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 27, 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 Jay Patterson

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

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.

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 13, 2026 ***(Shawna Atkinson)***

3. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2026 Rate Review Mechanism Filing; Declaring Existing Rates To Be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to Be Set By the Attached Settlement Tariffs to Be Just And Reasonable And In The Public Interest; Approving an Attachment Establishing A Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse ACSC's Reasonable Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution To the Company and the ACSC's Legal Counsel ***(Marjorie Knight)***

4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Convention Center Hotel Development Corporation's FY 2027 Budget ***(Marjorie Knight)***

5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Acknowledging Receipt of the Abilene-Taylor County Events Venue District's FY 2026 Revised Budget and FY 2027 Budget ***(Marjorie Knight)***

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

7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Integrated Infrastructure Management Plan – Wastewater Treatment Advisor Phase I ***(Jeremiah Bihl)***

8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Garver, LLC for the Integrated Infrastructure Management Plan – Wastewater Treatment Phase 1 Master Plan ***(Jeremiah Bihl)***

9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Integrated Infrastructure Management Plan – Water Treatment Domain Phase I ***(Jeremiah Bihl)***

10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Taylor Engineering, LLC for the Integrated Infrastructure Management Plan – Wastewater Collection Domain Phase 1 ***(Jeremiah Bihl)***

11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Jacob & Martin, LLC for the Integrated Infrastructure Management Plan – Water Distribution Domain Phase 1 ***(Jeremiah Bihl)***

12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the City Manager to Execute a Change Order to the Contract Between Siddons Martin Emergency Group, LLC and the Abilene Fire Department, for the Purchase of Four (4) Pierce Custom-Built Fire Apparatus ***(Cande Flores)***

13. **Ordinance (First Reading) HOZ-2026-02:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Apply Historic Overlay Zoning To Approximately 0.139 Acres Zoned General Commercial (GC). Located at 1902 North 1st Street. ***(Tim Littlejohn)***

14. **Ordinance (First Reading) Z-2026-43:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.8 Acres from Heavy Commercial (HC) to a Planned Development District (PDD-202). Located at 803, 825, and 833 Pine Street. ***(Tim Littlejohn)***

15. **Ordinance (First Reading) Z-2026-45:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 166.9 Acres from Agricultural Open (AO) to Patio Home (PH), Multi-Family (MF), and General Retail (GR). Located at 6002 Texas Avenue. ***(Tim Littlejohn)***

16. **Ordinance (First Reading) Z-2026-46:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 2.0 Acres from Agricultural Open (AO) to Residential Single-Family (RS-6). Located at 3234 Beltway S. ***(Tim Littlejohn)***

17. **Ordinance (First Reading) Z-2026-47:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to amend the terms of a Planned Development District (PDD-76). Specifically, to allow town homes and Patio Homes within Tract 3. Located at 5534 Health Way Dr. ***(Tim Littlejohn)***

18. **Ordinance (First Reading) Z-2026-48:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to change the zoning of approximately 30.08 acres from Agricultural Open (AO) to Residential Single Family (RS-6). Located at 6648 Butterfield Trail. ***(Tim Littlejohn)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

19. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Amendment No. 1 to the Emergency Construction Contract with Dowtech Specialty Contractors, Inc. for the Hamby VFD & Blower Emergency Project ***(Jeremiah Bihl)***

20. **Ordinance (Final Reading) Z-2026-44:** Receive a Report, Hold a Discussion and Public Hearing, 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)***

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
2. 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
3. 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
4. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
5. PFAS Litigation
6. 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
7. 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
8. Patricia Anderson v. City of Abilene; Cause No. 51867-A, IN the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024
9. 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
10. 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
11. 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
12. 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
13. 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
14. 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
15. 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
16. 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
17. 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
18. Brandon Jeffrey Gurganus v. City of Abilene; Cause No. 13925-D, In the 350th Judicial District Court, Taylor County, Texas; filed June 15, 2026
19. 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)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

REGULAR AGENDA

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

- Airport Development Board
- Animal Services Advisory Board
- Tax Increment Reinvestment Zone (TIRZ) #2
- Visual Arts Jury

23. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Settlement Agreement, Patricia Anderson v. City of Abilene, Cause No. 51867-A, In the 42nd Judicial District Court, Taylor County, Texas ***(Stanley Smith)***

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 21st day of August, 2026, at 1:00 p.m.

