVE	AWWA C223		STYLE 663	4" OR LARGER	COATED STAINLESS STEEL AND FLANGED OUTLET

AUTOMATIC FLUSHING STATIONS					
DESCRIPTION	AWWA/ASTM	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
	AWWA C651-14	KUPERFERLE	ECLIPSE #9800	1", 2"	

VAULTS					
DESCRIPTION	AWWA/ASTM	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
Double Check Backflow Preventer	ASTM A615	Park	DDBP	3", 4", 6", 8", 10", and 12"	
Double Check Backflow Preventer	ASTM A615	Aqua Vault			
Double Check Backflow Preventer	ASTM A615	Turner			

MANHOLES					
DESCRIPTION	AWWA/ASTM	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
Fiberglass	ASTM D3753			48" Min.	
Poo Pit	ASTM D1784	QuickStream			Coordinate with Water Eng. Dept

MANHOLE LIDS					
DESCRIPTION	AWWA/ASTM	MANUFACTURER	MODEL/TYPE	SIZE	COMMENTS
Composite		EJ	DUROSTREET	30" Min.	
			DUROWALK	30" Min.	
		CAP	CAP ONE	30" Min.	

Adoption of Water Utility Design Standards





Adoption of Water Utility Design Standards

The standards establish uniform requirements for:

- Water distribution infrastructure
- Sanitary sewer infrastructure
- Approved materials and products
- Construction practices
- Testing and inspection requirements
- Utility installation details

Designed to improve consistency, constructability, reliability, and long-term maintainability.





Adoption of Water Utility Design Standards

Local Engineering Review and Support:

- Draft standards sent to local consulting engineering firms that routinely perform development work in the City
- Water Utilities held meetings with engineering firms to review and discuss comments
- Staff evaluated feedback and made revisions where appropriate
- Comments incorporated when consistent with City operations, long-term maintenance needs, and accepted municipal utility practices





Adoption of Water Utility Design Standards

Benefits of the Standards:

- Establishes consistent utility construction requirements
- Improves long-term system reliability
- Supports future growth and development
- Enhances maintainability and operational efficiency
- Reduces future maintenance and repair issues
- Improves infrastructure quality and consistency
- Provides clear expectations for developers and consultants
- Creates a centralized utility design reference document

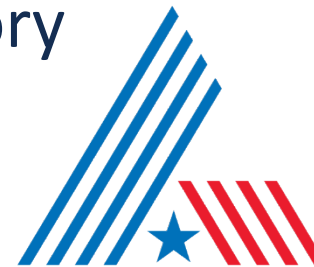




Adoption of Water Utility Design Standards

Implementation and Future Updates:

- Grandfather period: plans submitted before January 1, 2027 are not subject to the new standards
- Plans submitted on or after January 1, 2027 will be reviewed under the adopted standards
- The standards are intended to remain a living document
- Director may approve updates to address regulatory changes, new technologies, operational needs, lessons learned, and material availability



CITY OF
ABILENE
T E X A S

Adoption of Water Utility Design Standards

QUESTIONS?





**CITY COUNCIL
MEMORANDUM
8/13/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **12. Ordinance (Final Reading) CUP-2026-11: 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 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? Yes

UPDATED ON: 8/11/2026

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

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°51' 19"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°51' 49"W a distance of 98.0' 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.



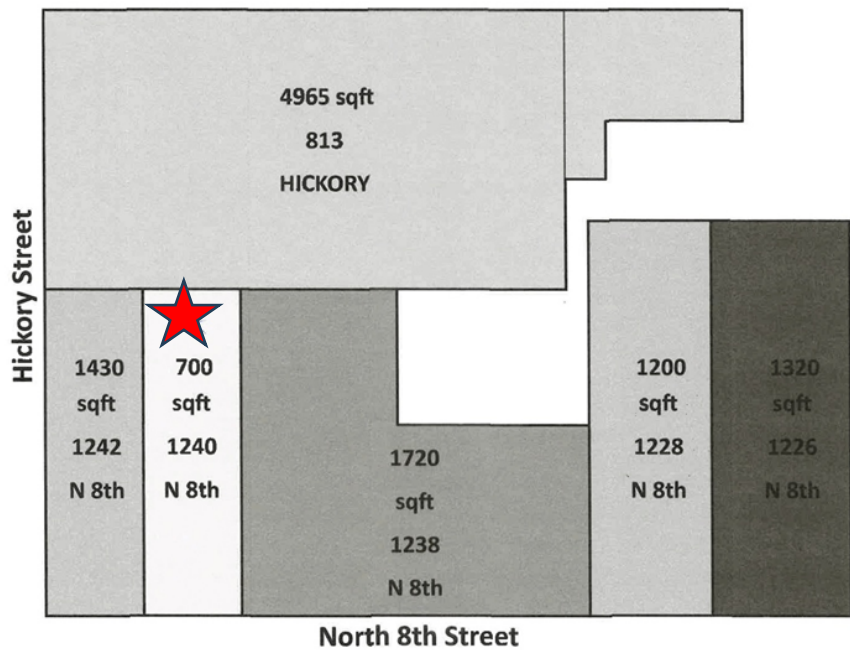
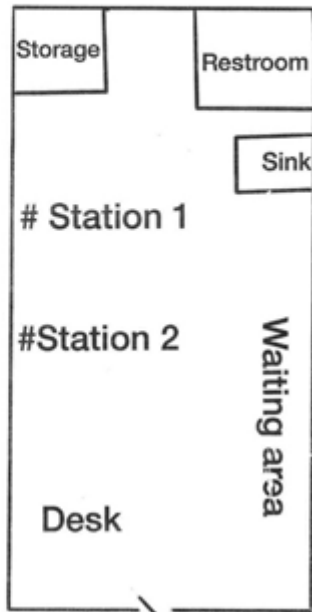
Located at 1240 N 8th Street.

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



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

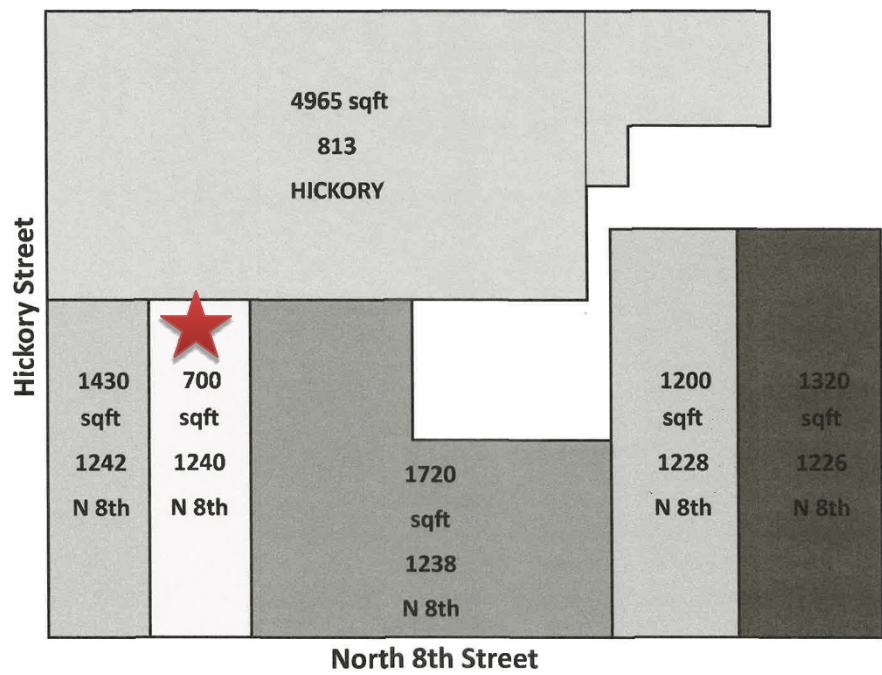
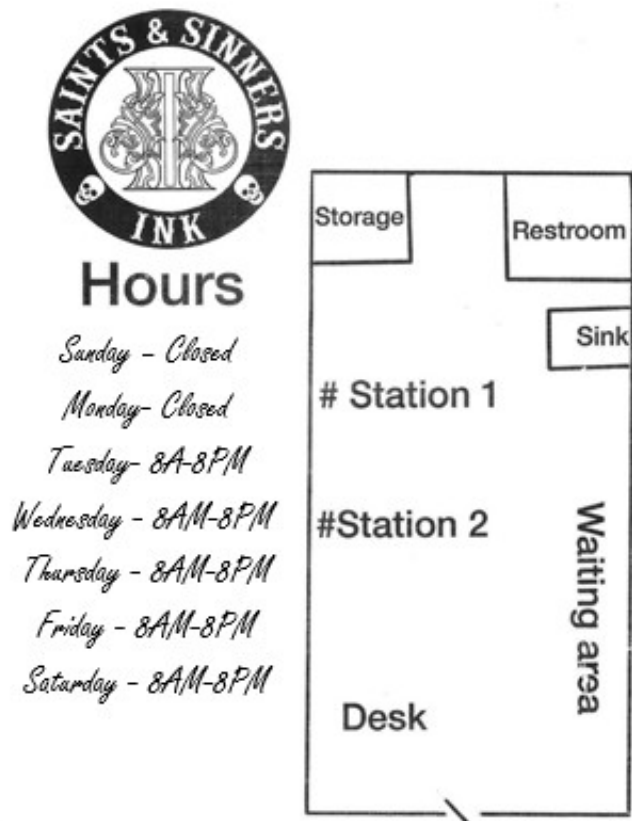
Legend: O - Opposed, F - In Favor