_____

Shawna Atkinson, TRMC, CMC
City Secretary

CITY COUNCIL MEMORANDUM
8/27/2026

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

ITEM: **2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 13, 2026** ***(Shawna Atkinson)***

GENERAL INFORMATION
Approval of the Minutes from the Regular Meeting Held on August 13, 2026

FUNDING/FISCAL IMPACT
None

STAFF AND/OR BOARD RECOMMENDATION
Approval of the Minutes

ATTACHMENTS:
1. 08-13-2026 Minutes - Regular - Morning

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 8/25/2026

CITY COUNCIL MEETING
August 13, 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 August 13, 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 Miguel Espinoza led the invocation and the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

- Employee Service Awards:
  - Cole Edmondson – 35 Years – Animal Outreach
  - Sandra Sotelo – 25 Years – Finance

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-10. Item 9 was pulled for individual consideration.

PUBLIC COMMENTS

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

- Justin Wallace
- Spencer Butcher
- Tammy Fogle

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

Councilmember Patterson moved to approve the consent agenda, consisting of items 3-8 and 10. 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

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 23, 2026

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
[ASSIGNED RESOLUTION NO. 148-2026]

5. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Technology License and Service Agreement with Transloc for Citylink
[ASSIGNED RESOLUTION NO. 149-2026]

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
[ASSIGNED RESOLUTION NO. 150-2026]

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).
[ASSIGNED RESOLUTION NO. 151-2026]

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

10. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Developers Agreement with Martin Marietta Materials Real Estate Investments, Inc.
[ASSIGNED RESOLUTION NO. 153-2026]

Mayor Pro-tem Price requested to have item 9 moved to the end of the Regular agenda for discussion.

REGULAR AGENDA

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
[NOT CONSIDERED]

This item was pulled from consideration prior to the meeting.

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
[ASSIGNED ORDINANCE NO. 65-2026]

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 a tattoo parlor.

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

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
[ASSIGNED ORDINANCE NO. 66-2026]

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

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

- Clayton Farrow, agent for the developer

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

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

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

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.
[ASSIGNED ORDINANCE NO. 67-2026]

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

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

- Tal Fillingim, agent for the developer

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

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

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

15. Ordinance (Final Reading) Z-2026-39: 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.
[DENIED]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced location from Medium Density (MD) to General Retail (GR).

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

- Brad Cranford
- Gary Casey
- David Jones

The following spoke in support of the item:

- Ron Ingram, applicant

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

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

AYES (5): Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Bailey, Espinoza and Craver
NAYS (2): Mayor Hurt and Councilmember Patterson

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.
[ASSIGNED ORDINANCE NO. 69-2026]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced location from Agricultural Open Space (AO) to General Commercial (GC).

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

- Tal Fillingim, agent for the developer

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

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.
[ASSIGNED ORDINANCE NO. 70-2026]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced location from Heavy Industrial (HI) to Heavy Commercial (HC).

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

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

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

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.
[ASSIGNED ORDINANCE NO. 71-2026]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced location from a Planned Development District (PDD-53) to Office (O).

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

- Justin Allen, agent for the developer

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

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

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

ITEM PULLED FROM CONSENT FOR INDIVIDUAL CONSIDERATION

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
[ASSIGNED RESOLUTION NO. 152-2026]

Having pulled the item, Mayor Pro-tem Price had corrections he wanted made to the action plan before submittal. He read through his corrections and asked staff to provide this document two meeting prior to the submission deadline in the future, so that Council and staff has enough time to review and make changes.

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 with the recommended changes read during the meeting. Deputy Mayor Pro-tem Beard seconded the motion; motion carried.

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

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:36 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:

19.A. 551.071 (Consultations with Attorney)
1. Alton Smith Jr & Alicia Marie Smith v. City of Abilene, Cause No 51055-A
2. Patricia Anderson v. City of Abilene, Cause No 51867-A
3. Tracey Freeman v. City of Abilene, Cause No 5:25-cv-00590-XR
4. Ishmael Jaimes v. City of Abilene, Civil Action No. 1:25-cv-00249-H

19.D. 551.074 (Personnel Matters)
1. City Manager
2. Boards & Commissions (re)Appointments

19.E. 551.076 (Deliberations about Security Devices)
1. IT implementation of security assessments and deployment of technology resources
2. Flock Cameras

The Executive Session ended at 10:55 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:55 a.m.

Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

CITY OF ABILENE

CITY COUNCIL MEMORANDUM
8/27/2026

TO: **Emily Crawford, City Manager**
FROM: **Marjorie Knight, Director of Finance**

ITEM: **3. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2026 Rate Review Mechanism Filing; Declaring Existing Rates To Be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to Be Set By the Attached Settlement Tariffs to Be Just And Reasonable And In The Public Interest; Approving an Attachment Establishing A Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse ACSC's Reasonable Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution To the Company and the ACSC's Legal Counsel *(Marjorie Knight)***

GENERAL INFORMATION

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2026, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2025, entitled it to additional system-wide revenues of $291.1 million.

After several settlement meetings, the parties have agreed to settle the case for $260.5 million. This includes payment of ACSC's expenses. The effective date for new rates is October 1, 2026.

The impact of the settlement on average residential rates is an increase of $13.37 on a monthly basis, or 14.15%. The increase for average commercial usage will be $44.82 or 9.90%.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval.

ATTACHMENTS:

1. Resolution Atmos Mid-Tex 2026 RRM Settlement
2. Atmos Attachment 2_ CY25 MTX RRM - Pension Benchmark
3. Atmos CY25 MTX RRM - Average Bill
4. Atmos Mid-Tex 2026 RRM Model Staff Report
5. Presentation - Approving Atmos Settlement Rate Review

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2026 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Abilene, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2026, Atmos Mid-Tex filed its 2026 RRM rate request with ACSC Cities based on a test year ending December 31, 2026; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2026 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $260.5 million on a system-wide basis with an Effective Date of October 1, 2026; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $260.5 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2026 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $260.5 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2026 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2026.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF _____, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF _____, 2026.

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2026 Willis Towers Watson Report as adjusted (1) (2) (3)	$ 200,382	$ (490,197)	$ 951,536	$ (3,288,240)	$ 72,926	
2	Allocation Factor	46.66%	46.66%	87.00%	87.00%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 93,490	$ (228,707)	$ 827,882	$ (2,860,928)	$ 72,926	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	$ 93,490	$ (228,707)	$ 827,882	$ (2,860,928)	$ 72,926	$ (2,095,337)
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	80.27%	80.27%	36.19%	36.19%	8.73%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	$ 75,047		$ 299,646			$ 374,693
11	Total Post-Employment Benefit Plan		$ (183,588)		$ (1,035,492)		(1,219,080)
12	Total Supplemental Executive Benefit Plan					$ 6,367	6,367
13	Total (Ln 10 + Ln 11 + Ln 12)	$ 75,047	$ (183,588)	$ 299,646	$ (1,035,492)	$ 6,367	$ (838,020)

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	**Rate R @ 40.7 Ccf**							
2	Base Rates:							
3	Customer Charge		$ 23.65	$ 24.35	$ 23.65	$ 24.35	$ 0.70	
4	Consumption Charge (Ccf)	40.7	$ 0.74748	$ 1.03839	30.44	42.29	11.85	
5	Total Base Rates				$ 54.09	$ 66.64	$ 12.55	23.20%
6								
7	Gas Cost:							
8	Rider GCR Part A (Ccf)	40.7	$ 0.26375	$ 0.26375	$ 10.74	$ 10.74	$ -	
9	Rider GCR Part B (Ccf)	40.7	$ 0.58642	$ 0.58642	23.88	23.88	-	
10	Total Gas Cost				$ 34.62	$ 34.62	$ -	0.00%
11								
12	Total Base with Gas Cost				$ 88.71	$ 101.26	$ 12.55	
13	Rider FF & Rider TAX		0.06509	0.06509	5.77	6.59	0.82	14.15%
14								
15	**Total Residential Average Bill**				**$ 94.48**	**$ 107.85**	**$ 13.37**	**14.15%**
16								
17	**Rate C @ 372.6 Ccf**							
18	Base Rates:							
19	Customer Charge		$ 94.00	$ 115.50	$ 94.00	$ 115.50	$ 21.50	
20	Consumption Charge (Ccf)	372.6	$ 0.22261	$ 0.27784	82.95	103.53	20.58	
21	Total Base Rates				$ 176.95	$ 219.03	$ 42.08	23.78%
22								
23	Gas Cost:							
24	Rider GCR Part A	372.6	$ 0.26375	$ 0.26375	$ 98.28	$ 98.28	$ -	
25	Rider GCR Part B	372.6	$ 0.40258	$ 0.40258	150.02	150.02	-	
26	Total Gas Cost				$ 248.30	$ 248.30	$ -	0.00%
27								
28	Total Base with Gas Cost				$ 425.25	$ 467.33	$ 42.08	
29	Rider FF & Rider TAX		0.06509	0.06509	27.68	30.42	2.74	9.90%
30								
31	**Total Commercial Average Bill**				**$ 452.93**	**$ 497.75**	**$ 44.82**	**9.90%**
32								