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



LOCATION MAP



Legend

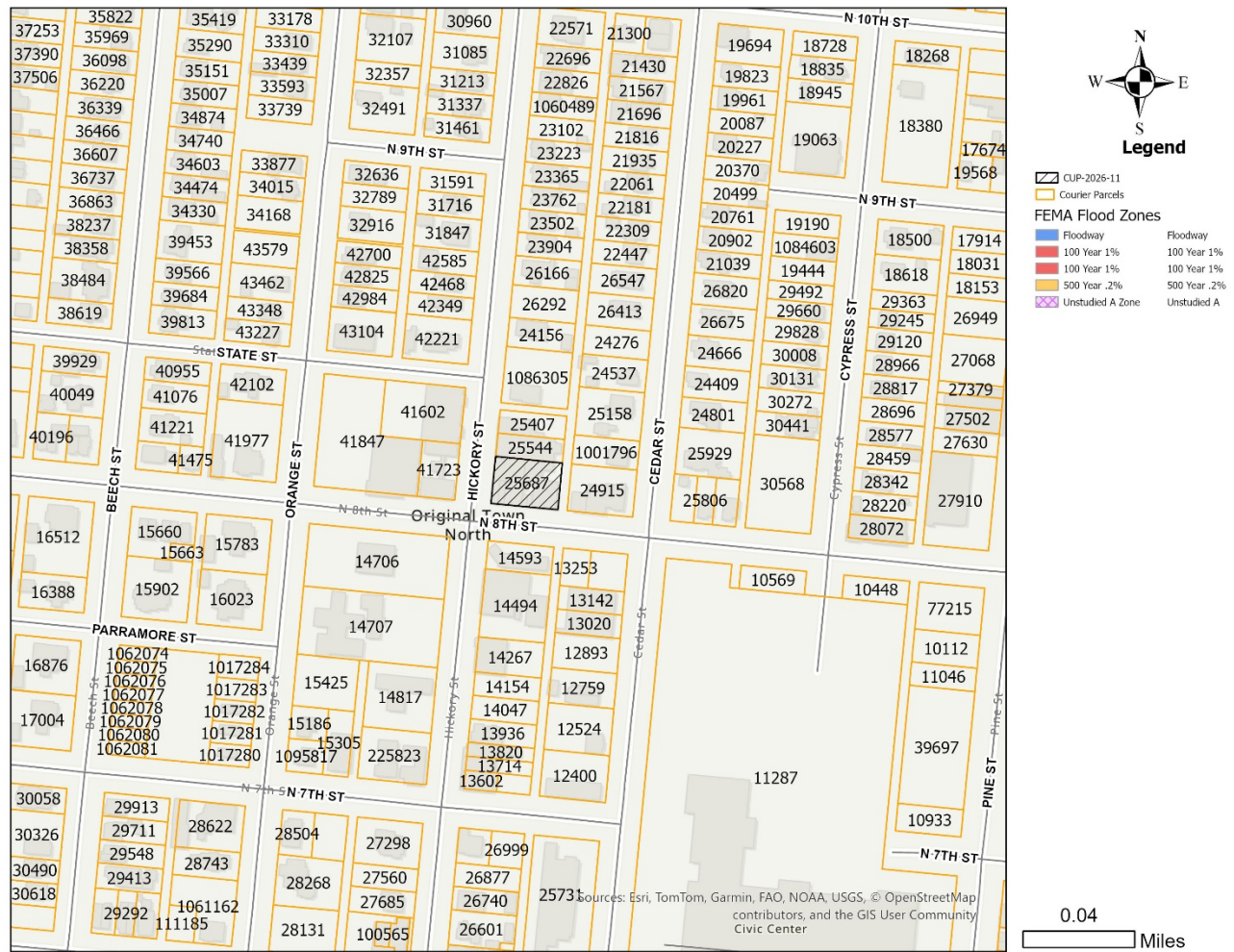
- CUP-2026-11
- Courier Parcels

0.01
Miles

ZONING MAP



FLOOD MAP





Hours

Sunday-Closed

Monday-Closed

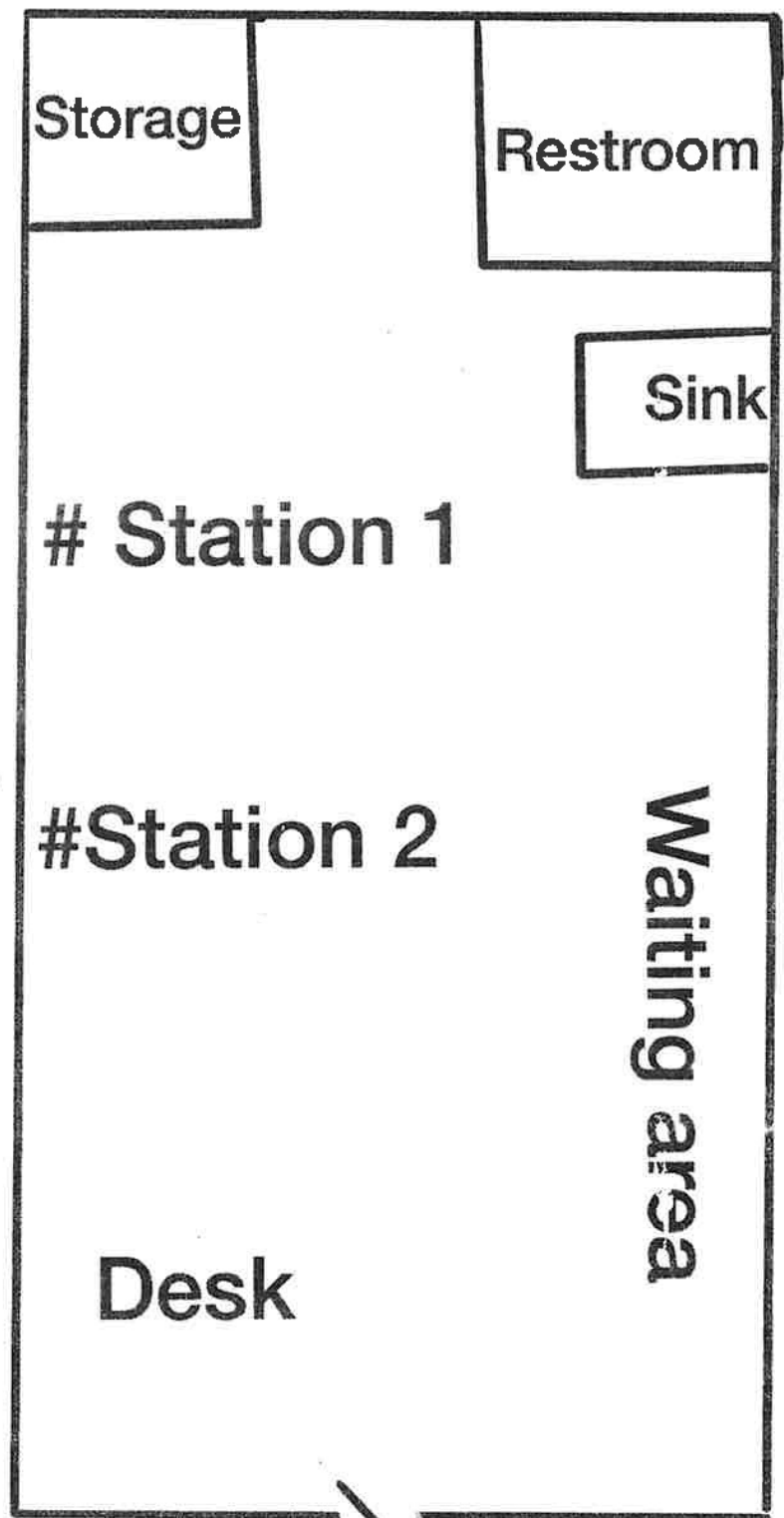
Tuesday-12-8

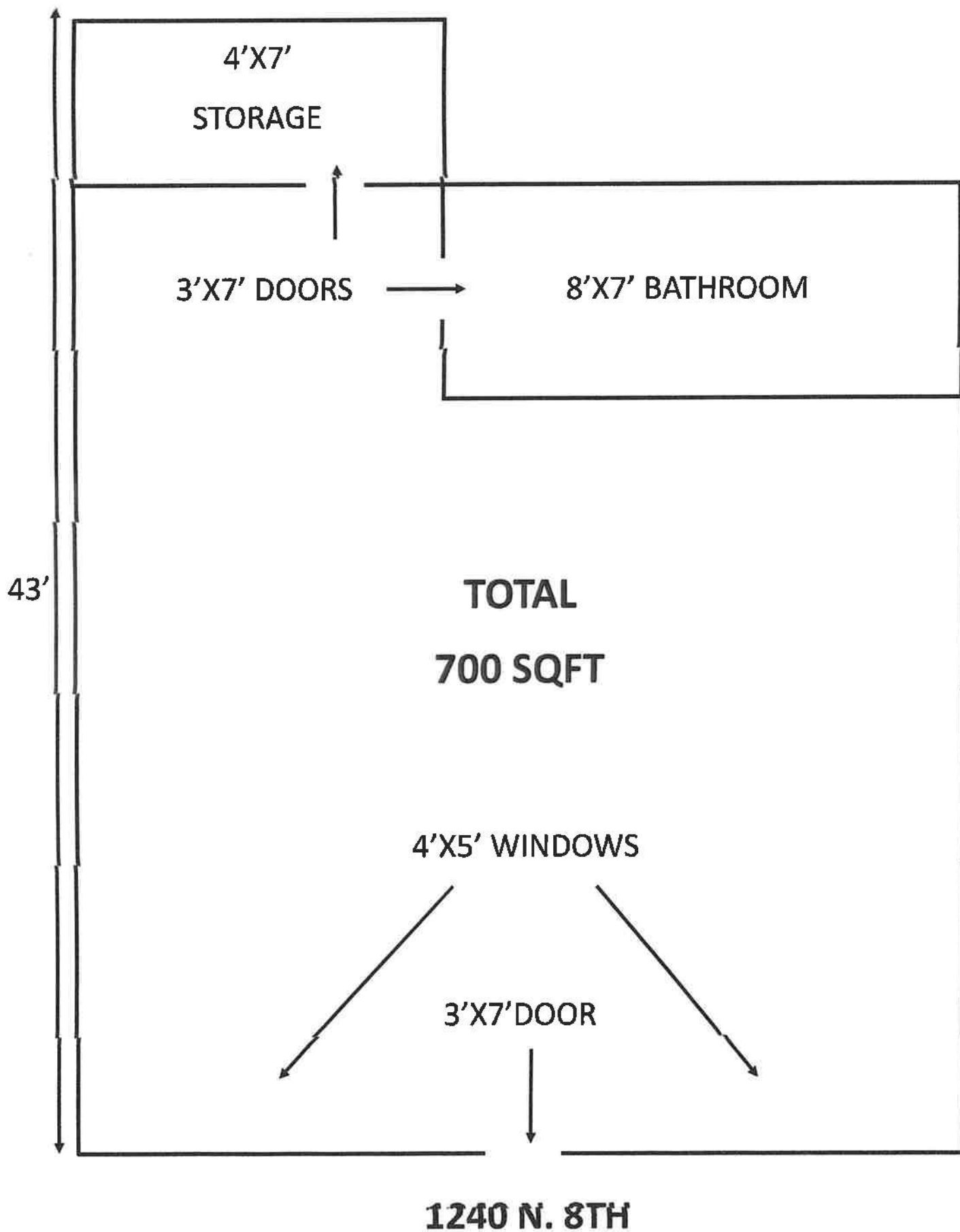
Wednesday-12-8

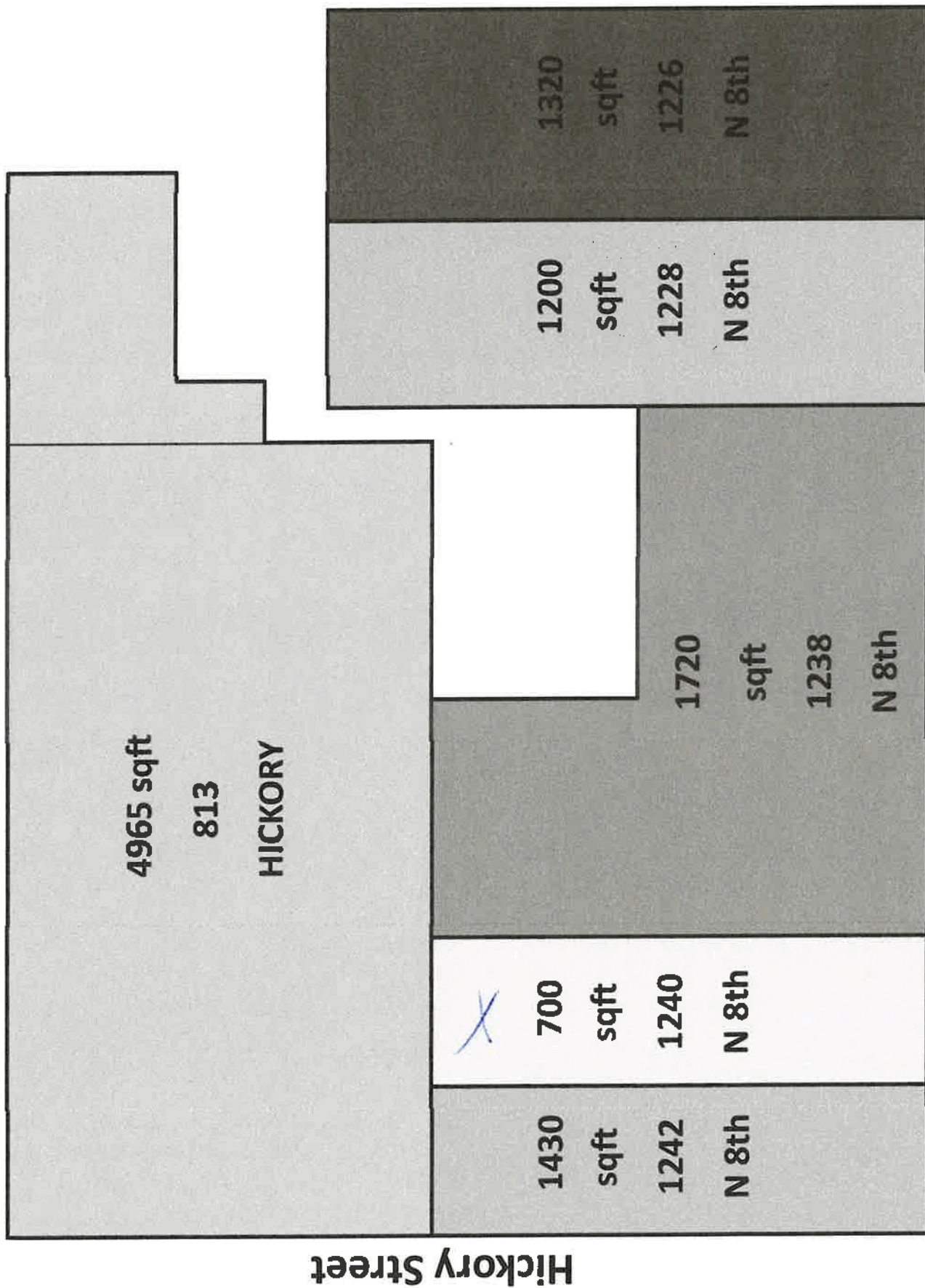
Thursday-12-8

Friday-12-8

Saturday-12-8







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,



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





AERIAL LOCATION MAP



Legend

 CUP-2026-11

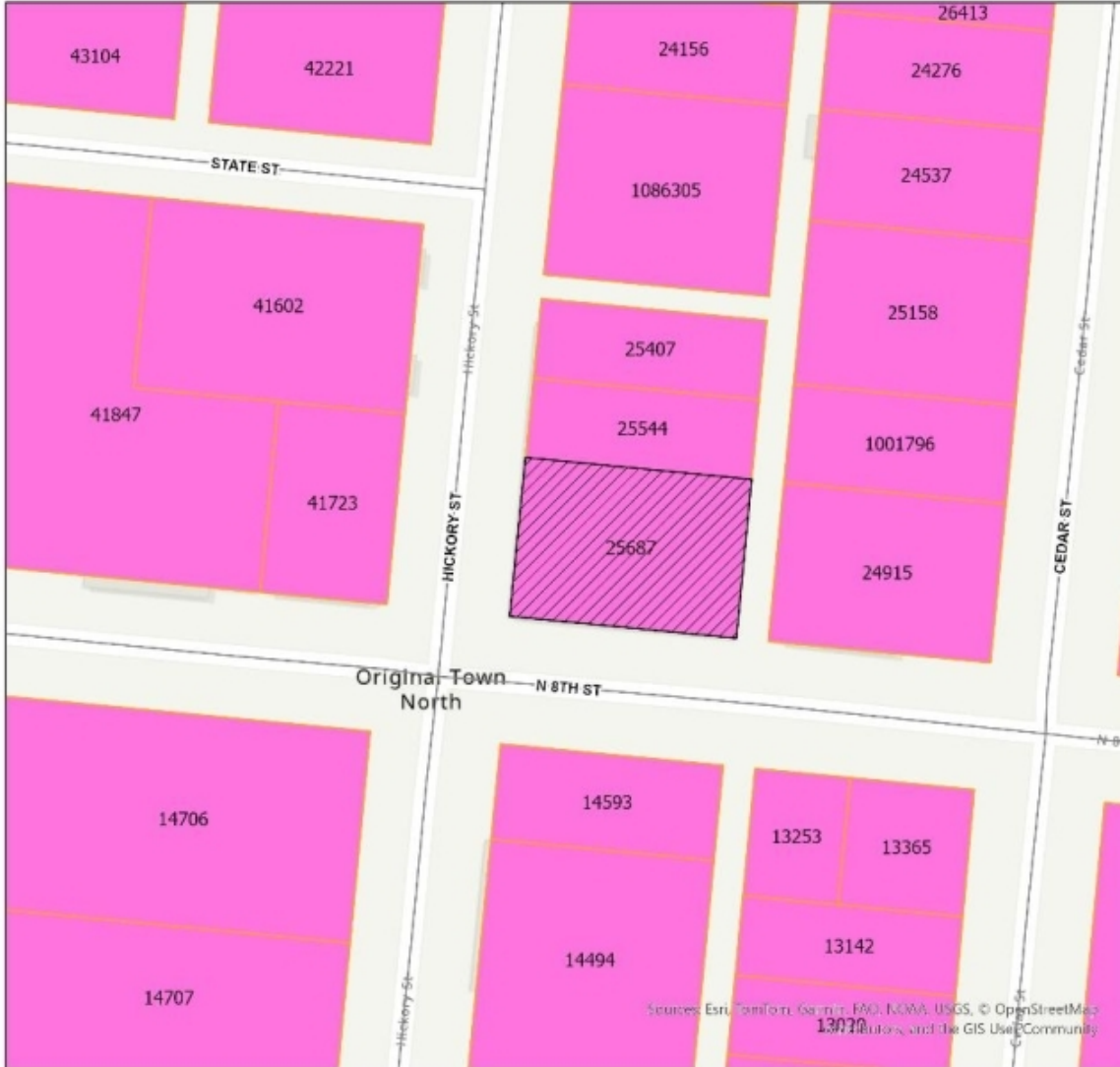
 Courier Parcels

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Miles





ZONING MAP



Legend

- CUP-2026-11
- Courier Parcels
- CB (Central Business)



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

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



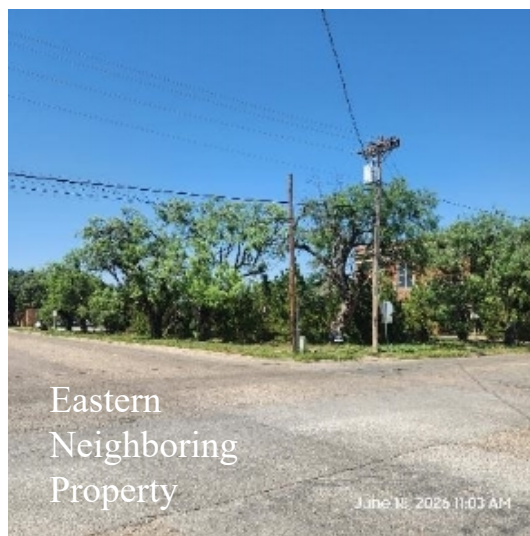
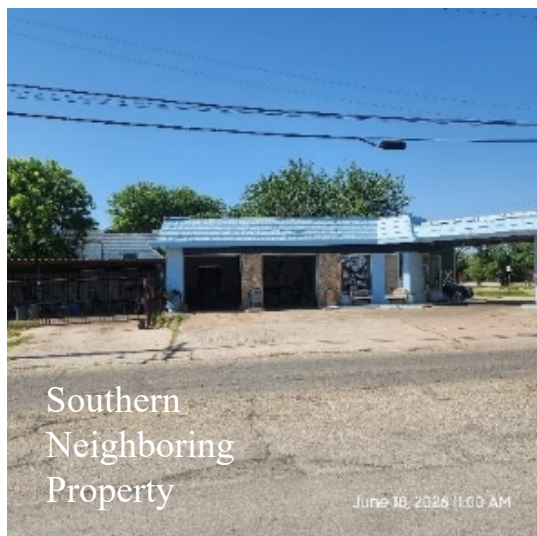


PROPERTY VIEWS





NEIGHBORING VIEWS



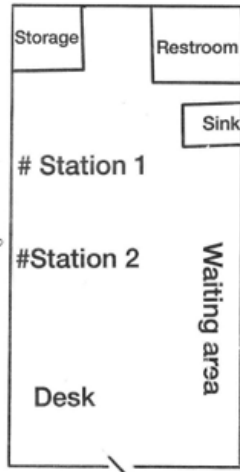


CONCEPT PLAN- Applicant requested hours



Hours

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





P&Z recommended hours



Hours

Sunday - Closed

Monday - Closed

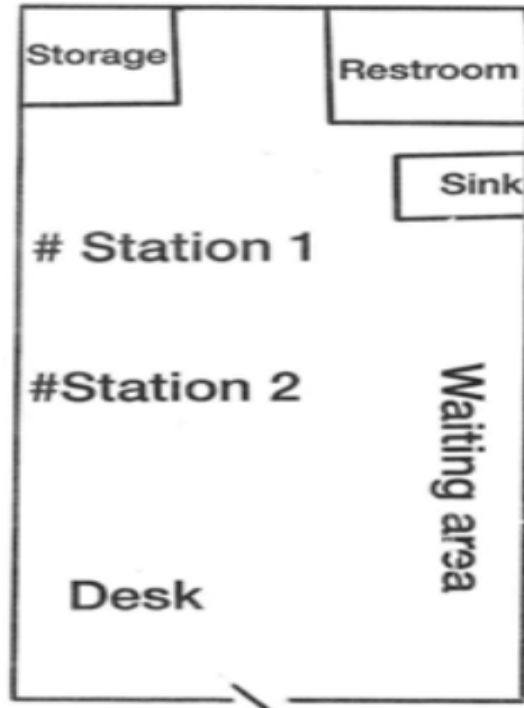
Tuesday - 8A-8PM

Wednesday - 8AM-8PM

Thursday - 8AM-8PM

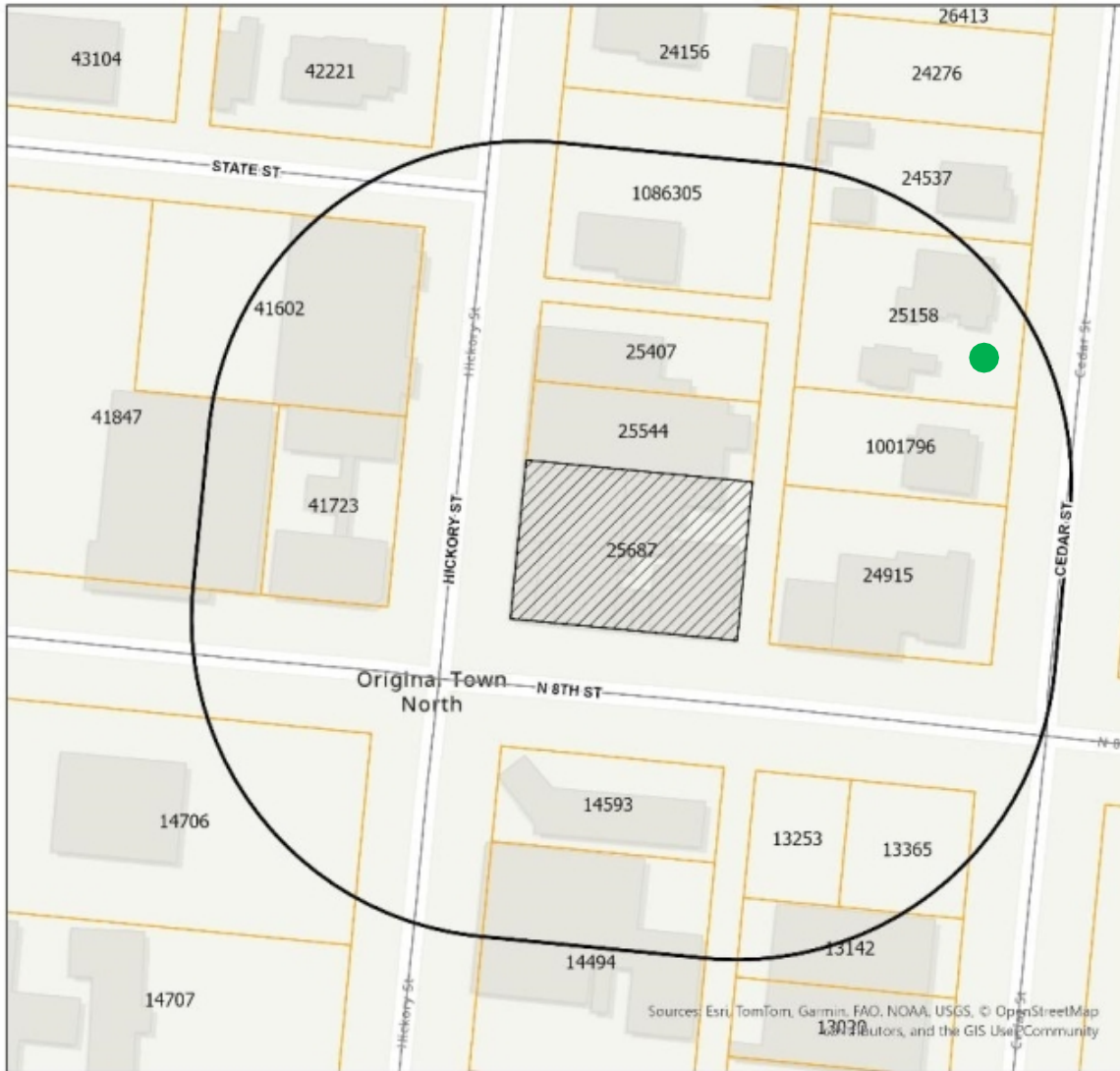
Friday - 8AM-8PM

Saturday - 8AM-8PM





NOTIFICATION AREA MAP



Legend

- Notification Area
- CUP-2026-11
- Courier Parcels

1 - In Favor- ●

0 - Opposed- ●



0.01

Miles



FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

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





Questions?





**CITY COUNCIL
MEMORANDUM
8/13/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **13. Ordinance (Final Reading) Z-2026-34: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 2.23 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:

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

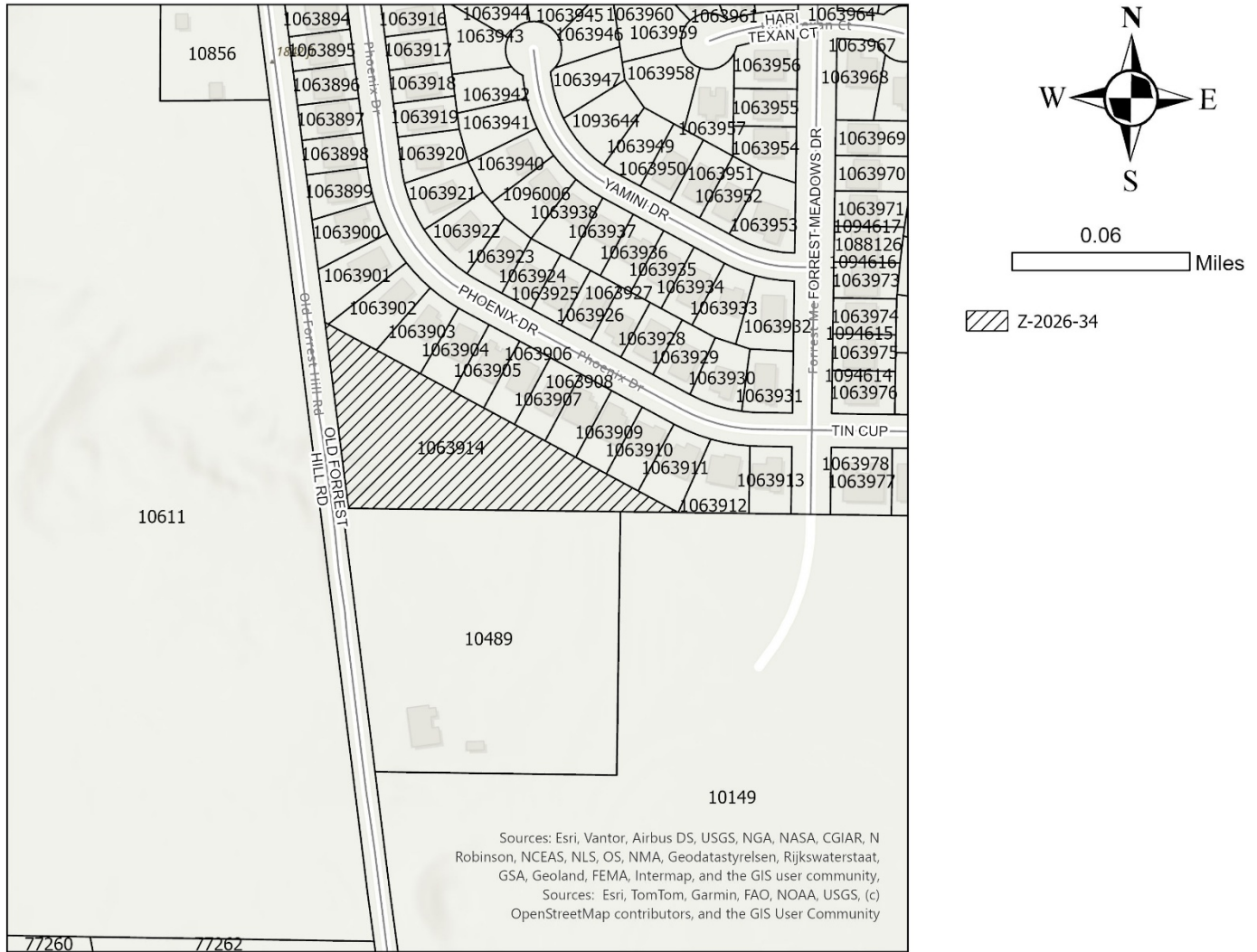
ORDINANCE NO. _____

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



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	

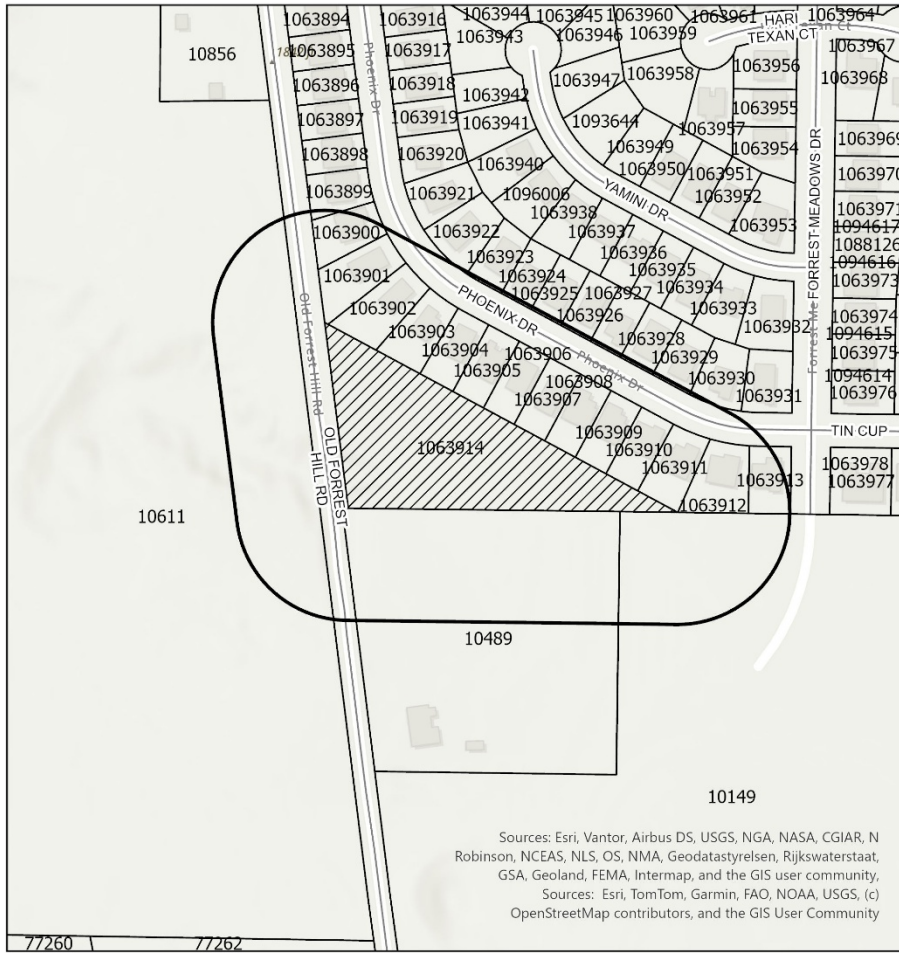
STANLEY PHIL A & ABBIGAIL	1063910	7126 PHOENIX DR	
THOMPSON JACK W JR &	10611	4063 FORREST HILL RD	
WILSON ANNETTE F	1063930	7137 PHOENIX DR	