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
33	**Rate I at 1263 MMBTU**							
34	Base Rates:							
35	Customer Charge		$1,848.75	$ 2,304.50	$ 1,848.75	$ 2,304.50	$ 455.75	
36	Block 1 - Consumption Charge (MMBtu)	1,263	$ 0.7678	$ 0.9582	969.87	1,210.38	240.51	
37	Block 2 - Consumption Charge (MMBtu)	-	$ 0.5623	$ 0.7018	-	-	-	
38	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1206	$ 0.1505	-	-	-	
39	Total Base Rates	1,263			$ 2,818.62	$ 3,514.88	$ 696.26	24.70%
40								
41	Gas Cost:							
42	Rider GCR Part A (MMBtu)	1,263	$ 2.63750	$ 2.63750	$ 3,331.65	$ 3,331.65	$ -	
43	Rider GCR Part B (MMBtu)	1,263	$ 0.90813	$ 0.90813	1,147.13	1,147.13	-	
44	Total Gas Cost				$ 4,478.78	$ 4,478.78	$ -	0.00%
45								
46	Total Base with Gas Cost				$ 7,297.41	$ 7,993.67	$ 696.26	
47	Rider FF and Rider TAX		0.06509	0.06509	475.01	520.33	45.32	9.54%
48								
49	**Total Industrial Average Bill**				**$ 7,772.42**	**$ 8,514.00**	**$ 741.58**	**9.54%**
50								
51	**Rate T at 4935 MMBTU**							
52	Base Rates:							
53	Customer Charge		$1,848.75	$ 2,304.50	$ 1,848.75	$ 2,304.50	$ 455.75	
54	Block 1 - Consumption Charge (MMBtu)	1,500	$ 0.7678	$ 0.9582	1,151.70	1,437.30	285.60	
55	Block 2 - Consumption Charge (MMBtu)	3,435	$ 0.5623	$ 0.7018	1,931.41	2,410.57	479.16	
56	Block 3 - Consumption Charge (MMBtu)	-	$ 0.1206	$ 0.1505	-	-	-	
57	Total Base Rates	4,935			$ 4,931.86	$ 6,152.37	$ 1,220.51	24.75%
58								
59	Gas Cost:							
60	Rider GCR Part B (MMBtu)	4,935	$ 0.90813	$ 0.90813	$ 4,481.46	$ 4,481.46	$ -	
61	Total Gas Cost				$ 4,481.46	$ 4,481.46	$ -	0.00%
62								
63	Total Base with Gas Cost				$ 9,413.33	$ 10,633.84	$ 1,220.51	
64	Rider FF and Rider TAX		0.06509	0.06509	612.74	692.19	79.45	12.97%
65								
66	**Total Transportation Average Bill**				**$ 10,026.07**	**$ 11,326.02**	**$ 1,299.96**	**12.97%**

July 24, 2026

MODEL STAFF REPORT FOR RESOLUTION OR ORDINANCE

BACKGROUND AND SUMMARY

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2026, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2025, entitled it to additional system-wide revenues of $291.1 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $273.6 million. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $253.4 million instead of the claimed $291.1 million.

After several settlement meetings, the parties have agreed to settle the case for $260.5 million. This is a reduction of over $30 million to the Company's initial request. This includes payment of ACSC's expenses. The Effective Date for new rates is October 1, 2026. ACSC members should take action approving the Resolution/Ordinance before October 1, 2026.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate $260.5 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of $13.37 on a monthly basis, or 14.15%. The increase for average commercial usage will be $44.82 or 9.90%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When

new rates become effective on October 1, 2026, ACSC residents will maintain an economic monthly advantage over GRIP and will be comparable to DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	Average Bill	Compared to RRM Cities
RRM Cities:	$66.18	-
DARR:	$66.07	$0.11
ATM Cities:	$67.02	($0.84)
Environs:	$66.07	$0.11

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional $260.5 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.

8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.

10. This section provides for an effective date upon passage.

11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $291.1 million in additional system-wide revenues, the RRM settlement at $260.5 million for ACSC members reflects substantial savings to ACSC cities. Settlement at $260.5 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before October 1, 2026. New rates become effective October 1, 2026.

Resolution – Approving Settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division 2026 Rate Review Mechanism Filing

CITY OF ABILENE TEXAS

Resolution – Approving Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division 2026 Rate Review Mechanism Filing

- The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation is a member of the Atmos Cities Steering Committee ("ACSC").
- In 2007, ACSC and Atmos settled a rate application for interim rate adjustment which also created a rate review process with the ACSC referred to as Rate Review Mechanism ("RRM") for future filings
- On or about April 1, 2026, Atmos filed a rate request pursuant to the RRM Tariff adopted by ACSC members which claimed entitlement to an additional $291.1 million of additional system-wide revenues

CITY OF ABILENE TEXAS

Resolution – Approving Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division 2026 Rate Review Mechanism Filing

- After application of the standards set in ACSC's RRM Tariff and several settlement meetings, the parties have agreed to settle the case for $260.5 million which includes payment of ACSC's expenses
- Effective date for new rates is October 1, 2026
- Impact on average residential rates is an increase of $13.37 monthly or 14.15%
- Impact on average commercial usage will be $44.82 monthly or 9.90%

CITY OF ABILENE TEXAS

Resolution – Approving Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division 2026 Rate Review Mechanism Filing