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



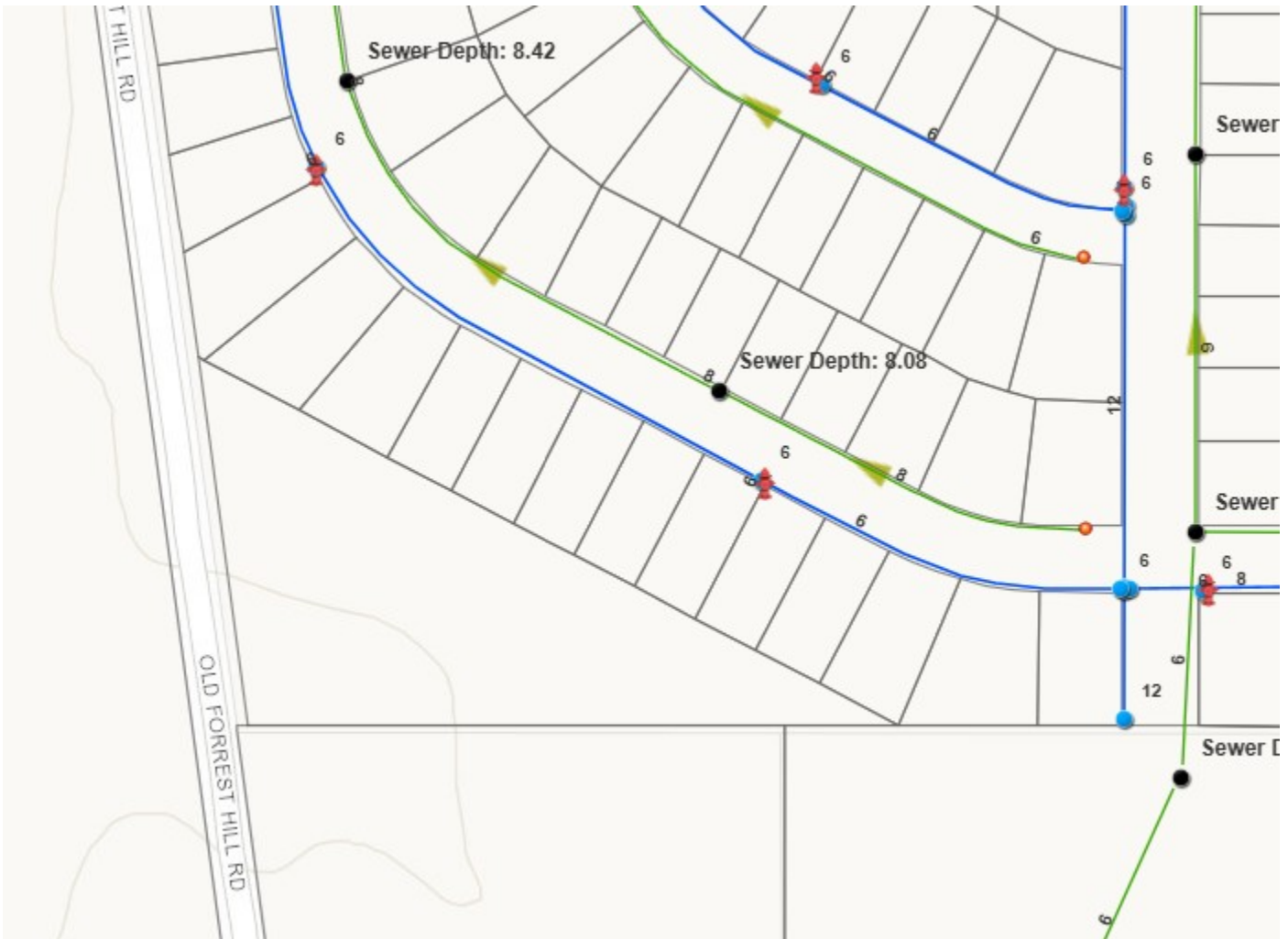
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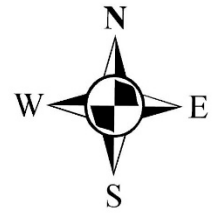
Z-2026-34

Notification Area

UTILITY MAP



LOCATION MAP

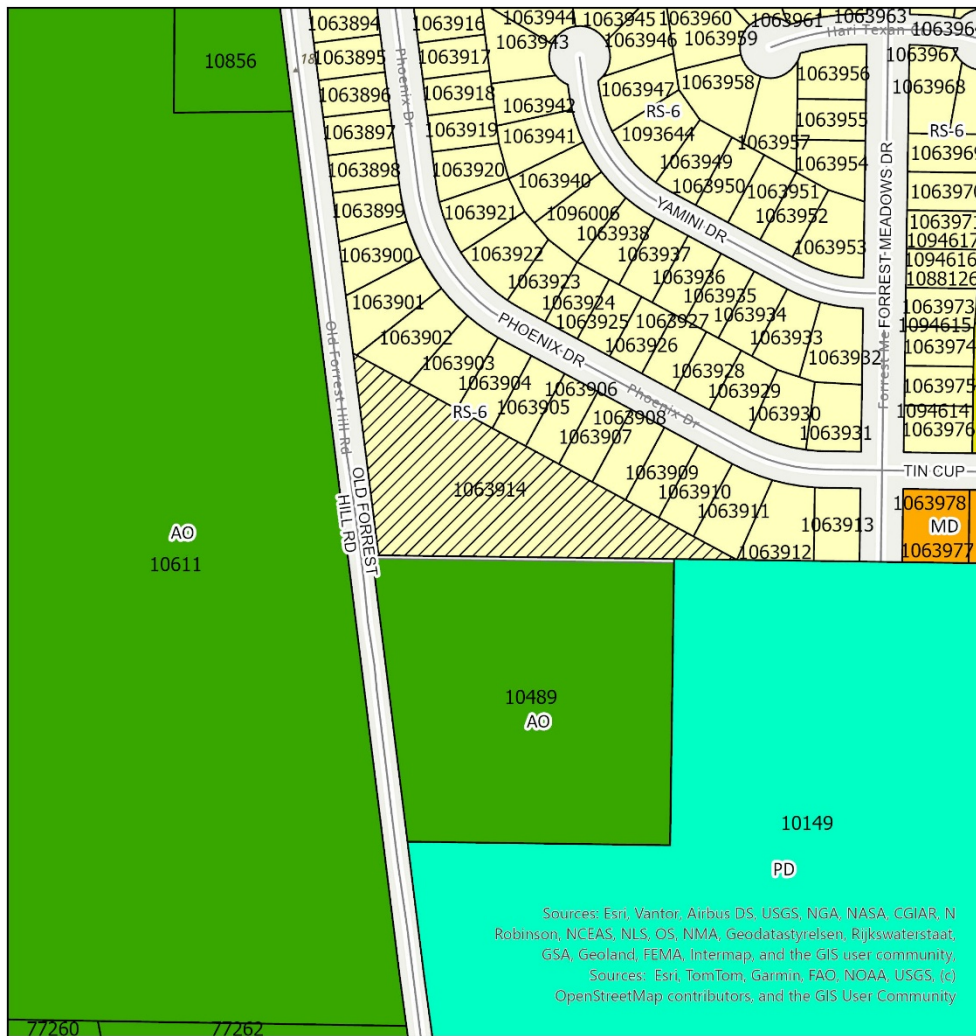


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] Miles

 Z-2026-34

ZONING MAP



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Miles

 Z-2026-34

Zoning Districts

 AO MD

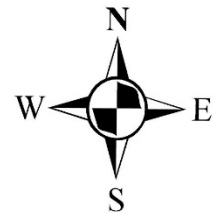
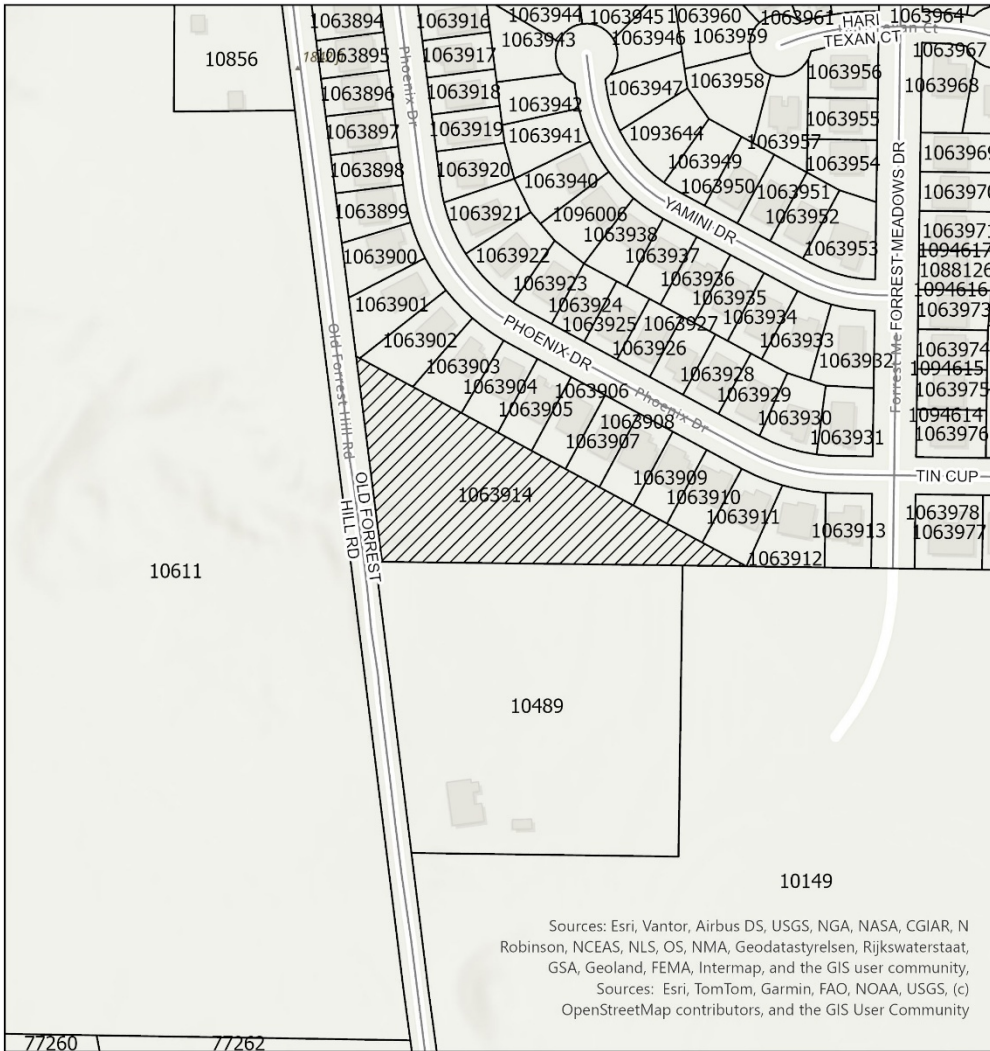
 PD

 PH

RS-6

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

FLOOD MAP



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

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 5 AM 10:00

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 Kire

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 / *Sam Martinez*

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).

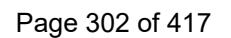
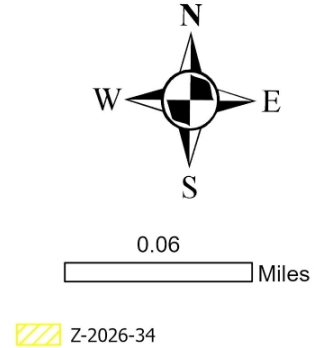
Location: Located at property ID 1063914.

Notification: 0 in Favor, 1 in Opposition

Planning & Zoning: July 7, 2026

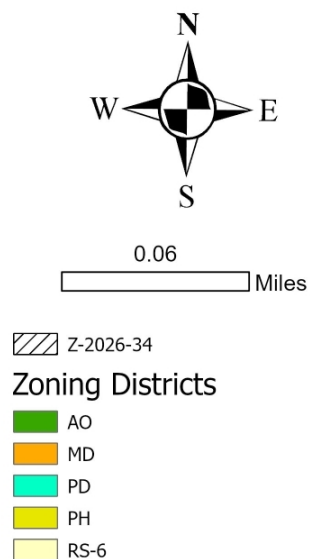
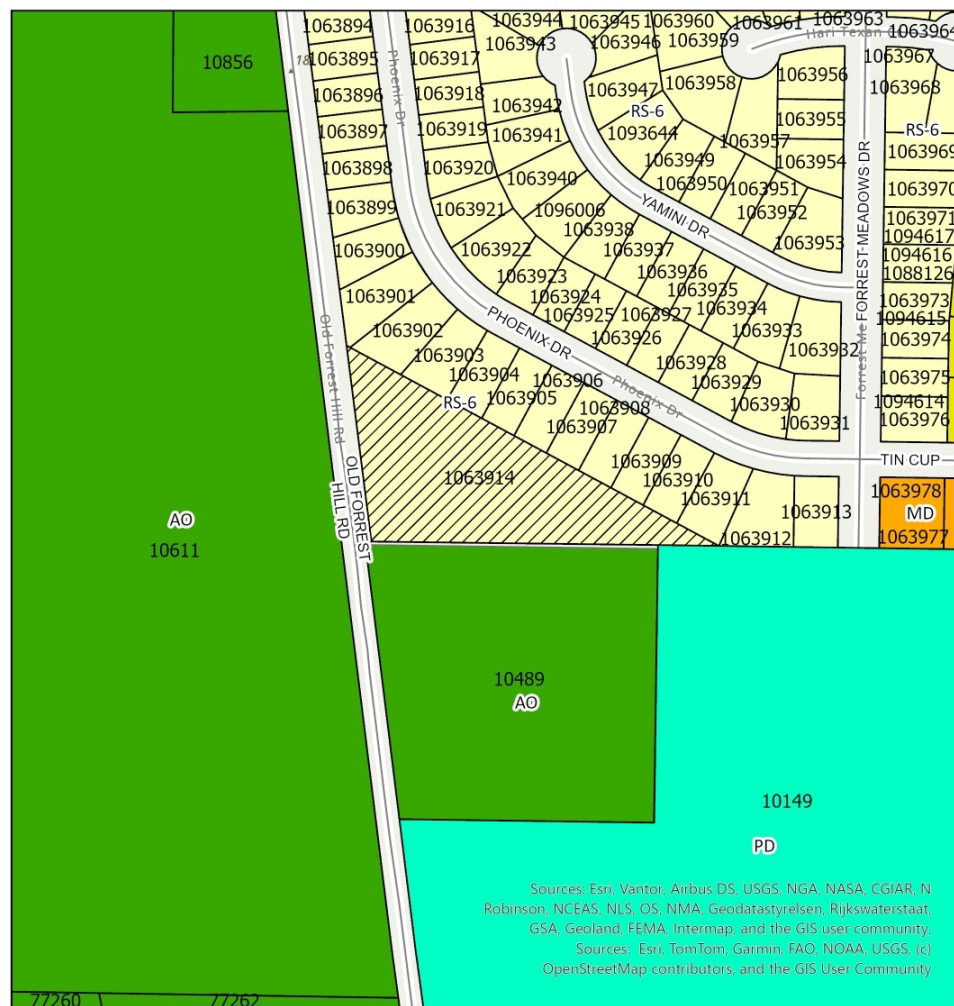
Council Hearing: July 23, 2026
August 13, 2026







ZONING MAP

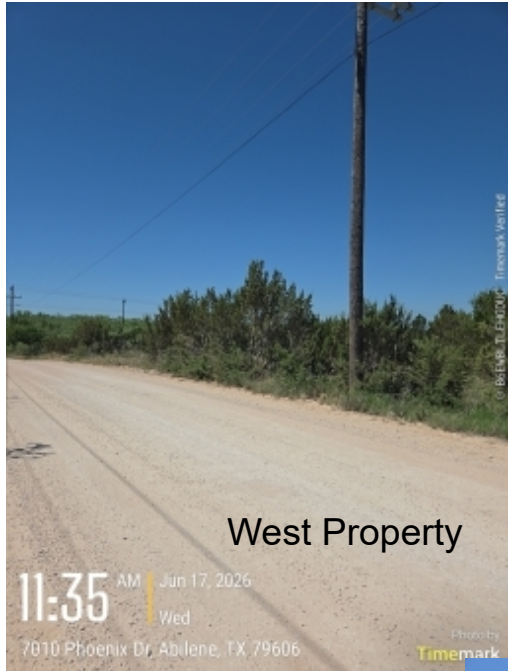


Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N
Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat,
GSA, Geoland, FEMA, Intermap, and the GIS user community.
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c)
OpenStreetMap contributors, and the GIS User Community





PROPERTY VIEWS





USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





USES IN 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)
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- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
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CULTURAL AND RECREATIONAL USES:

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

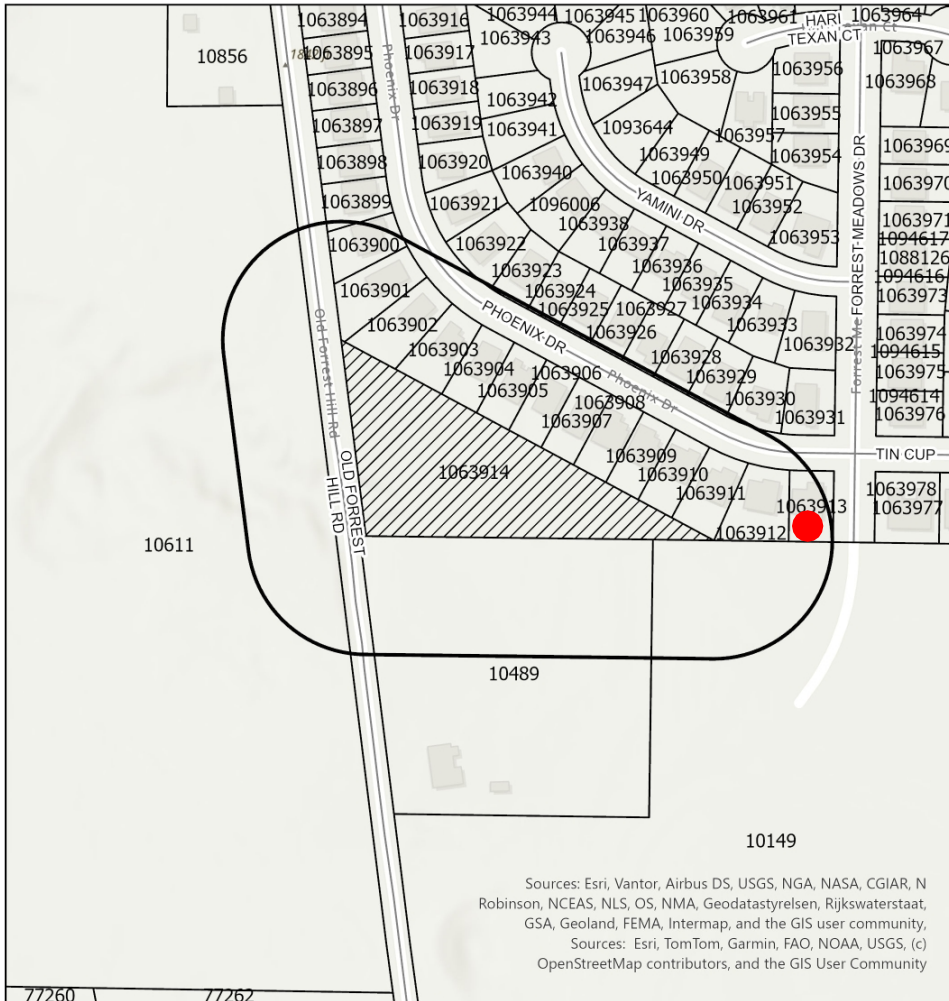
LEGEND

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





NOTIFICATION AREA MAP



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



0.06
Miles

Z-2026-34
Notification Area

0 - in Favor - 
1 - in Opposition - 
1.62% in Opposition





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z recommends **approval**.





Questions?





**CITY COUNCIL
MEMORANDUM
8/13/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **14. Ordinance (Final Reading) Z-2026-38: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.33 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. Abilene Custom Homes - Favor (1)
4. Z-2026-38 Presentation

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON:

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 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

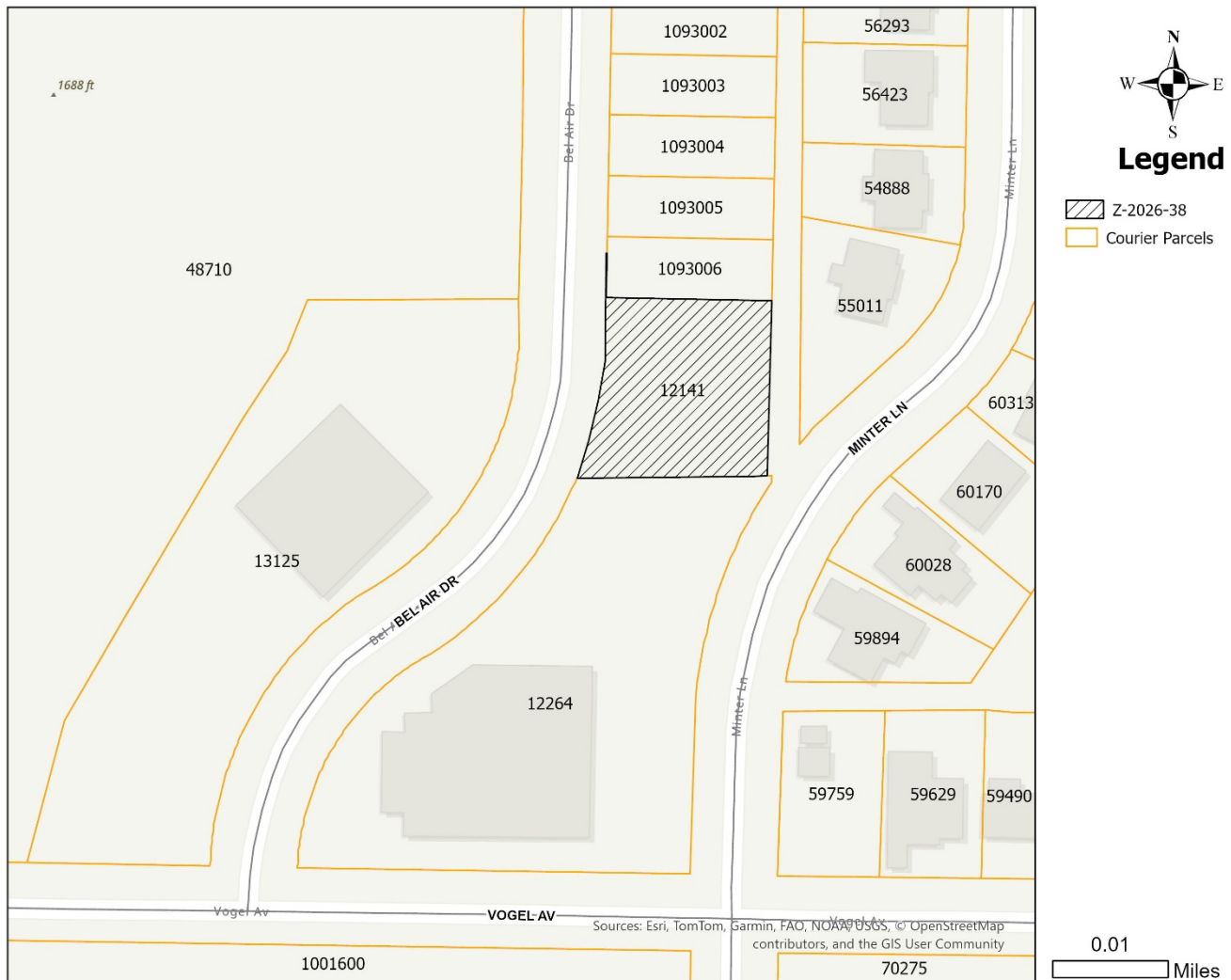
ORDINANCE NO. _____

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

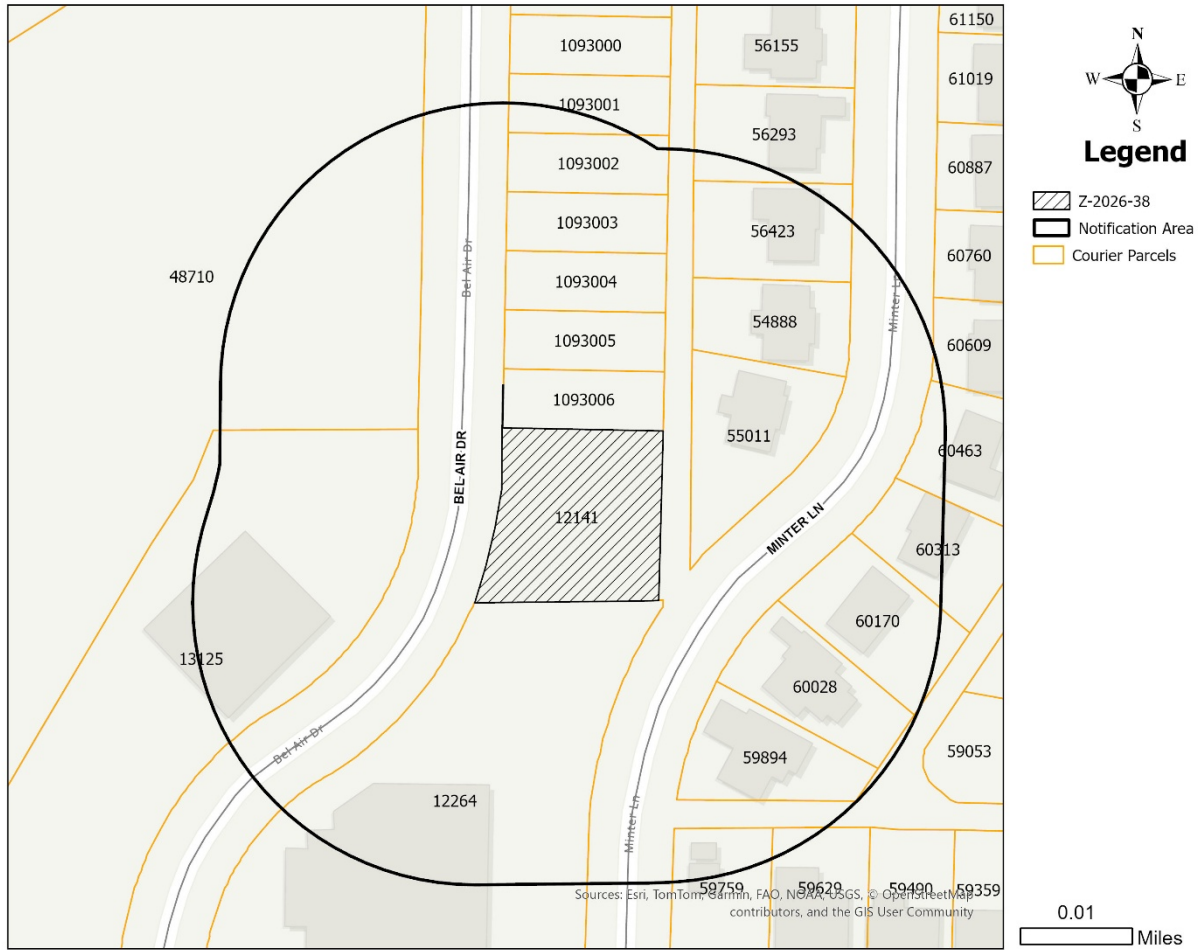
Legend: O - Opposed, F - In Favor

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	
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RIDDLE JEANETTE	60170	2517 MINTER LN	
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



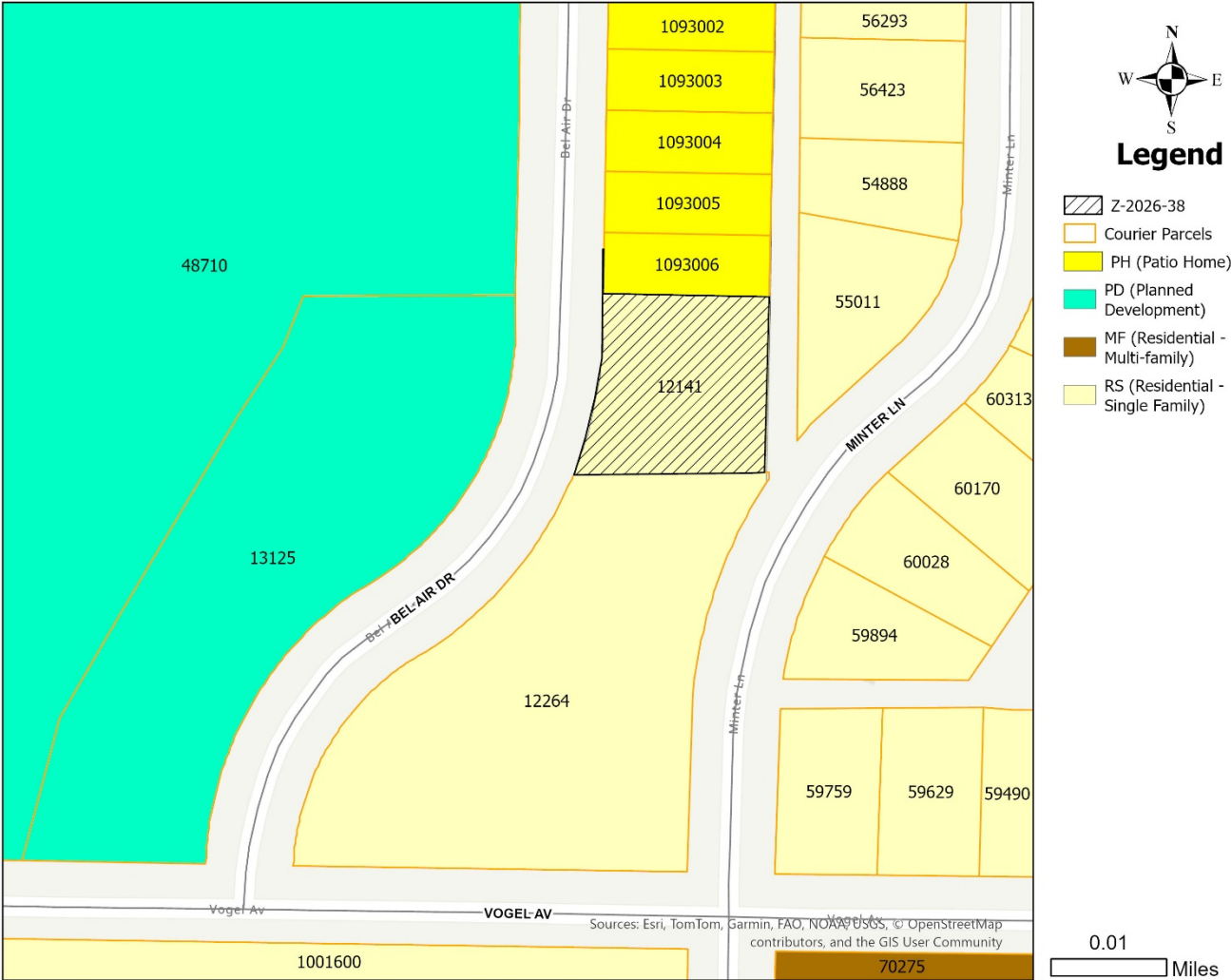
Legend

- Z-2026-38
- Courier Parcels

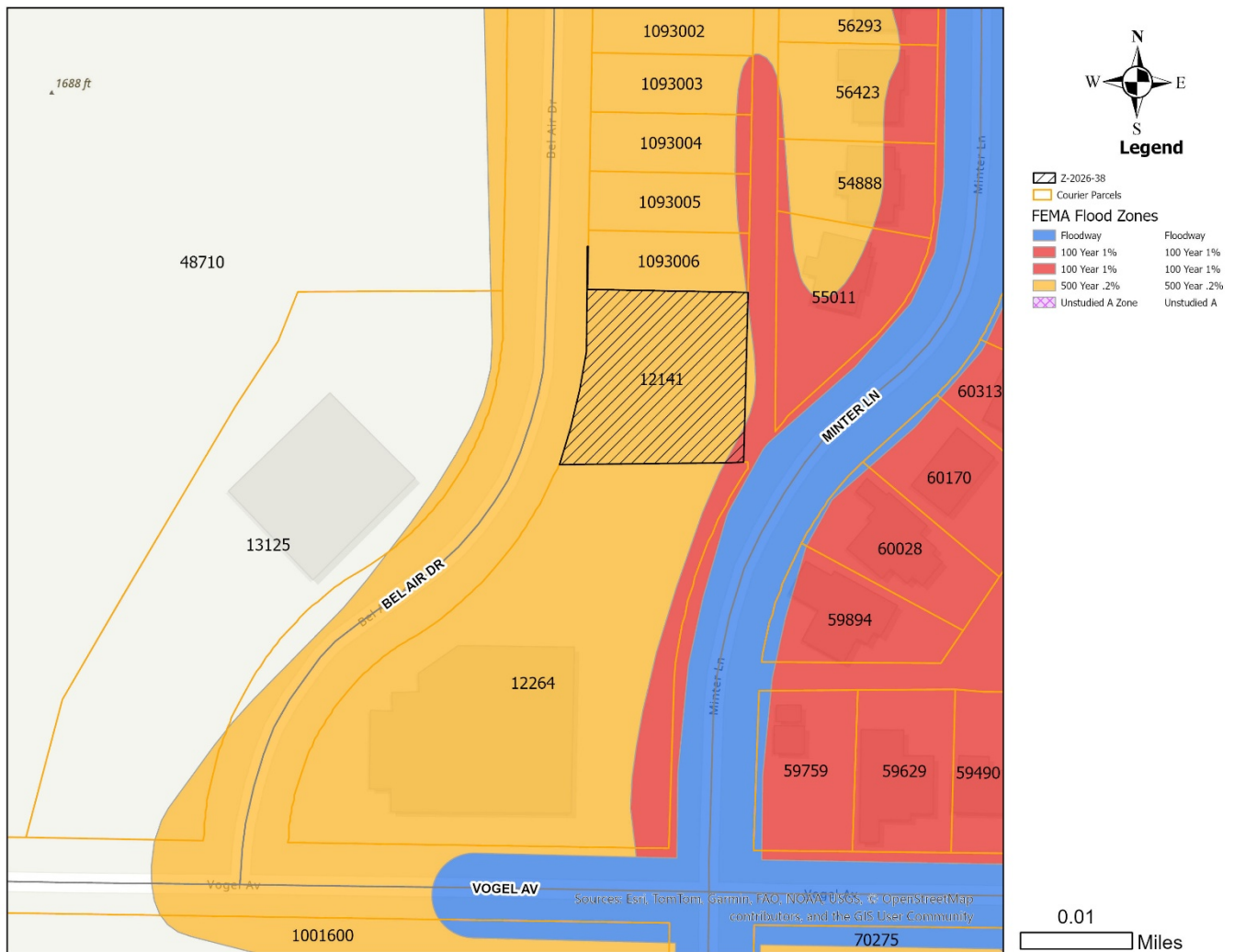
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Miles

ZONING MAP



FLOOD MAP





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

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
Requestor's Proposed Zoning: PH Your Address:
Requestor's Parcel ID: 12141 Your Parcel ID: 1093006

I am in favor ☒

I am opposed ☐

Signature: _____



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





AERIAL LOCATION MAP



Legend

-  Z-2026-38
-  Courier Parcels

0.01

 Miles





ZONING MAP



Legend

- Z-2026-38
- Courier Parcels
- PH (Patio Home)
- PD (Planned Development)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)

0.01

Miles



CITY OF
ABILENE
TEXAS



PROPERTY VIEWS





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
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- 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

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





USES IN PATIO HOME ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

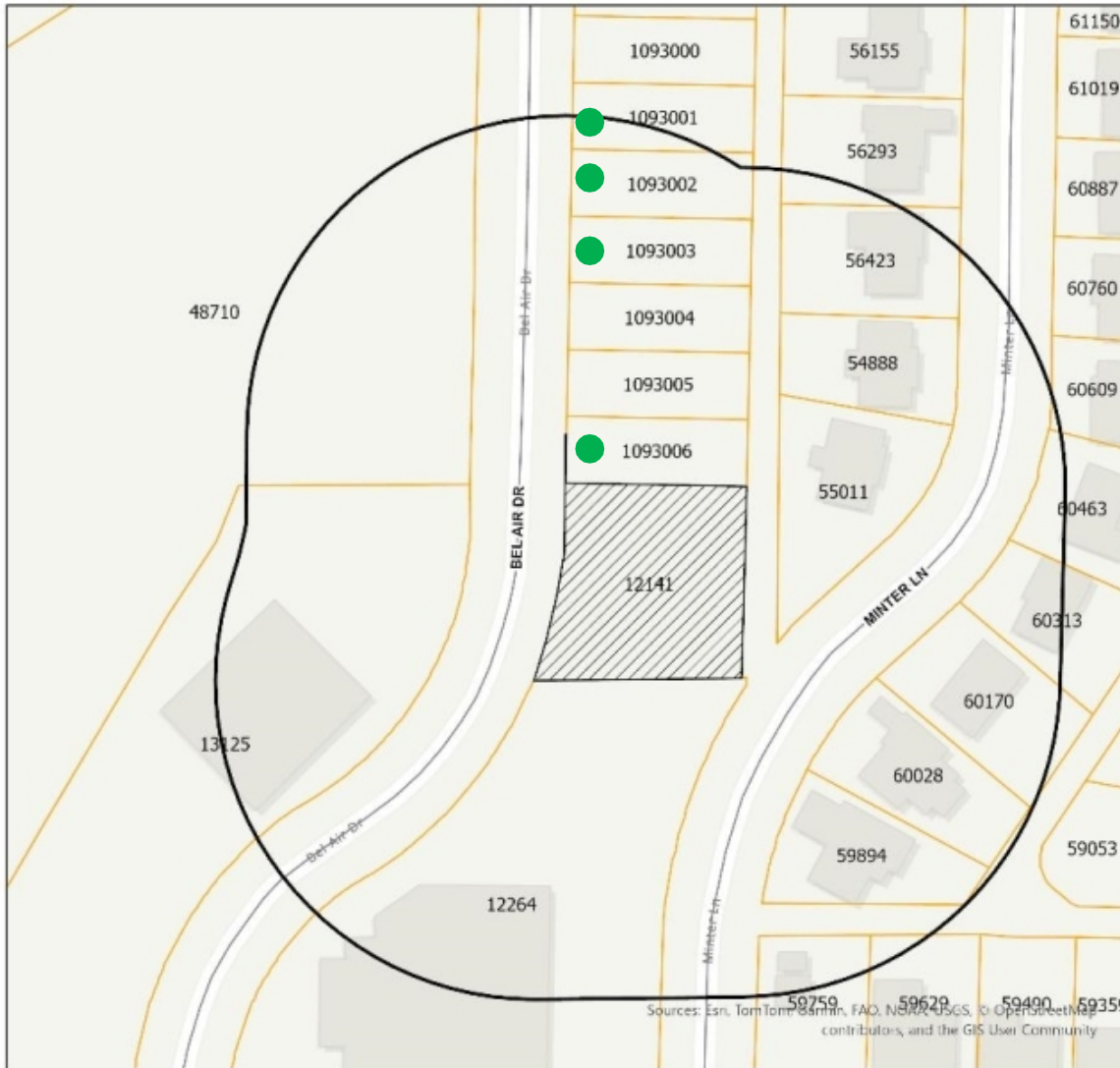
LEGEND

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





NOTIFICATION AREA MAP



4 - in Favor - 
0 - in Opposition - 





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z recommends **approval**.





Questions?





**CITY COUNCIL
MEMORANDUM
8/13/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **15. Ordinance (Final Reading) Z-2026-39: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.90 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. 1365 Sylvan Dr (Opposed)
4. 1417 Sylvan Dr (Opposed)
5. 1425 Sylvan Dr (Opposed)
6. 102 Circle of Holly - opposed
7. Presentation

BACKUP DOCUMENTATION UPDATED? Yes

UPDATED ON: 8/11/2026

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 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



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

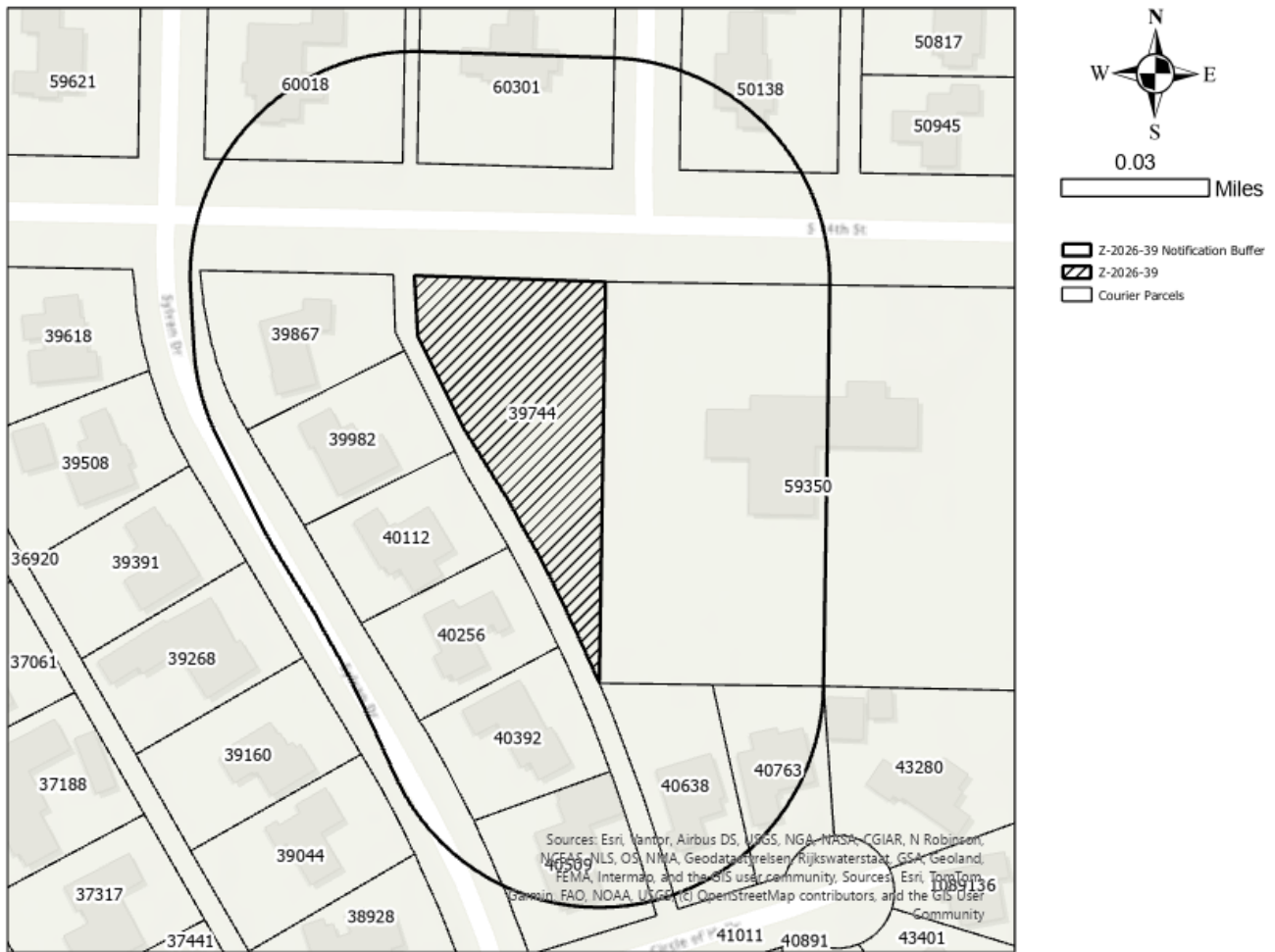
OWNER	PROP_ID	SITUS	RESPONSE
ABILENE WOMANS CLUB FOUNDATION	59350	3425 S 14TH ST	
ASHBY JAY C & KATE	40392	1433 SYLVAN DR	
BARTLETT ROBERT L	40112	1417 SYLVAN DR	O
CASEY GARY JOE &	40638	102 CIRCLE OF HOLLY	
CASTERENO JONATHAN BLAKE &	50138	1341 HOLLIS DR	
CLEVELAND LARRY J & CAROLYN W	39982	1409 SYLVAN 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