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
8/27/2026

TO: **Emily Crawford, City Manager**
FROM: **Marjorie Knight, Director of Finance**

ITEM: **4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Convention Center Hotel Development Corporation's FY 2027 Budget *(Marjorie Knight)***

GENERAL INFORMATION

On July 20, 2026, the Abilene Convention Center Hotel Development Corporation (ACCHDC) Board approved its FY 2027 budget. Per the ACCHDC's bylaws, the budget is not effective until it has also been approved by the City Council. The ACCHDC was established to develop and finance a downtown hotel within 1,000 feet of the Abilene Convention Center to promote tourism and economic development. The downtown hotel is operated as the DoubleTree by Hilton Abilene Downtown Convention Center under a management agreement with Hilton, through its subsidiary Doubletree Management LLC.

The budget is presented on a GAAP basis and combines the hotel's operating budget with an administrative budget that includes debt service, depreciation, and other non-operating costs. Hilton operates on a calendar year and is not required to submit its budget to the ACCHDC until November 1. Because the ACCHDC fiscal year begins October 1, the board has approved a preliminary budget for administrative compliance purposes. Adjustments are expected once Hilton's final budget is submitted in November and staff will return to Council with revisions. Preliminary figures reflect $16.6 million in operating revenues, $13.3 million in operating expenses, and $3.4 million in net operating income. Non-operating expenses total $2 million, primarily bond interest. After adjusting for cash flow and transfers, the budget projects sufficient resources to meet FY 2027 debt service.

FUNDING/FISCAL IMPACT

The ACCHDC is self-supporting and operating revenues are sufficient to cover their debt service requirements without assistance. There is no fiscal impact to the City.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends the City Council approve the Abilene Convention Center Hotel Development Corporation's Budget.

ATTACHMENTS:

1. Resolution Approving the Abilene Convention Center Hotel Development Corporation FY 2027 Budget
2. Exhibit A - ACCHDC FY 2027 Proposed Budget 07-20-2026
3. Presentation - ACCHDC FY 2027 Budget Preliminary

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE ABILENE CONVENTION CENTER HOTEL DEVELOPMENT CORPORATION FY 2027 BUDGET.

WHEREAS, the Abilene Convention Center Hotel Development Corporation board of directors approved their FY 2027 Budget at their July 20, 2026, board meeting; and

WHEREAS, the bylaws of the Abilene Convention Center Hotel Development Corporation require the budget to be approved by the City Council of the City of Abilene, Texas; and

WHEREAS, attached as Exhibit A is the FY 2027 Budget of the Abilene Convention Center Hotel Development Corporation.

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

Part 1: The City Council of the City of Abilene, Texas has approved the budget of the Abilene Convention Center Hotel Development Corporation for FY 2027.

ADOPTED this 27th day of August, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Exhibit A

Abilene Convention Center Hotel Development Corporation
Proposed Corporate Budget
Fiscal Year ended September 30, 2027
with comparative totals for Fiscal Year ended September 30, 2026 and 2025