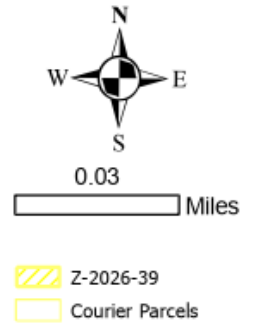
Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
INGRAM RONALD WAYNE LIFE EST	39744	3509 S 14TH ST	Owner
MEISSNER CONNIE	39867	1401 SYLVAN DR	
CLEVELAND LARRY J & CAROLYN W	39982	1409 SYLVAN DR	
BARTLETT ROBERT L	40112	1417 SYLVAN DR	O
CRANFORD BRADLEY G & CARA LEE	40256	1425 SYLVAN DR	O
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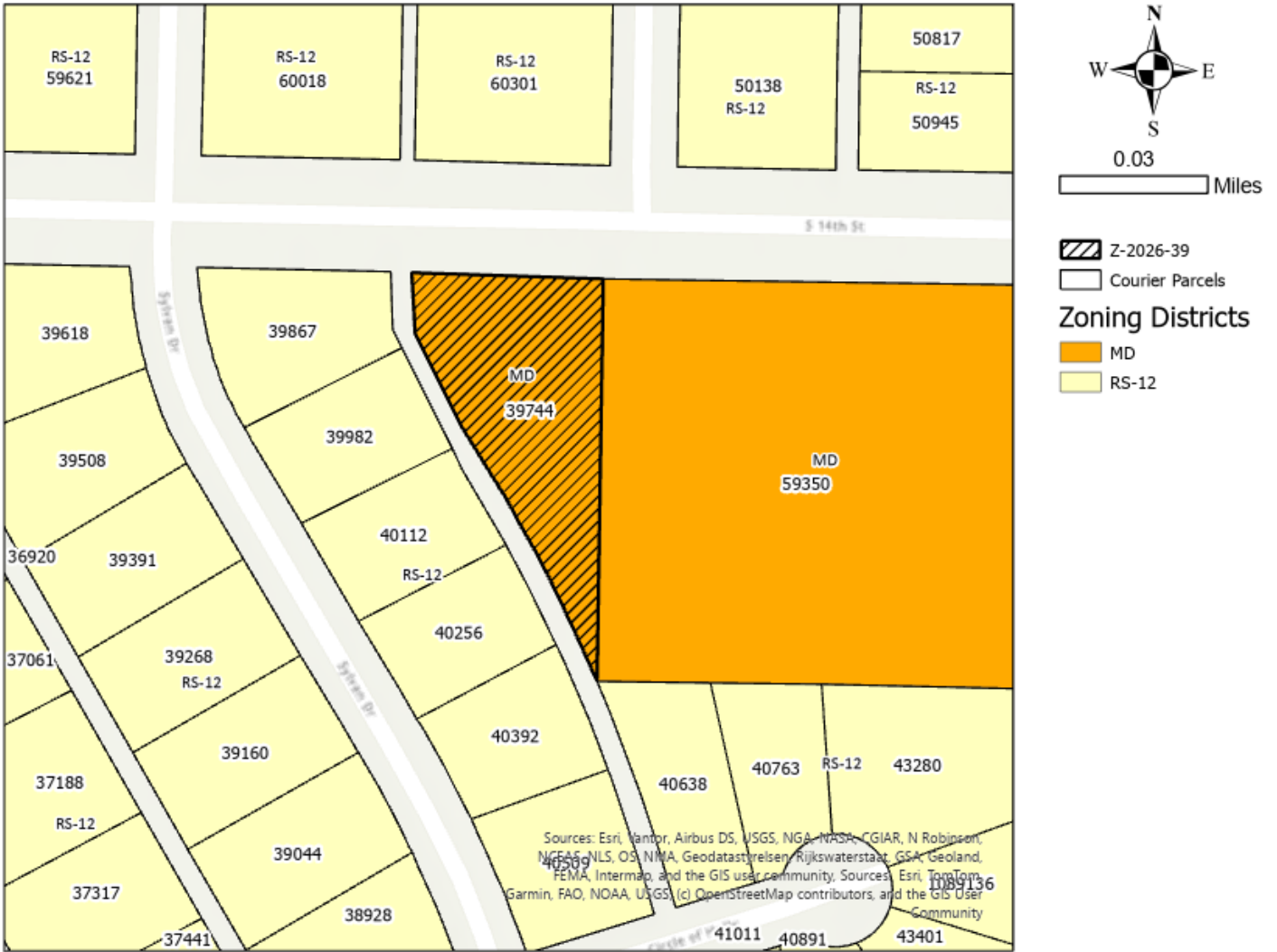
NOTIFICATION MAP



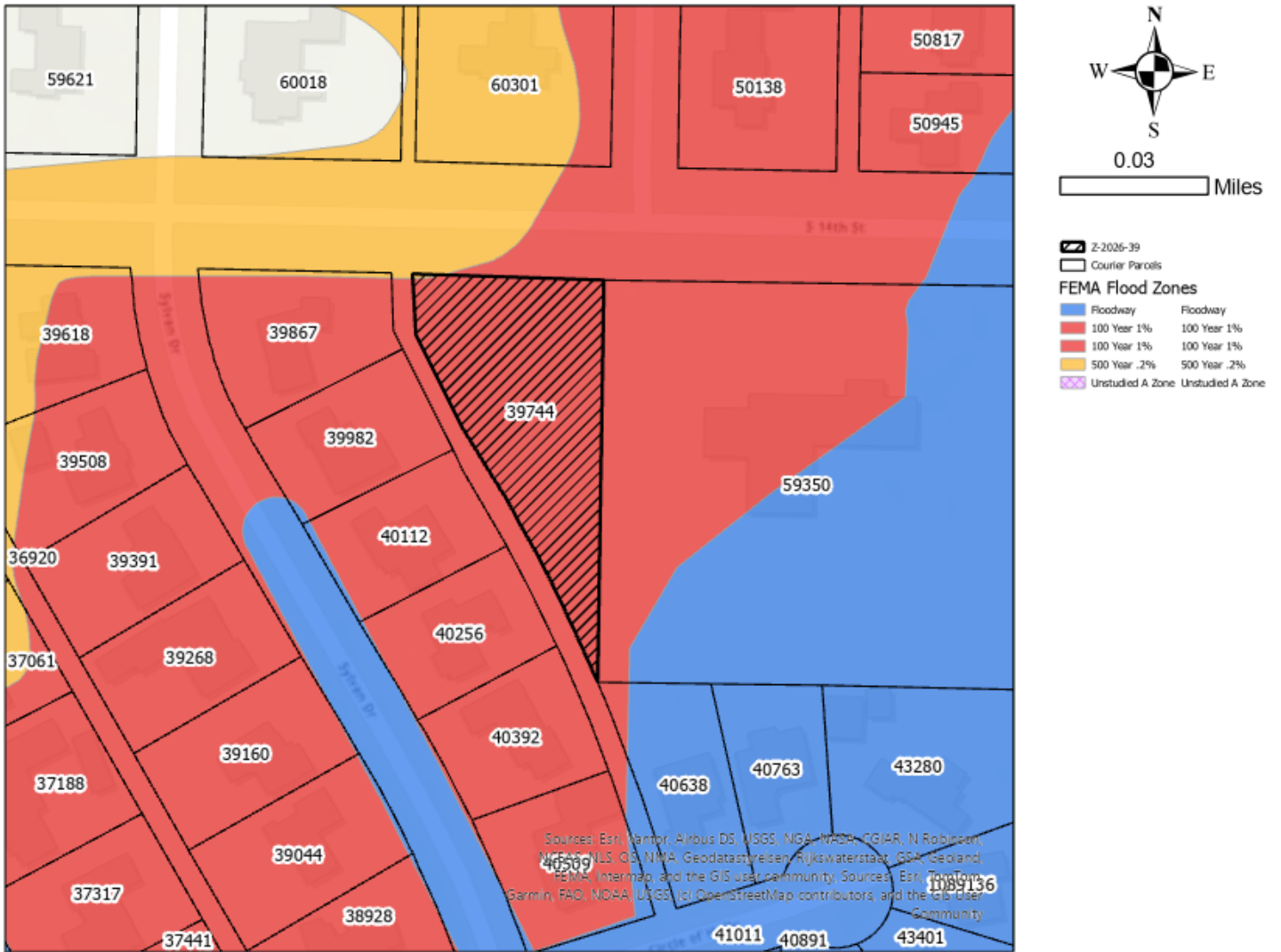
LOCATION MAP



ZONING MAP



FLOOD MAP



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

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: 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: _____



If opposed, please provide comments:

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 52 days of the meeting to be placed in the agenda packet. Please mail the response form to:

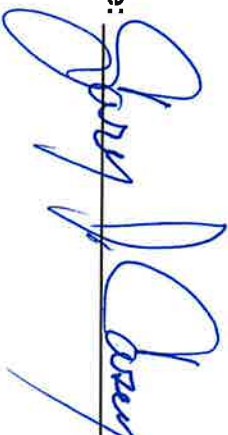
Planning and Development Services
PO BOX 60, Abilene, TX 79604-0060.

JUL 30 AM 9:45

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

Requestor's Property Zoning:	MD	Your Name:	CASEY GARY JOE &	I am in favor ☐
Requestor's Proposed Zoning:	GR	Your Address:	102 CIRCLE OF HOLLY	
Requestor's Parcel ID:	39744	Your Parcel ID:	40638	I am opposed ☒

Signature:





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

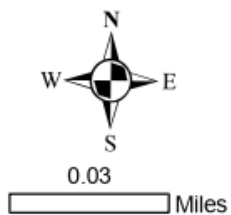
Planning & Zoning: July 7, 2026

Council Hearing: July 23, 2026
August 13, 2026

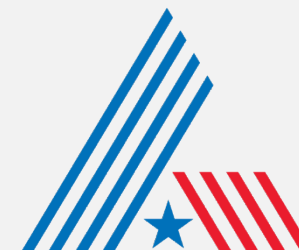




AERIAL LOCATION MAP



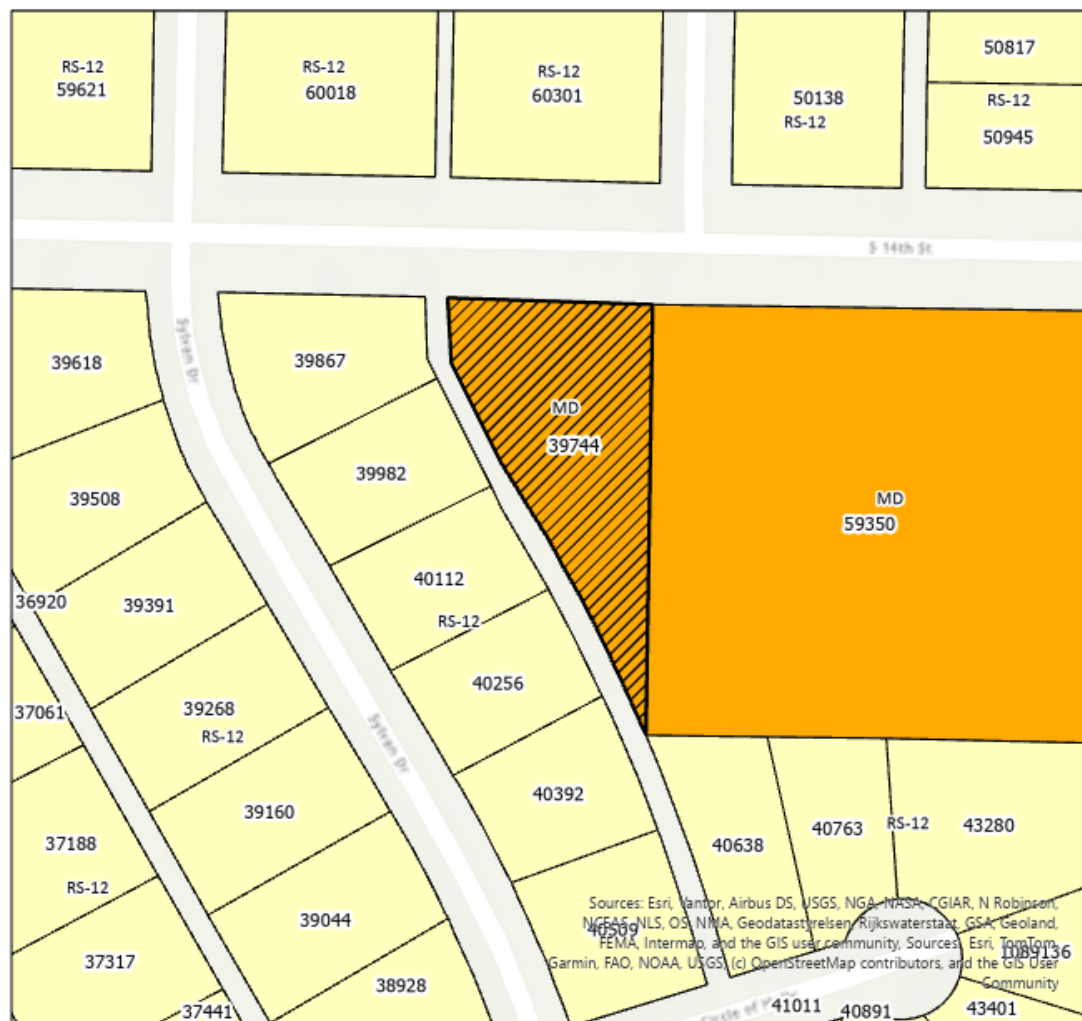
-  Z-2026-39
-  Courier Parcels



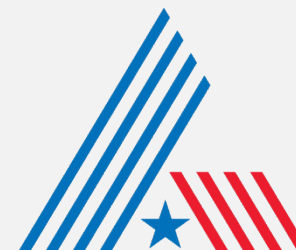
CITY OF
ABILENE
TEXAS



ZONING MAP



- Zoning Districts
- MD
 - RS-12



CITY OF
ABILENE
TEXAS



PROPERTY VIEWS



Subject Property



East Property

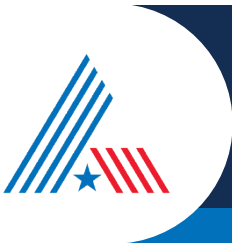


West Property



North Property





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

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

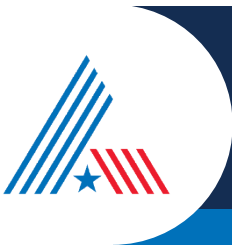
RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

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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)
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- 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*)
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- C Restaurant, Fast Food
- P Restaurant, Standard
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TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

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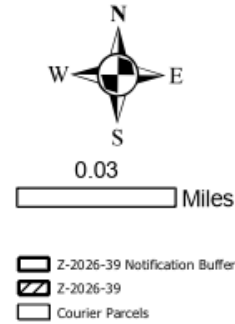
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- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
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NOTIFICATION AREA MAP



0 - In Favor- ●
3 - Opposed- ●
12.88% Opposition





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).**





Questions?





**CITY COUNCIL
MEMORANDUM
8/13/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: 16. Ordinance (Final Reading) Z-2026-40: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to change the zoning of approximately 3.40 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:

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 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 N13°29'46"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 N46°59'47"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 S49°54'48"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 S00°17'25"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 N51°47'41"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.



END

ZONING CASE

Z-2026-40

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

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

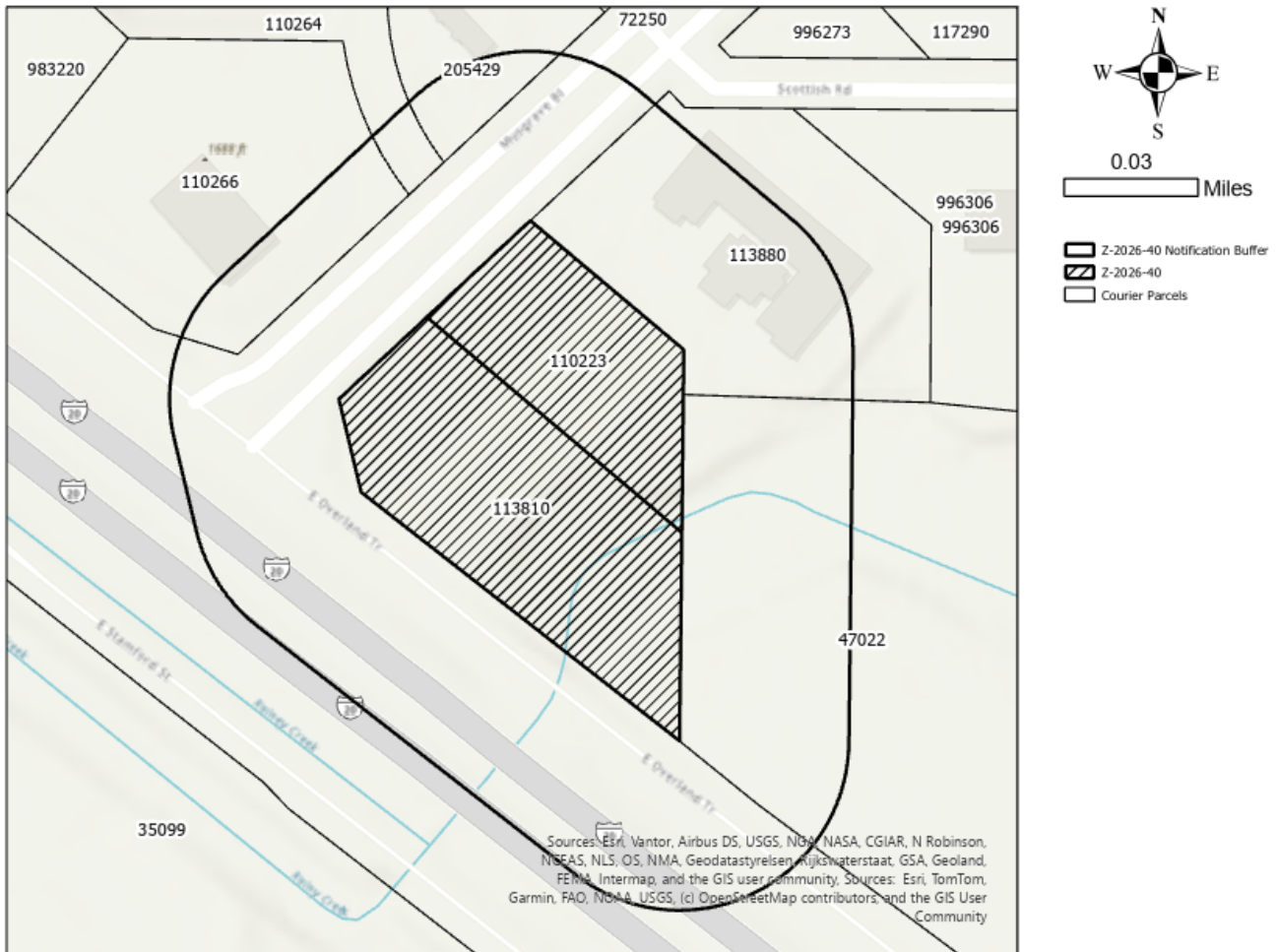
OWNER	PROP_ID	SITUS	RESPONSE
BEITSCHER SEYMOUR	113810	1613 MUSGRAVE BL	Owner
DERMODY FAMILY LIMITED PTSHP I	110266	2042 E OVERLAND TR	
LOWES HOME CENTERS INC	110264	1634 MUSGRAVE BL	
MB RENTALS LLC	47022		
MCRT ABILENE 2 LP	113880	1641 MUSGRAVE BL	
MUSGRAVE KENNETH PAUL TR &	110223	1627 MUSGRAVE BL	Owner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

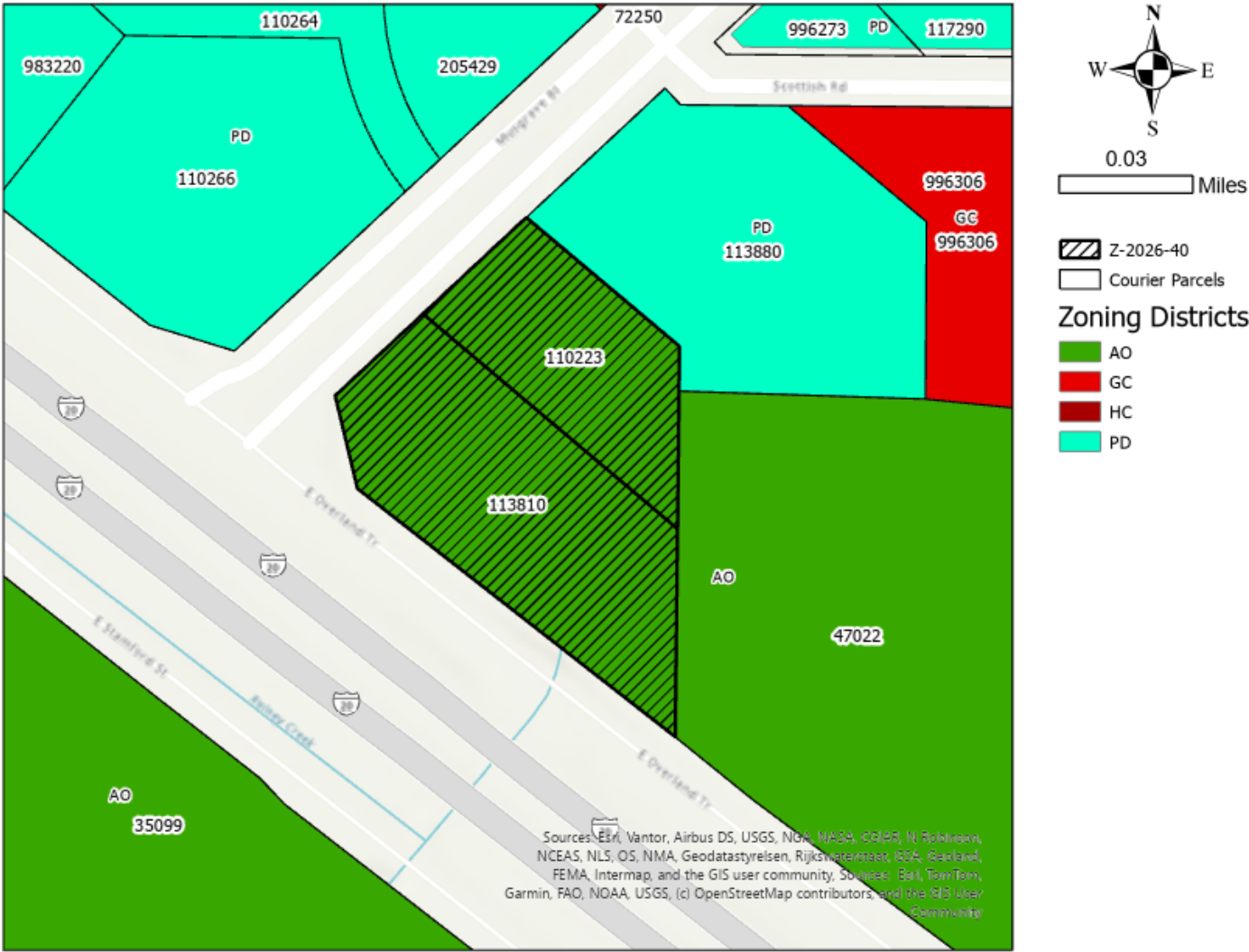
NOTIFICATION MAP



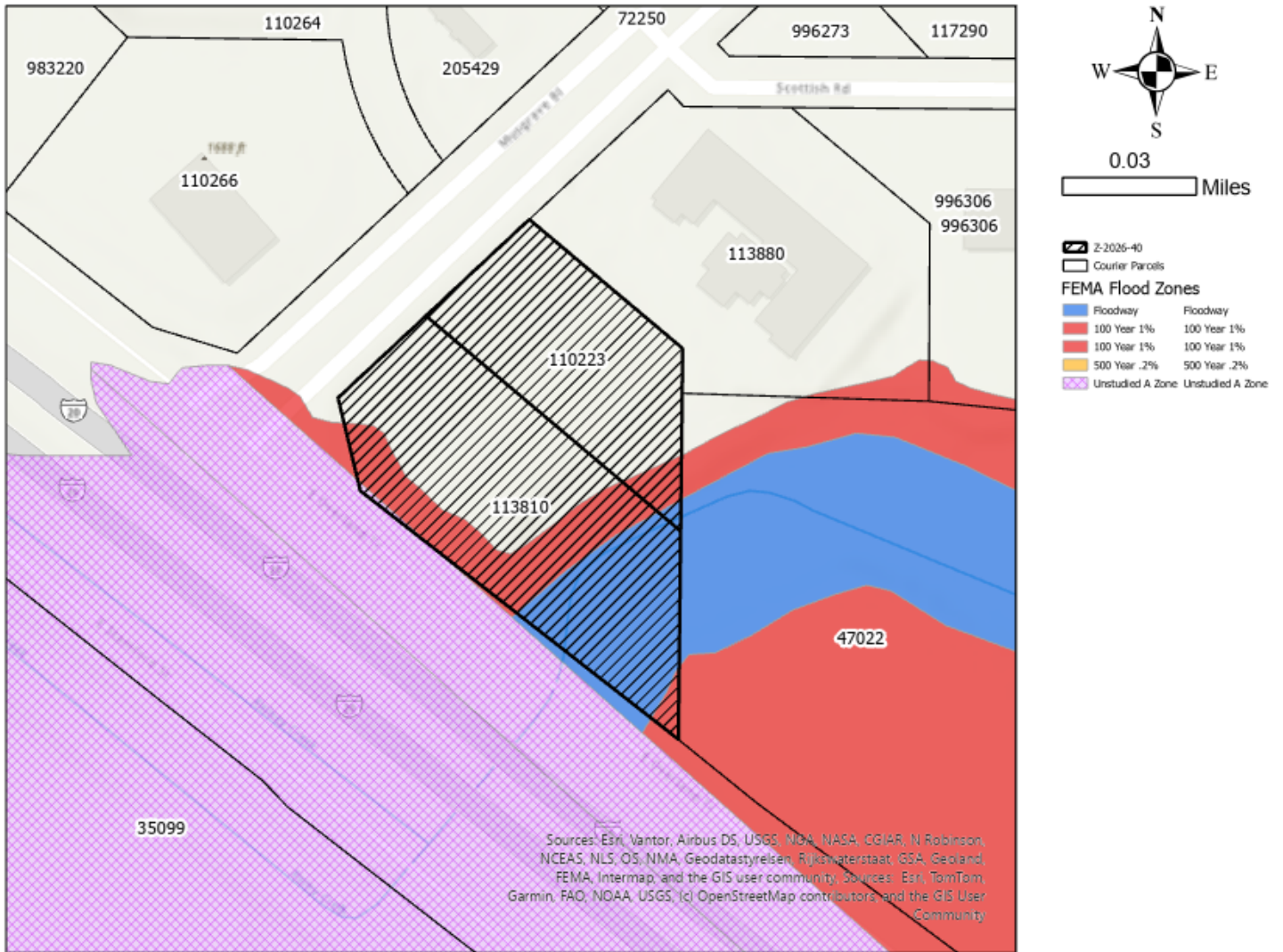
LOCATION MAP



ZONING MAP



FLOOD MAP





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

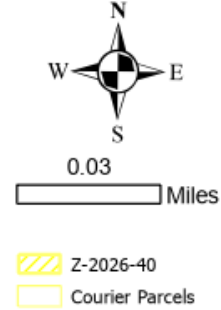
Planning & Zoning: July 7, 2026

Council Hearing: July 23, 2026
August 13, 2026



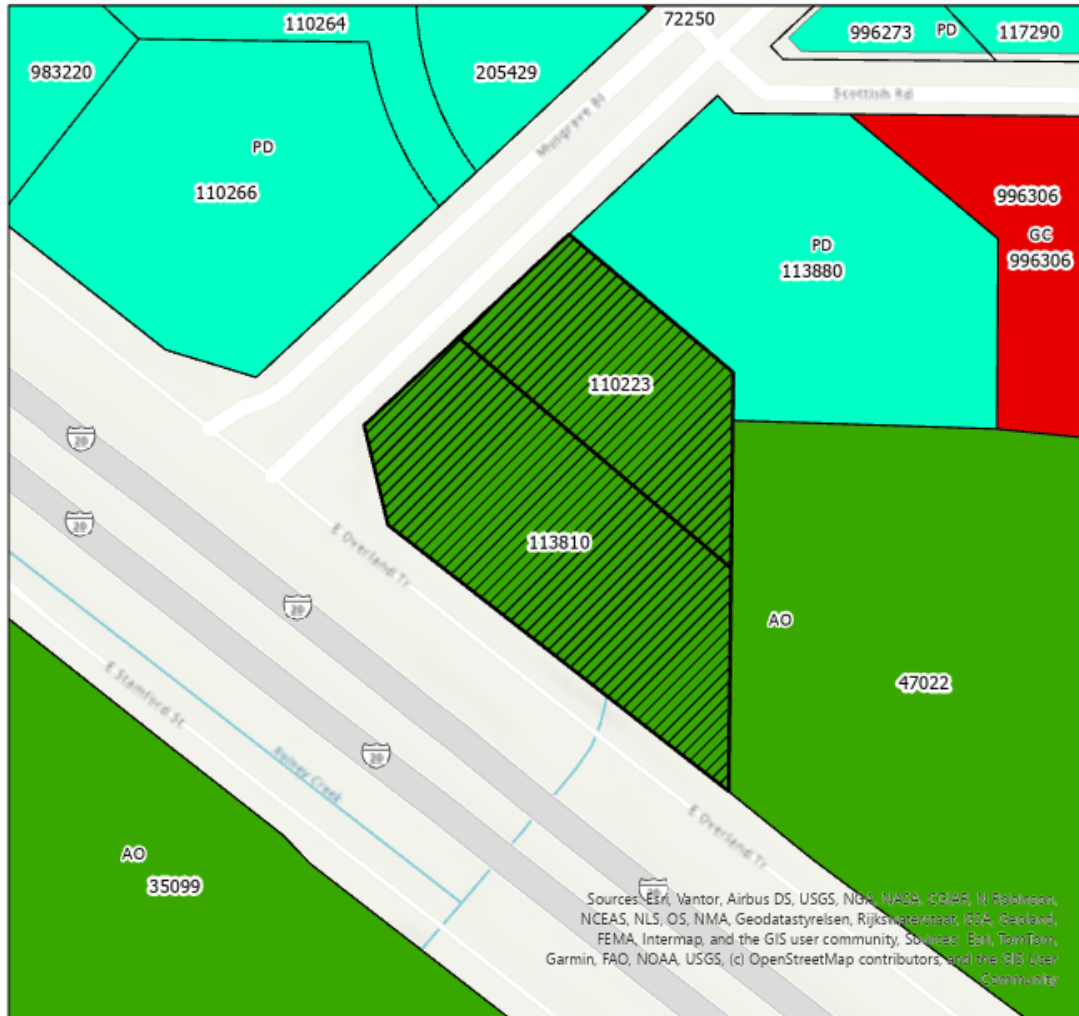


AERIAL LOCATION MAP





ZONING MAP



- Z-2026-40
- Courier Parcels
- Zoning Districts
- AO
- GC
- HC
- PD





PROPERTY VIEWS

Subject Property



West Property



Northeast Property



North Property





USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

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





USES IN 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:

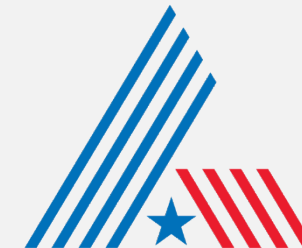
- C Aircraft and Accessories
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Brew Pub
- P Restaurant, Fast Food
- P 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

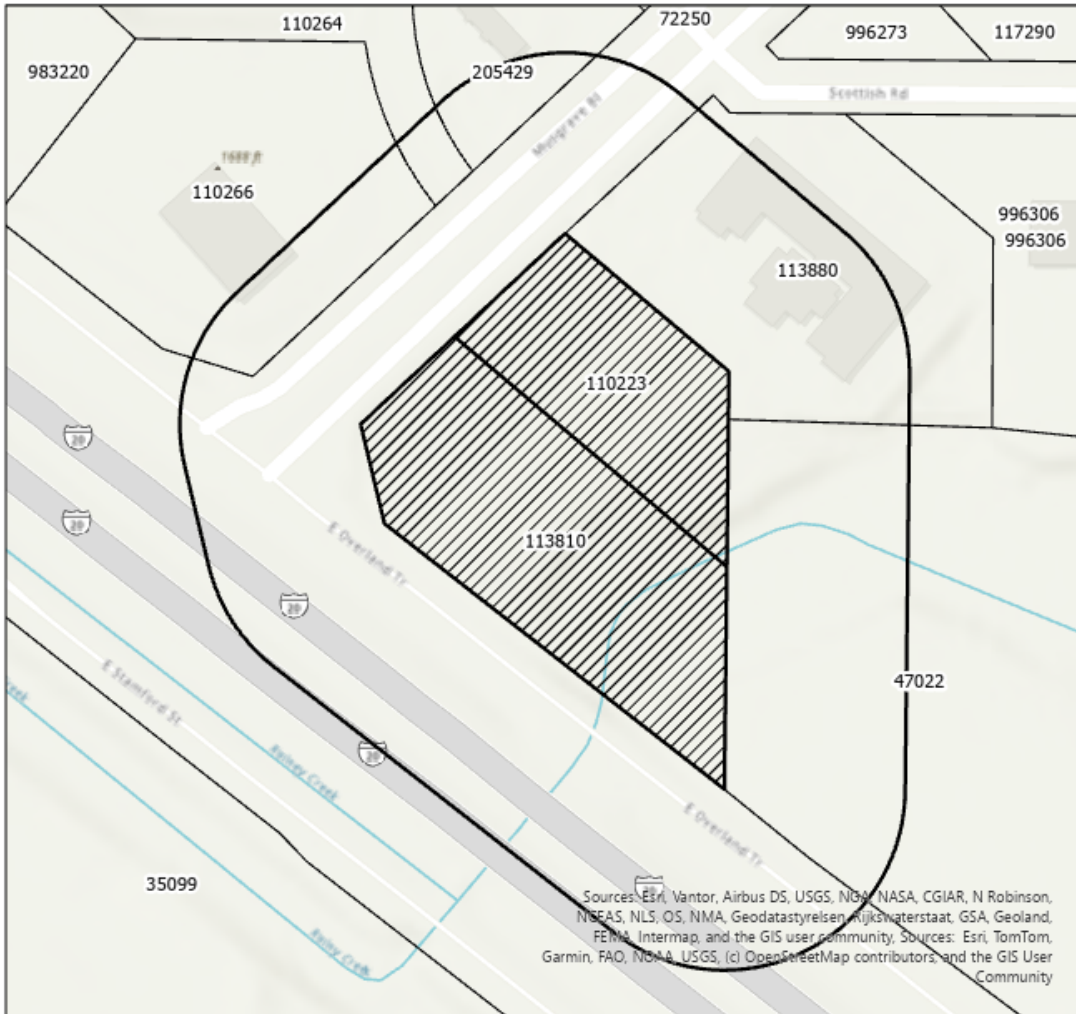
- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only,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



CITY OF
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TEXAS



NOTIFICATION AREA MAP

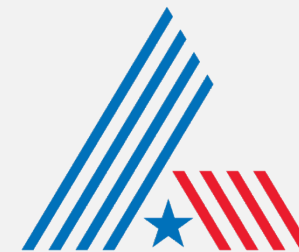


0.03
Miles

- Z-2026-40 Notification Buffer
- Z-2026-40
- Courier Parcels

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**.





Questions?





**CITY COUNCIL
MEMORANDUM
8/13/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: 17. Ordinance (Final Reading) Z-2026-41: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.32 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:

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

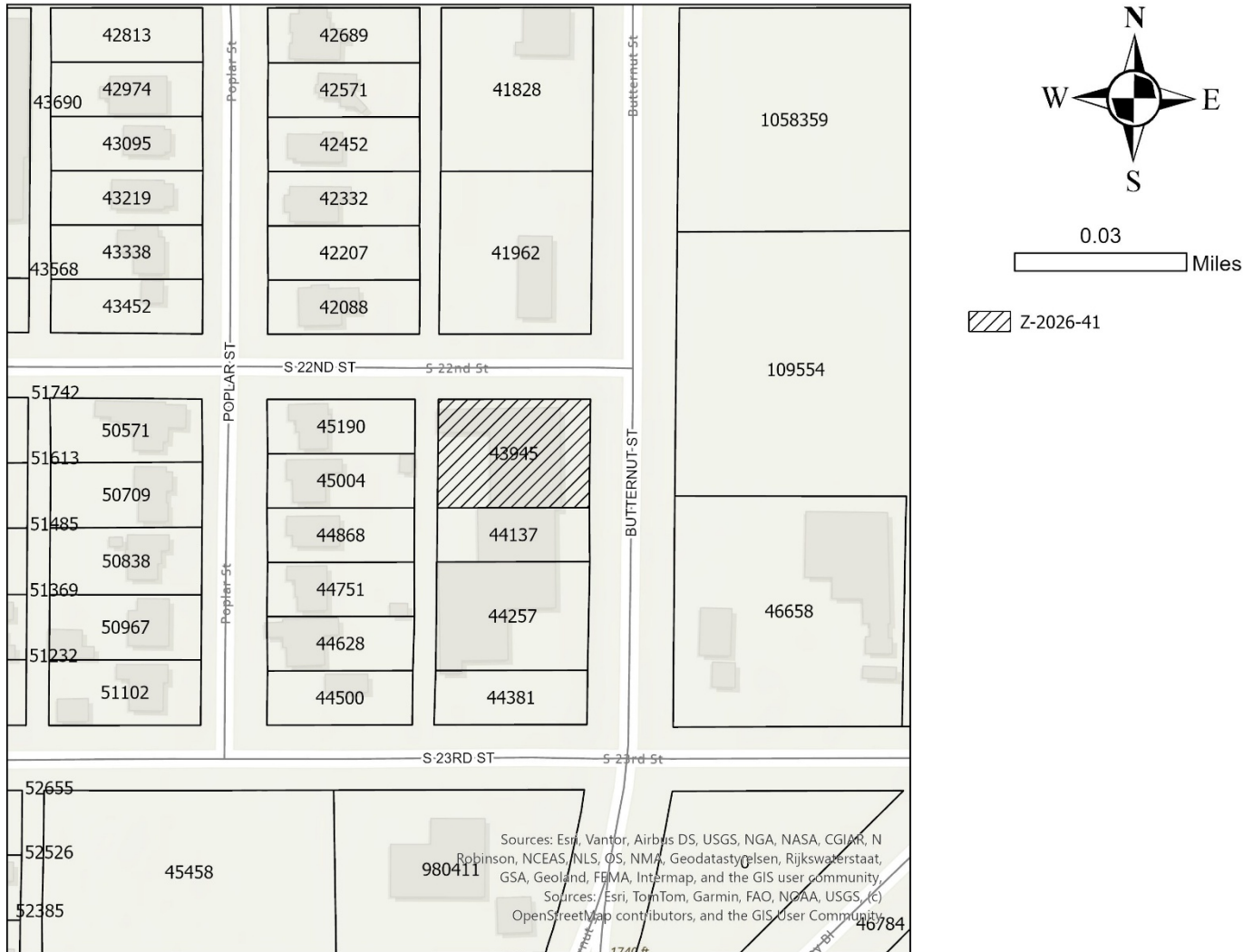
ORDINANCE NO. _____

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



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

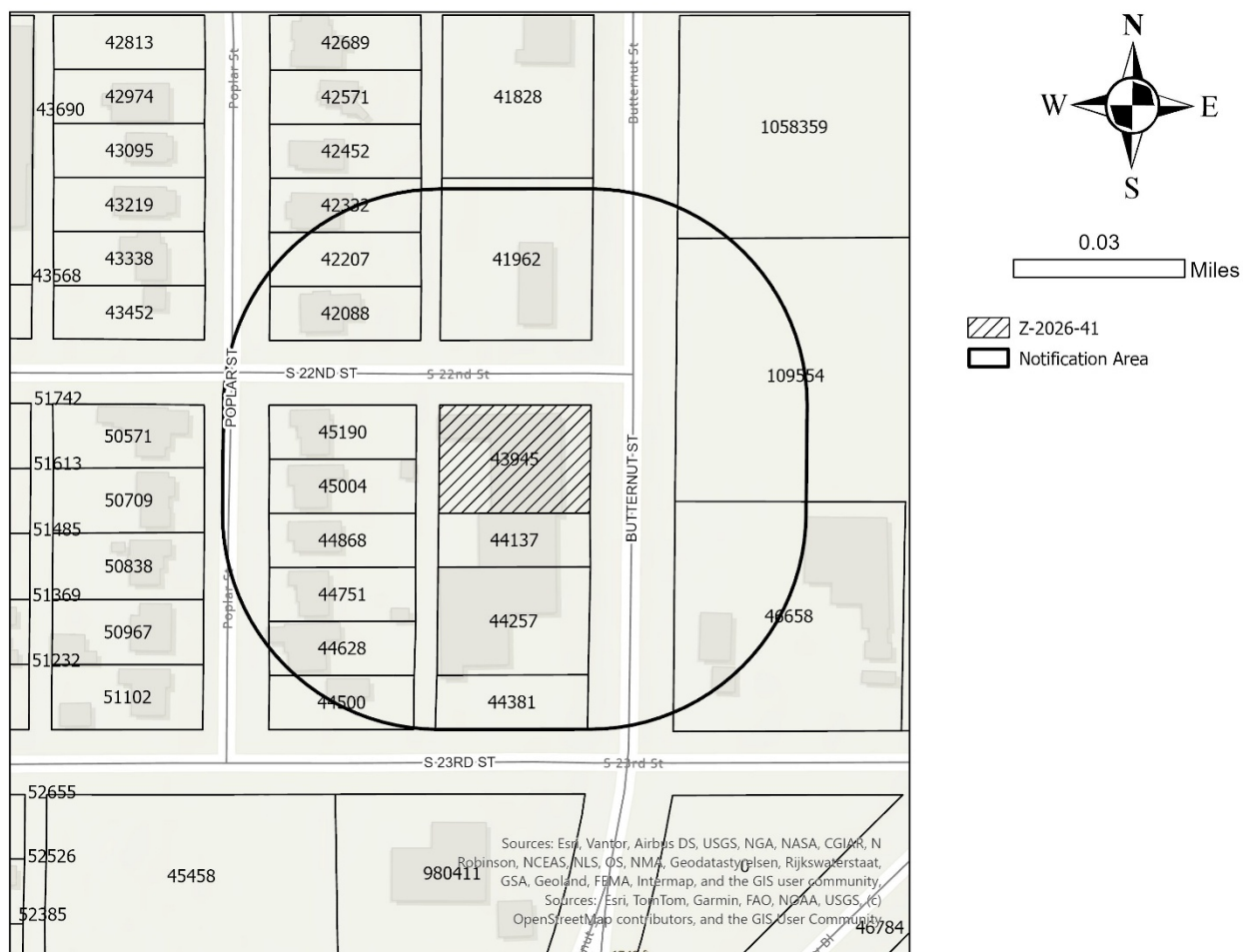
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on June 18, 2026, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