	2025		2026		2027
	Actual	Budget	Original Budget	Revised Budget	Proposed Budget
REVENUES					
Operating:					
Rooms	$ 10,036,037	$ 8,151,809	$ 9,718,796	$ 11,960,906	$ 11,960,906
Food and beverage	3,290,579	4,319,657	5,578,835	4,012,056	4,012,056
Other departments and services	671,914	541,128	692,113	718,555	674,816
Total Operating Revenues	13,998,530	13,012,594	15,989,744	16,691,517	16,647,778
EXPENSES					
Operating:					
Rooms	2,242,170	2,147,565	2,135,164	2,461,523	2,461,523
Food and beverage	2,568,717	3,374,134	4,002,831	2,673,315	2,673,315
Other departments and services	486,037	370,971	404,731	332,505	278,399
General and administrative	1,415,700	1,565,425	1,790,800	1,392,490	1,414,072
Information and telecommunications	288,490	264,319	267,026	397,407	426,626
Sales and marketing	2,129,544	1,917,083	2,218,853	2,361,821	1,787,782
Property operations and maintenance	674,114	633,178	614,532	755,227	773,133
Management fees	334,733	308,226	479,692	479,332	874,008
Utilities	453,119	468,948	504,704	496,517	510,713
Depreciation	2,089,477	2,080,047	2,090,336	2,090,336	2,096,096
Total Operating Expenses	12,682,101	13,129,896	14,508,668	13,440,473	13,295,668
OPERATING INCOME (LOSS)	1,316,429	(117,302)	1,481,076	3,251,044	3,352,110
NON-OPERATING REVENUES AND (EXPENSES):					
Investment earnings	239,369	216,000	216,000	216,000	216,000
Contributions and donations	950,000	-	-	-	-
Miscellaneous revenue	44,700	-	-	-	-
Other non-operating expense	(458,151)	(439,476)	(445,564)	(487,860)	(492,014)
Interest and fee expense	(1,779,736)	(1,774,784)	(1,760,783)	(1,760,783)	(1,737,565)
Total Non-Operating Revenue and (Expenses)	(1,003,818)	(1,998,260)	(1,990,347)	(2,032,644)	(2,013,579)
CHANGE IN NET POSITION	312,611	(2,115,562)	(509,271)	1,218,400	1,338,531
NET POSITION, BEGINNING OF YEAR	(4,695,295)	(4,695,295)	(4,426,391)	(4,382,684)	(3,164,284)
NET POSITION, END OF YEAR	$ (4,382,684)	$ (6,810,857)	$ (4,935,662)	$ (3,164,284)	$ (1,825,753)
AVAILABLE FOR DEBT SERVICE					
Operating income (loss)	1,316,429		$ 1,481,076	$ 3,251,044	$ 3,352,110
Add back depreciation	2,089,477		2,090,336	2,090,336	2,096,096
Less Transfers to Main Operating [1]	(220,644)		(208,990)	(250,428)	(255,101)
Less Senior FF&E Fund [2]	(372,958)		(440,741)	(457,916)	(620,602)
Less Administrative Expense Fund [2]	(145,561)		(127,500)	(130,050)	(132,651)
Less Senior Asset Management Fee Fund [2]	(136,085)		(79,949)	(83,458)	(83,239)
Net Available for Debt Service	$ 2,530,658		$ 2,714,232	$ 4,419,528	$ 4,356,614
UPCOMING DEBT SERVICE REQUIREMENTS [3]					
Debt service due 04-01-2026/2027	933,825		$ 922,388	$ 922,388	$ 910,606
Debt service due 10-01-2026/2027	1,663,825		1,672,388	1,672,388	1,672,388
Net Debt Service Requirements	$ 2,597,650		$ 2,594,775	$ 2,594,775	$ 2,582,994
Surplus (Deficit) in funding debt service requirements	$ (66,992) [3]		$ 119,457	$ 1,824,753	$ 1,773,620

[1] Transfers to Main Operating are to maintain working capital requirements and non-operating expenses paid directly by Hilton which include insurance, taxes, and leases.

[2] Per Trust Indenture, monthly flow of funds from Hotel is distributed in this order: (1) fund Senior FF&E Fund at 3% (2026)/4% (2027) of operating revenues, (2) Administrative Expense Fund adjusted annually for inflation, and (3) fund Senior Asset Management Fund at .5% of operating revenues before flowing to Debt Service Funds. Distributions must also cover any accrued unpaid deposits from prior months.

[3] The Corporation's fiscal year runs October - September. Due to the timing of the October debt service payment falling on the first day of the fiscal year, funds for the October payment must be planned for and set aside in the prior fiscal year. The City provided a loan to the Corporation in FY 2025 to assist with funding the April 2025 debt service payment, while the October 2025 debt service payment was made without assistance.

Abilene Convention Center Hotel Development Corporation
Consolidating Budget
Fiscal Year ended September 30, 2027

	2027		
	Hotel	Corporation	Consolidated
REVENUES			
Operating:			
Rooms	$ 11,960,906	$ -	$ 11,960,906
Food and beverage	4,012,056	-	4,012,056
Other departments and services	674,816	-	674,816
Total Operating Revenues	16,647,778	-	16,647,778
EXPENSES			
Operating:			
Rooms	2,461,523	-	2,461,523
Food and beverage	2,673,315	-	2,673,315
Other departments and services	278,399	-	278,399
General and administrative	1,414,072	-	1,414,072
Information and telecommunications	426,626	-	426,626
Sales and marketing	1,787,782	-	1,787,782
Property operations and maintenance	773,133	-	773,133
Management fees	874,008	-	874,008
Utilities	510,713	-	510,713
Depreciation	-	2,096,096	2,096,096
Total Operating Expenses	11,199,572	2,096,096	13,295,668
OPERATING INCOME (LOSS)	5,448,206	(2,096,096)	3,352,110
NON-OPERATING REVENUES AND (EXPENSES):			
Investment earnings	-	216,000	216,000
Other non-operating expense	(255,101)	(236,913)	(492,014)
Interest and fee expense	-	(1,737,565)	(1,737,565)
Total Non-Operating Revenue and (Expenses)	(255,101)	(1,758,478)	(2,013,579)
CHANGE IN NET POSITION	$ 5,193,105	$ (3,854,574)	$ 1,338,531

Resolution Approving the Abilene Convention Center Hotel Development Corporation FY 2027 Budget

CITY OF ABILENE TEXAS

Approving the Abilene Convention Center Hotel Development Corporation (ACCHDC) FY 2027 Budget

- In accordance with the ACCHDC's bylaws, their budget must be approved by City Council

- The ACCHDC operates as the DoubleTree by Hilton Abilene Downtown Convention Center.

- This is a preliminary budget for administrative compliance. Hilton will submit its final calendar year 2027 budget in November and staff will return to Council with revisions.

CITY OF ABILENE TEXAS

Approving the Abilene Convention Center Hotel Development Corporation (ACCHDC) FY 2027 Budget

- Preliminary figures reflect $16.6 million in operating revenues, $13.3 million in operating expenses, and $3.4 million in net operating income.

- Non-operating expenses total $2 million, primarily bond interest.

- After adjusting for cash flow and transfers, the budget projects sufficient resources to meet FY 2027 debt service, with surplus cash flow of $1.8 million, which will be applied towards supplemental debt service reserves, FF&E reserves, and as otherwise directed by the trust indenture.

CITY OF ABILENE TEXAS

Approving the Abilene Convention Center Hotel Development Corporation (ACCHDC) FY 2027 Budget

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
8/27/2026

TO: **Emily Crawford, City Manager**
FROM: **Marjorie Knight, Director of Finance**

ITEM: **5. Resolution: Receive a Report, Hold a Discussion and Take Action on Acknowledging Receipt of the Abilene-Taylor County Events Venue District's FY 2026 Revised Budget and FY 2027 Budget *(Marjorie Knight)***

GENERAL INFORMATION

The Abilene-Taylor County Events Venue District (Venue District) Board approved their Revised FY 2026 and 2027 Budgets on June 9, 2026. The Venue District's bylaws require the budgets to be reviewed by the City Council and Taylor County Commissioner's Court in order to be effective.

The Venue District's funds are derived solely from the 2% venue tax on hotel occupancy. The funds are allocated to the recipients (50% Frontier Texas and 50% Expo Center) monthly after deductions for debt service, administrative fee, and other approved expenses. This allocation is reviewed and approved by the Board annually, but cannot change more than 2.5% within a year for each entity.

FUNDING/FISCAL IMPACT

There is no impact to the City other than the collection of a 2% administrative fee for services the City provides to the Venue District. All funds collected by the venue tax are allocated to Frontier Texas and Expo Center based on the board approved allocation after deduction for debt service, administrative fee, and other approved expenses.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends the City Council receive and review the Venue District's budgets

ATTACHMENTS:

1. Resolution Acknowledging Receipt of the Abilene-Taylor County Events Venue District Budget
2. Exhibit A - Venue FY27 Proposed Budget
3. Presentation - Venue District Budgets

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ACKNOWLEDGING RECEIPT OF THE ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT'S FY 2026 REVISED BUDGET AND FY 2027 BUDGET.

WHEREAS, the Abilene-Taylor County Events Venue District's board of directors approved their FY 2026 Revised Budget and FY 2027 Budget at their June 9, 2026 board meeting; and

WHEREAS, the bylaws of the Abilene-Taylor County Events Venue District require the budget to be reviewed by the City Council of the City of Abilene, Texas and the Taylor County Commissioners Court; and

WHEREAS, attached as Exhibit A is the FY 2026 Revised Budget and FY 2027 Budget of the Abilene-Taylor County Events Venue District.

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

Part 1: The City Council of the City of Abilene, Texas has received and reviewed the budgets of the Abilene-Taylor County Events Venue District for Revised FY 2026 and FY 2027.

ADOPTED this 27th day of August, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT
VENUE OPERATING FUND
STATEMENT OF REVENUES & EXPENDITURES (BUDGET BASIS)
2026-2027 BUDGET

	ACTUAL 2024-2025	APPROVED 2025-2026	REVISED 2025-2026	PROPOSED 2026-2027
Beginning Undesignated Balance	$ 5,000	$ 5,000	$ 5,000	$ 5,000
REVENUE				
Venue Tax	1,844,170	1,719,242	2,741,474	1,919,032
Miscellaneous Revenue	226	219	219	219
Total Revenue	1,844,396	1,719,461	2,741,693	1,919,251
Total Resources	1,849,396	1,724,461	2,746,693	1,924,251
EXPENDITURES				
Transfer to Debt Service	172,421	176,380	176,380	172,800
Frontier Texas! Operating Funds	785,290	754,348	1,255,242	854,035
Expo Center Operating Funds	785,290	754,348	1,255,242	854,035
Administrative Fee	34,727	34,385	54,829	38,381
Election Costs	66,668	-	-	-
Total Expenditures	1,844,396	1,719,461	2,741,693	1,919,251
Ending Undesignated Balance	$ 5,000	$ 5,000	$ 5,000	$ 5,000

ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT
INTEREST AND SINKING FUND
STATEMENT OF REVENUES & EXPENDITURES (BUDGET BASIS)
2026-2027 BUDGET

	ACTUAL 2024-2025	APPROVED 2025-2026	REVISED 2025-2026	PROPOSED 2026-2027
Beginning Designated Balance	$ 44,824	$ 47,276	$ 47,276	$ 49,776
REVENUE				
Transfer from Project Fund	172,421	176,380	176,380	172,800
Interest on Investments	2,452	2,500	2,500	2,500
Total Revenue	174,873	74,806	178,880	175,300
Total Resources	219,697	105,450	226,156	225,076
EXPENDITURES				
Principal	70,000	65,000	65,000	65,000
Interest	102,421	111,380	111,380	107,800
Total Expenditures	172,421	105,450	176,380	172,800
Ending Designated Balance	$ 47,276	$ -	$ 49,776	$ 52,276

Resolution Acknowledging Receipt of the Abilene-Taylor County Events Venue District Revised FY 2026 and FY 2027 Budget

CITY OF ABILENE TEXAS

Acknowledging Receipt of the Abilene-Taylor County Events Venue District Revised FY 2026 and FY 2027 Budget

- In accordance with the Venue District's bylaws, their budget must be reviewed by the City Council.

- Funds from the District are solely from the 2% venue hotel occupancy tax.

- The net collections of the District will be distributed 50% to Frontier Texas! and 50% to the Expo Center

CITY OF ABILENE TEXAS

Acknowledging Receipt of the Abilene-Taylor County Events Venue District Revised FY 2026 and FY 2027 Budget

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
8/27/2026

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

ITEM: **6. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing Staff to Enter Into an Advanced Funding Agreement (AFA) with Texas Department of Transportation (TxDOT) for the Ambler Ave. Signal Improvement Project *(Max Johnson)***

GENERAL INFORMATION

This agenda item allows the City of Abilene to enter into an Advance Funding Agreement (AFA) for the Ambler Ave. Signal Improvements Project, a Highway Safety Improvements Project (HSIP) with TxDOT. This effort includes traffic signal improvements and supporting infrastructure including but not limited to installation of new signal heads with flashing yellow arrows and extensions of multiple mast arms to improve visibility. Yellow flashing arrows will be installed at the Willis Street, Mockingbird Lane, Grape Street, Hickory Street, and Pine Street intersections with Ambler Ave. The AFA allows for the construction of traffic signal upgrades with minimal cost to the City of Abilene. In previous years, TxDOT required local cities to contribute matching funds (up to 20% of project costs). With the latest TxDOT HSIP projects, no matching funds are required. However, there are some administrative costs for which TxDOT is not permitted to fund. These costs include engineering and design services, minimal direct State administrative fees, and any project cost overruns. The maximum obligated amount for construction funding for this project has been set at $463,441.00, which is covered entirely by this TxDOT HSIP grant.

FUNDING/FISCAL IMPACT

The City's contribution to TxDOT for this project is estimated to be $4,593.77 plus design costs estimated to be $46,300.00, and any project overrun costs. If approved funding for the City's contribution to this project will come from general funds, specifically from the Public Works operating budget.

STAFF AND/OR BOARD RECOMMENDATION

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

ATTACHMENTS:

1. Ambler FYA AFA Resolution 8-7-2026 -- mej
2. PROJECT LOCATION MAP
3. Ambler FYA AFA Presentation 8-7-2026 - mej

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) AND THE CITY OF ABILENE TO PARTICIPATE IN THE INSTALLATION OF TRAFFIC SIGNAL IMPROVEMENTS ALONG AMBLER AVE. THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) ADMINISTERED BY TxDOT.

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

WHEREAS, a project to install traffic signal improvements is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **116752.** Dated **August 22, 2025;** and

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

WHEREAS, for the estimated **$463,441.00** HSIP signal improvement project, the estimated local match fund participation requirement is **$0**. However, the City of Abilene will still be responsible for design of the project (estimated at **$46,300.00**), and an administration fee to TxDOT of **$4,593.77**, and any overages (unknown but unexpected at this time) that may occur on the project.

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

PART 1: That the City of Abilene confirms its agreement with the State to secure all funding for the approved highway safety improvement project, that all requirements of TAC 43 will be implemented, and the City Manager, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, is hereby authorized and directed to execute and attest on behalf of the City of Abilene, and agreement to contribute funds for the above referenced project, referenced by the date of August 27, 2026.

PART 2: That the sum of Four Thousand-Five Hundred-Ninety-Three Dollars and Seventy-Seven Cents ($4,593.77), which represents the administration fee to TxDOT, is hereby appropriated and the City Manager is hereby authorized and direct to pay the sum indicated from the funds available in the budget accounts.

ADOPTED: this 27th day of August, 2026.