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	

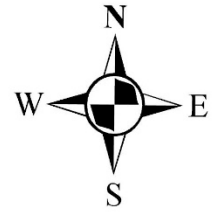
PROPERTY ID			Legend: O - Opposed, F - In Favor
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
PHOENIX COLLISION INC.	41962	2150 BUTTERNUT ST	
DIMAS DE LA TORRE JOSE TOMAS	42088	1354 S 22ND ST	
DIMAS DE LA TORRE JOSE TOMAS	42207	2133 POPLAR ST	
VILLEGAS JOSE LUIS	42332	2125 POPLAR ST	
HALL PAUL A & DEVEN 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

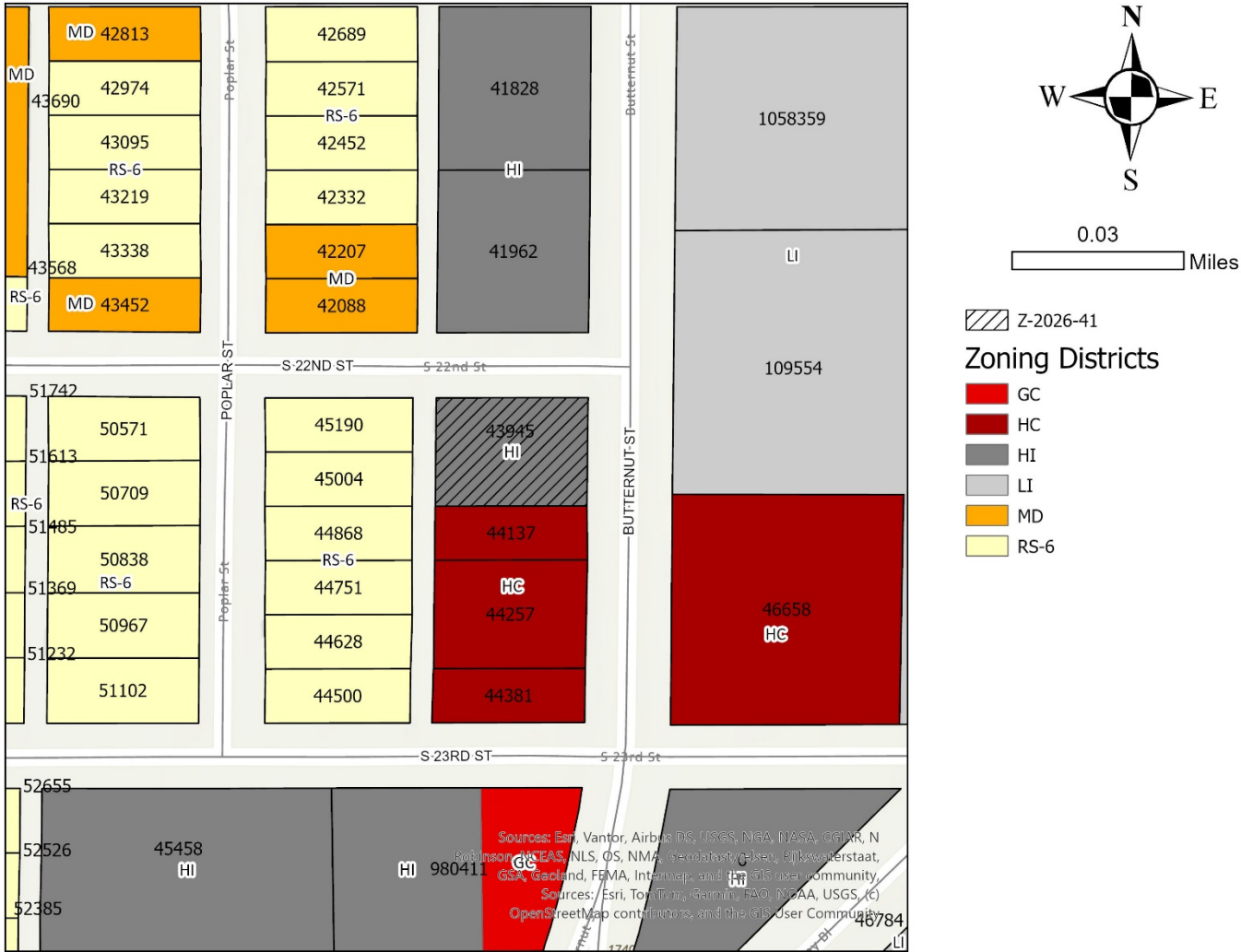


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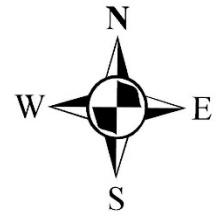
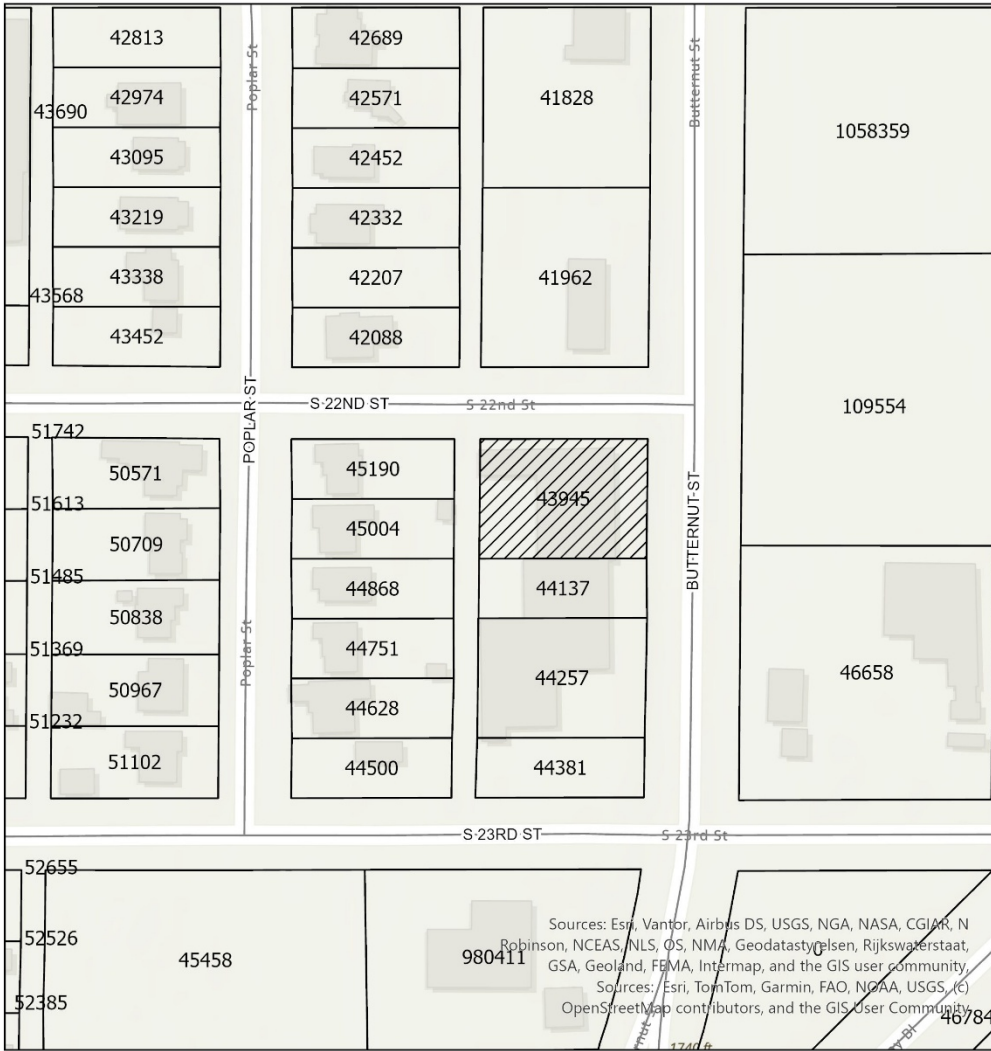
Miles

Z-2026-41

ZONING MAP



FLOOD MAP



0.03 Miles

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

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyelsen, 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-2026-41

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 ☐

01:01PM 02/10/27

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 AM 10:14

Alternatively, you may email your response to planning@abilenex.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: _____

Robert 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

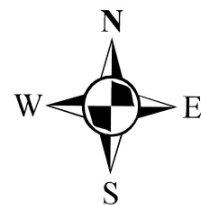
Planning & Zoning: July 7, 2026

Council Hearing: July 23, 2026
August 13, 2026





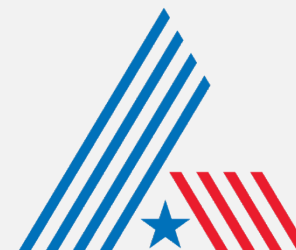
AERIAL LOCATION MAP



0.03

Miles

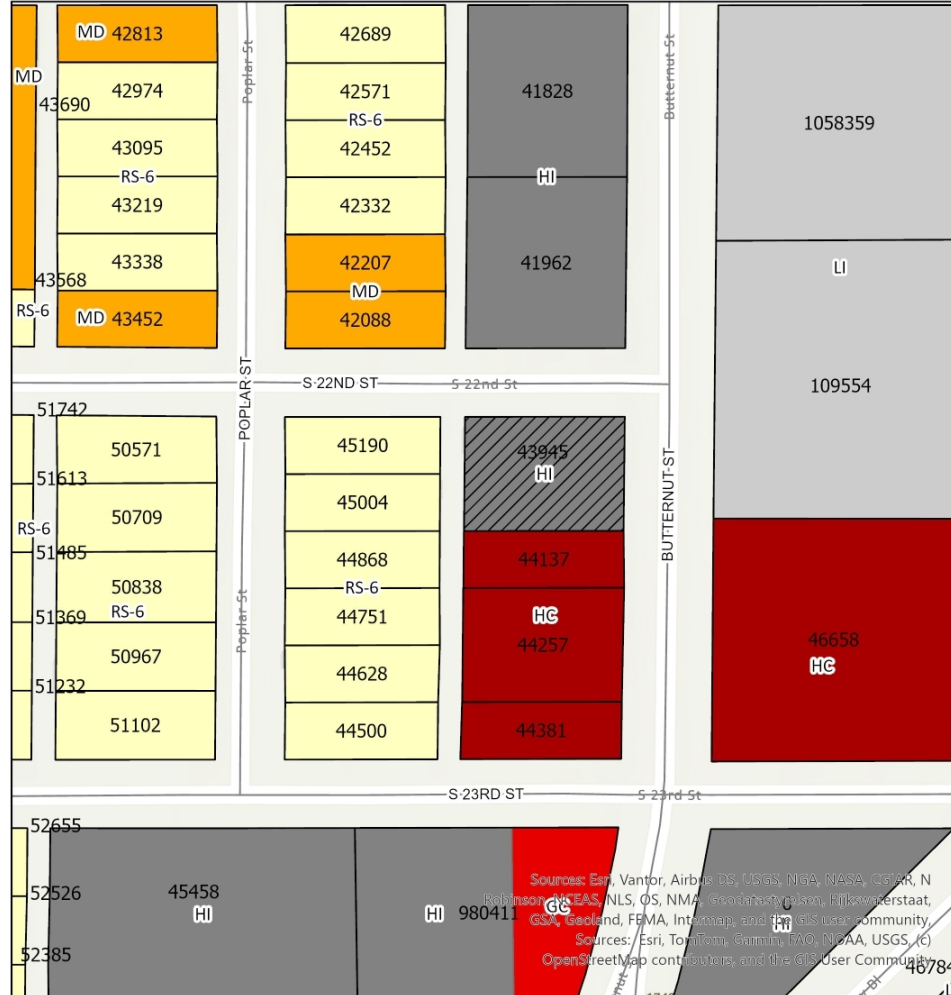
Z-2026-41



CITY OF
ABILENE
TEXAS



ZONING MAP



0.03

Miles

Z-2026-41

Zoning Districts

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

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CIA/R, N
Robinson, NLS, OS, NMA, GeoData, Esri, NIKS, Waterstaat,
GSA, GeoLand, FEMA, Intermap, and the GIS User Community.
Sources: Esri, TomTom, Garmin, OAO, NOAA, USGS, (c)
OpenStreetMap contributors, and the GIS User Community



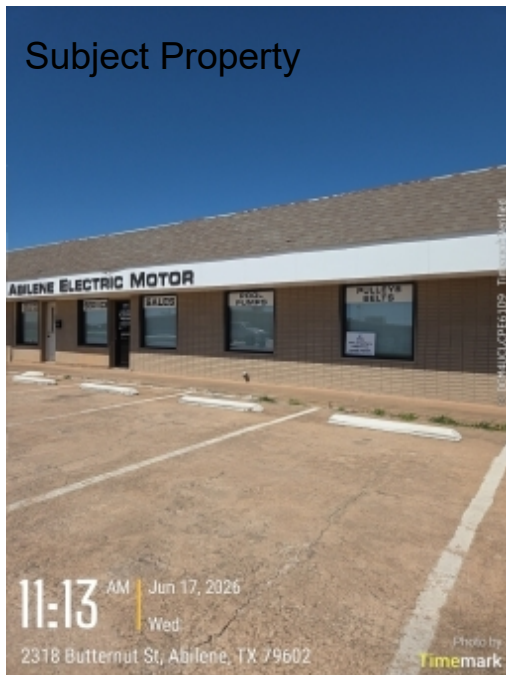


PROPERTY VIEWS

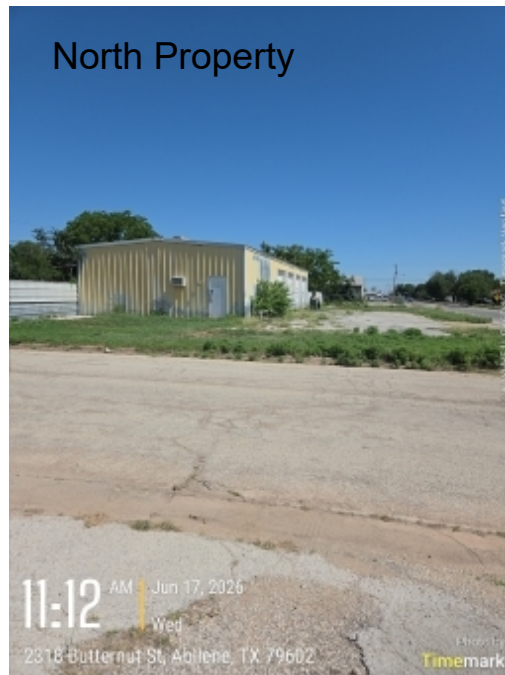
West Property



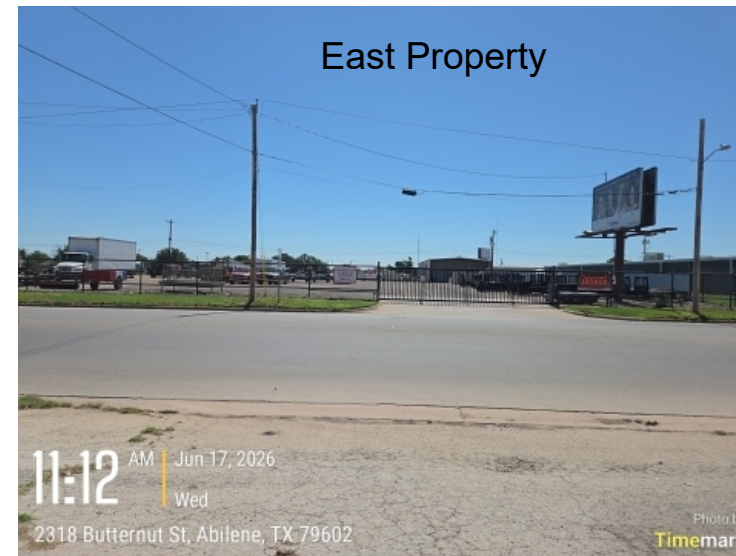
Subject Property



North Property



East Property





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





USES IN HEAVY COMMERCIAL ZONING

RESIDENTIAL USES:

C	Hotel/Motel
<u>ACCESSORY AND INCIDENTAL USES:</u>	
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) (<i>Defined under Liquor Store</i>)
P	Liquor Store (On Premises Consumption) (<i>Defined under Liquor Store</i>)
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

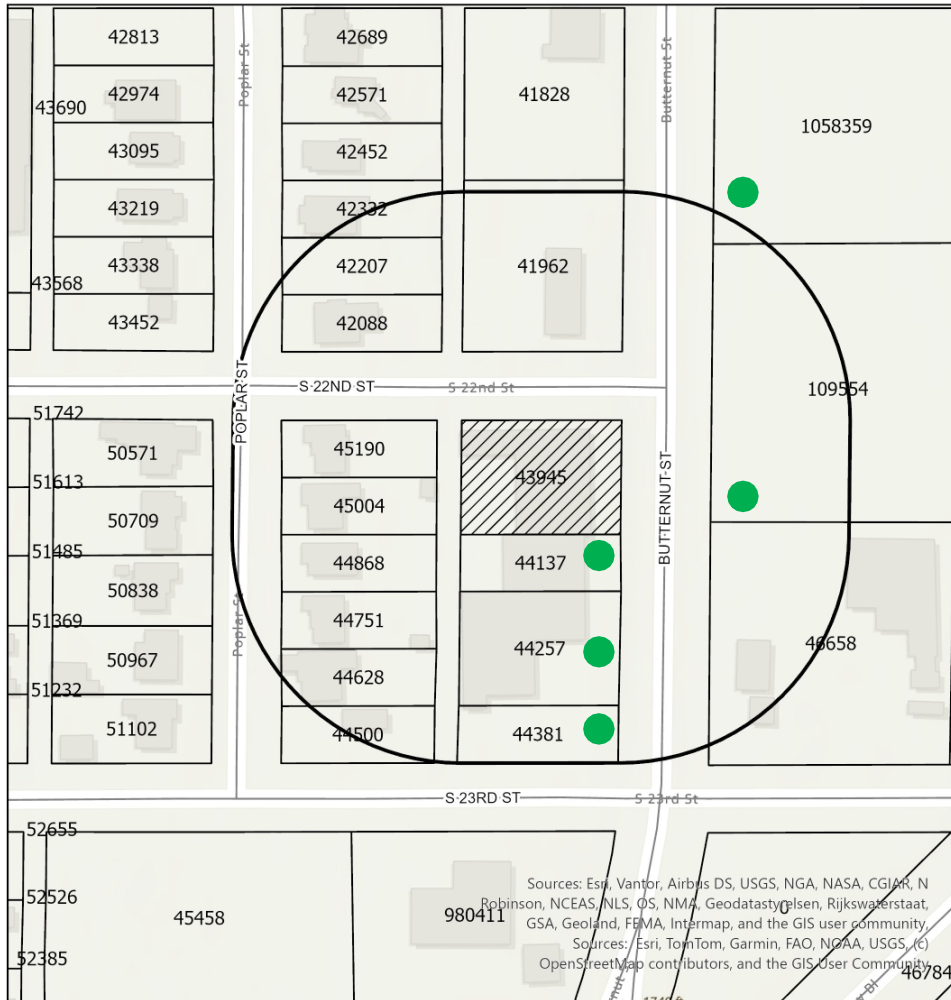
LEGEND

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





NOTIFICATION AREA MAP



0.03

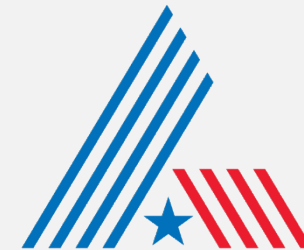
Miles

Z-2026-41

Notification Area

5 - in Favor - ●

0 - in Opposition - ●



CITY OF
ABILENE
TEXAS

Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyelsen, 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



FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z recommends **approval**.





Questions?





**CITY COUNCIL
MEMORANDUM
8/13/2026**

TO: Emily Crawford, City Manager
FROM: Tim Littlejohn, Director of Planning & Development Services
ITEM: **18. Ordinance (Final Reading) Z-2026-42: Receive a Report, Hold a Discussion and Public Hearing, 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? No

UPDATED ON:

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 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

ZONING CASE

Z-2026-42

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

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	

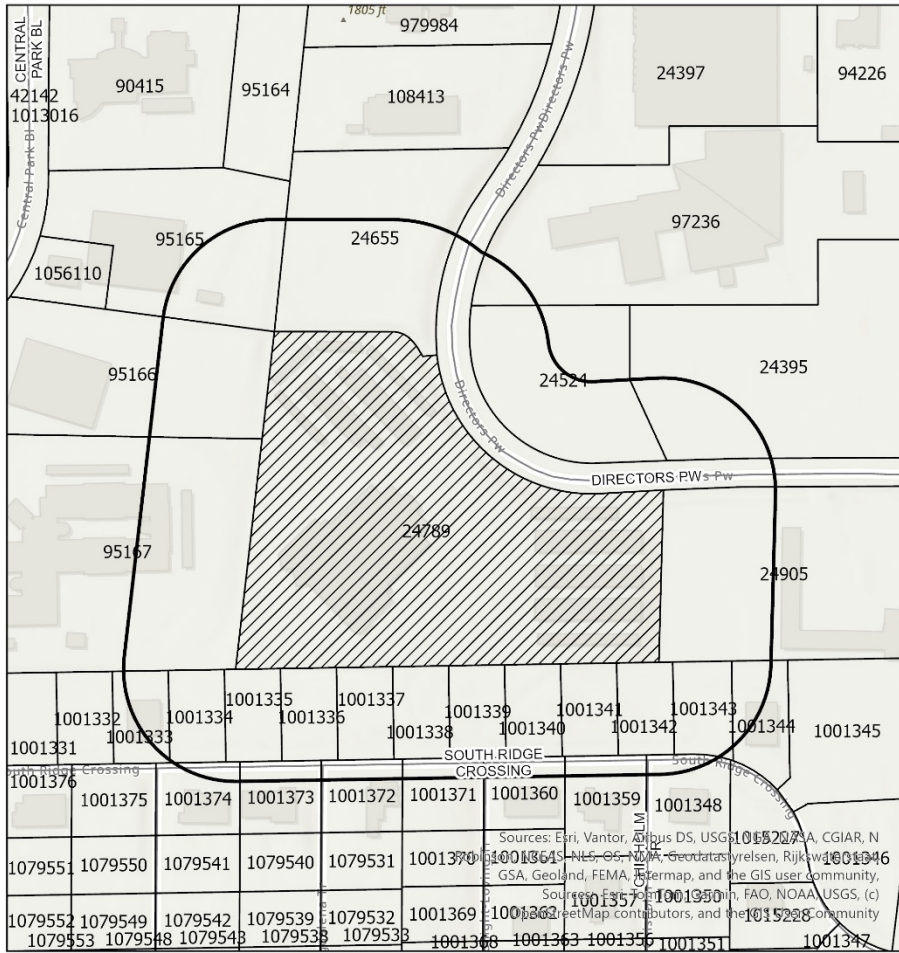
NFA HENDRICK SPV LLC	97236	6399 DIRECTORS PW	
NFA HENDRICK SPV LLC	97236	6401 DIRECTORS PW	
ROBIRDS ERIC & JESSIC	1001333	2002 SOUTH RIDGE CROSSING	
SIDDHIDHATA ENTERPRISES INC	24905	6550 HWY 83-84	
TRINH TRACIE	1001359	1717 SOUTH RIDGE CROSSING	

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	
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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

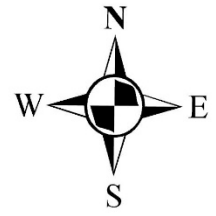
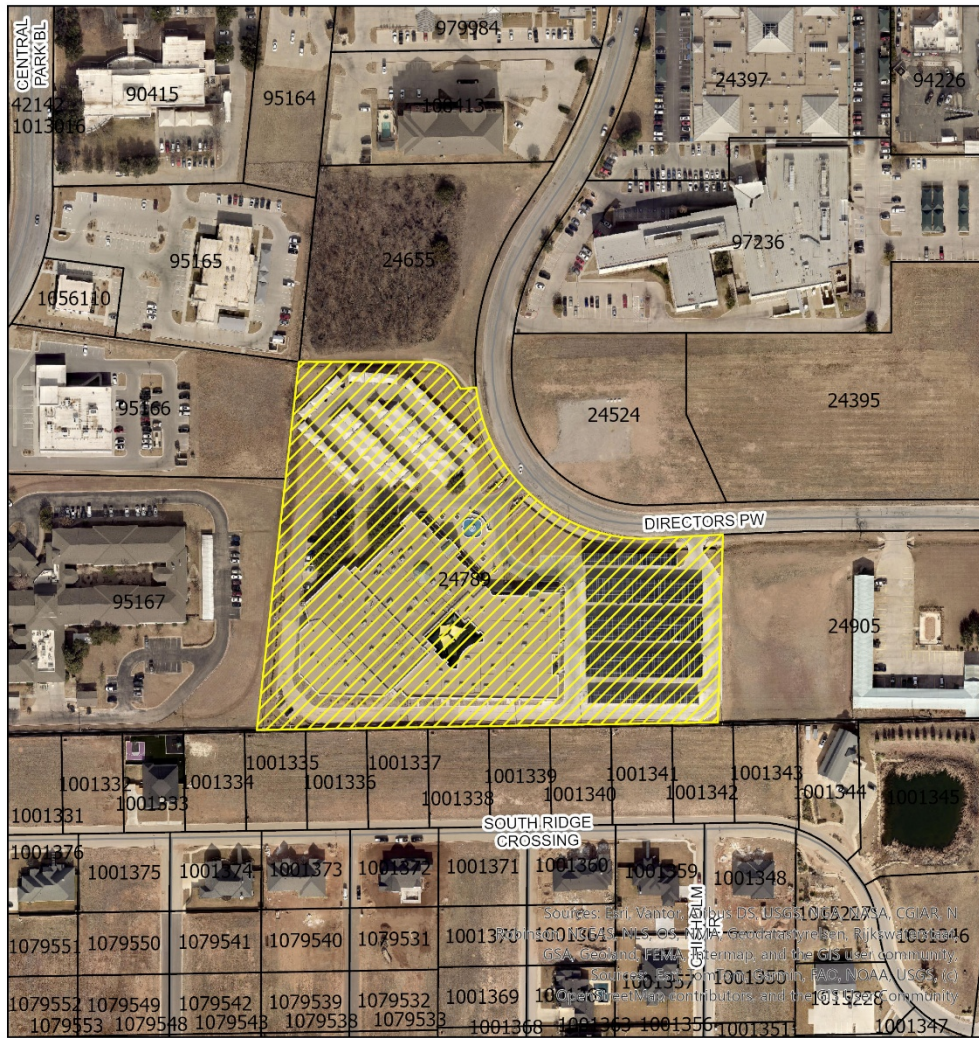


0.06
Miles

- Z-2026-42
- Notification Area

Sources: Esri, Vantor, Airbus DS, USGS, NOAA, CGIAR, N
 Sources: Esri, Vantor, Airbus DS, USGS, NOAA, CGIAR, N
 Sources: Esri, Vantor, Airbus DS, USGS, NOAA, CGIAR, N
 Sources: Esri, Vantor, Airbus DS, USGS, NOAA, CGIAR, N

LOCATION MAP

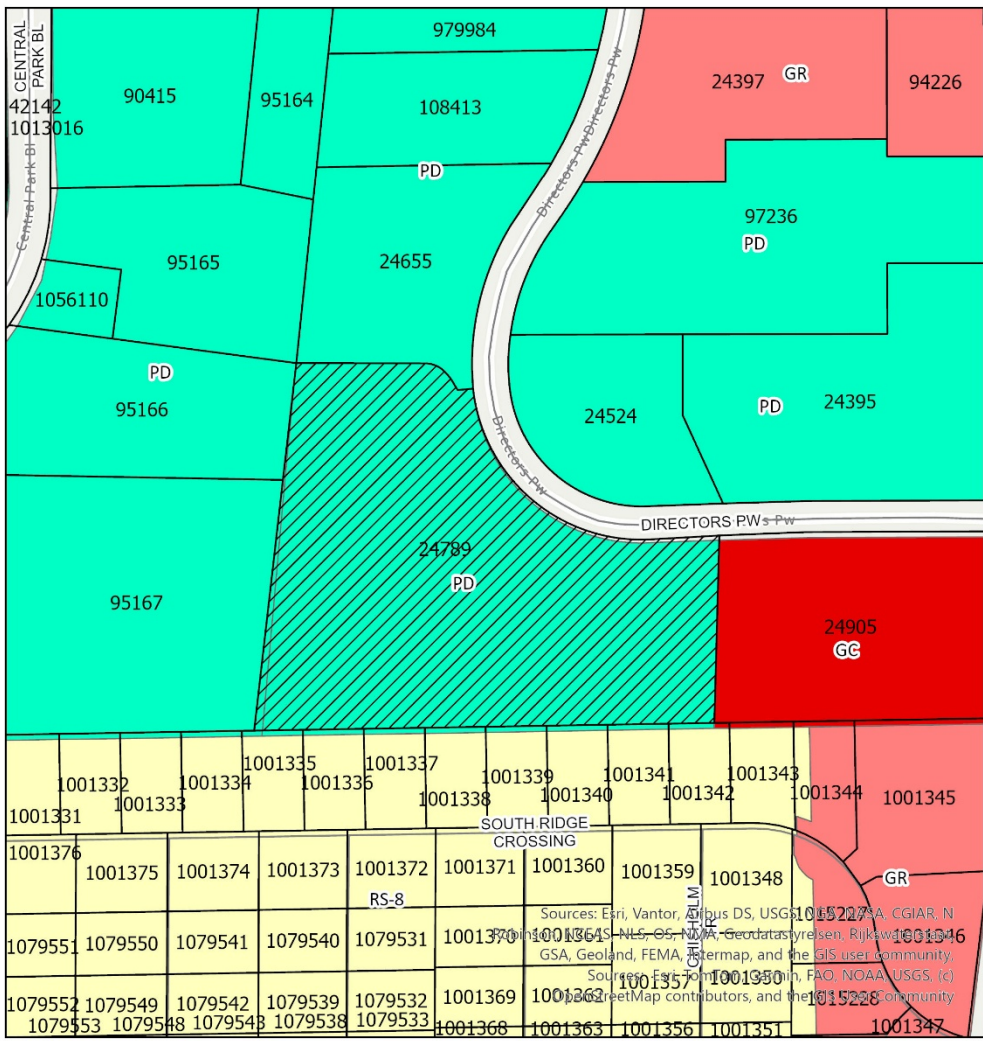


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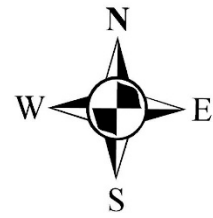
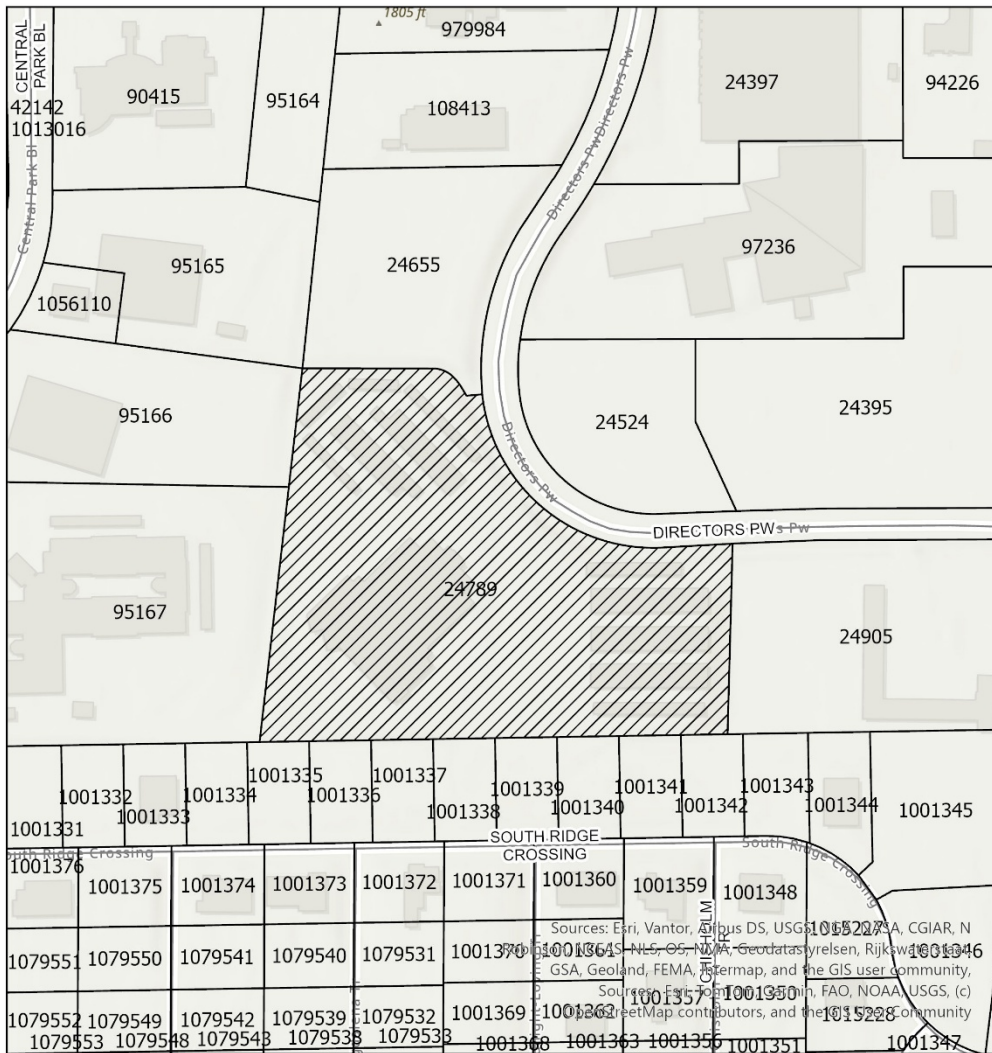
] Miles

 Z-2026-42

ZONING MAP



FLOOD MAP



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

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.

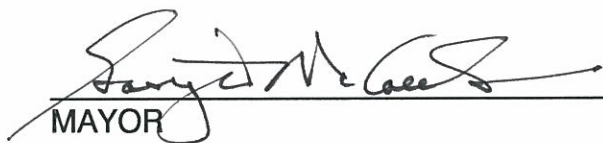
PASSED ON FIRST READING this 13 day of May _____ A.D. 1993.

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, 1993, 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. 1993.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

00151

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

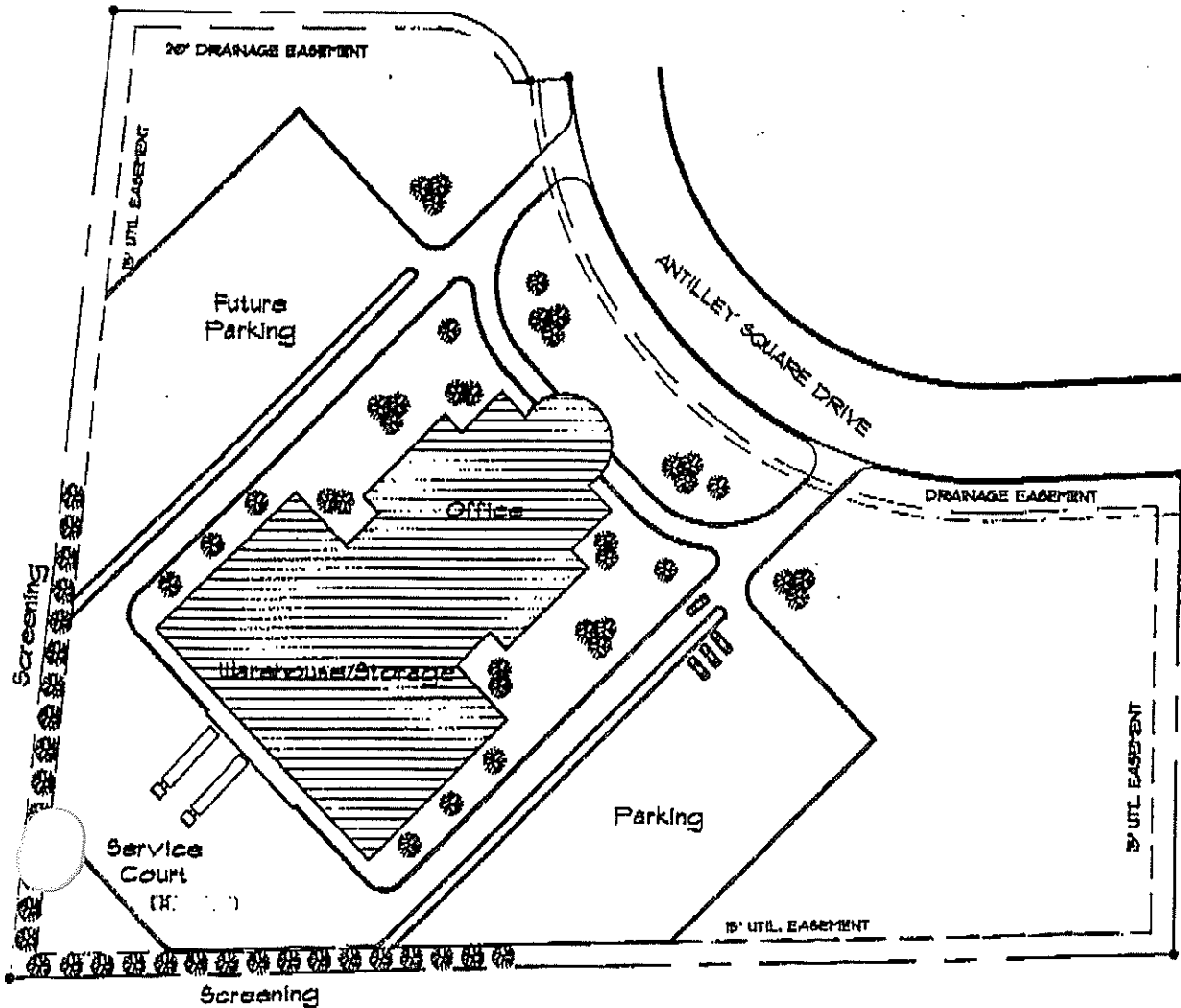
Side -- 25 feet

- 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

Exhibit "B"



SCHEMATIC SITE PLAN

05 25 100 250 FEET
710 10 175

00155

2-01693



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

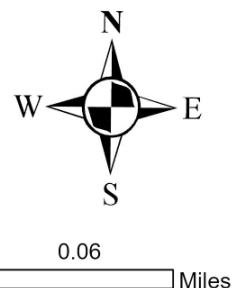
Planning & Zoning: July 7, 2026

Council Hearing: July 23, 2026
August 13, 2026



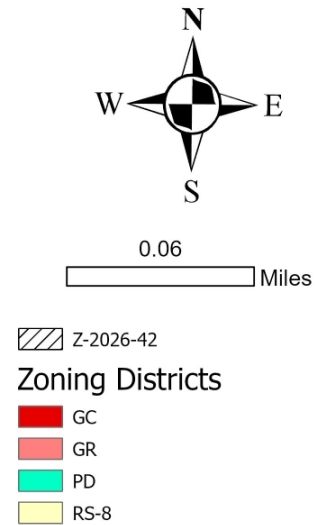


AERIAL LOCATION MAP



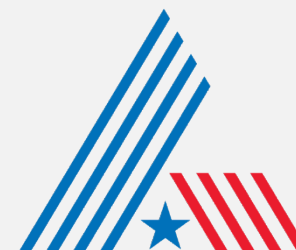
Z-2026-42







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

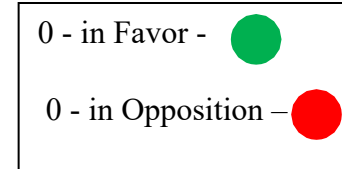
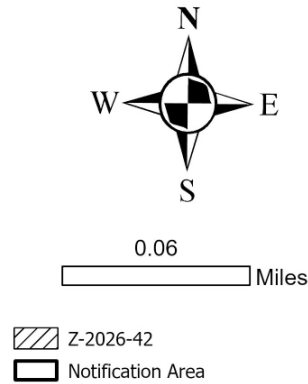
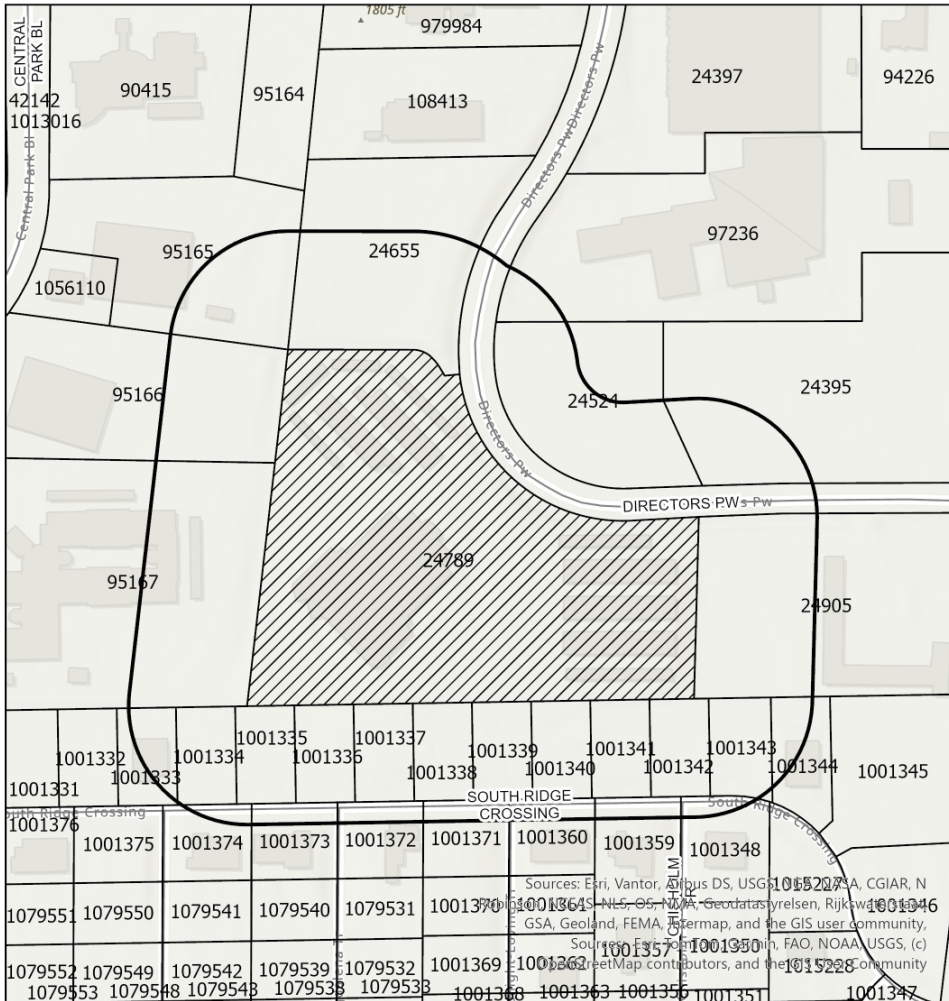
LEGEND

- 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





NOTIFICATION AREA MAP





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z recommends **approval**.





Questions?





**CITY COUNCIL
MEMORANDUM
8/13/2026**

TO: Honorable Mayor & Members of City Council
FROM: Stanley Smith, City Attorney

ITEM: 19. 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 Haight, 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

20. Matthew Bishop v. Chris Volirakis, APD; Cause No. SC26-11759J11, In the Justice Court, Precinct 1 Place 1, Taylor County, Texas, filed March 20, 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)

1. IT implementation of security assessments and deployment of technology resources

F.551.087 (Business Prospect/Economic Development)

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:

None

BACKUP DOCUMENTATION UPDATED? No

UPDATED ON: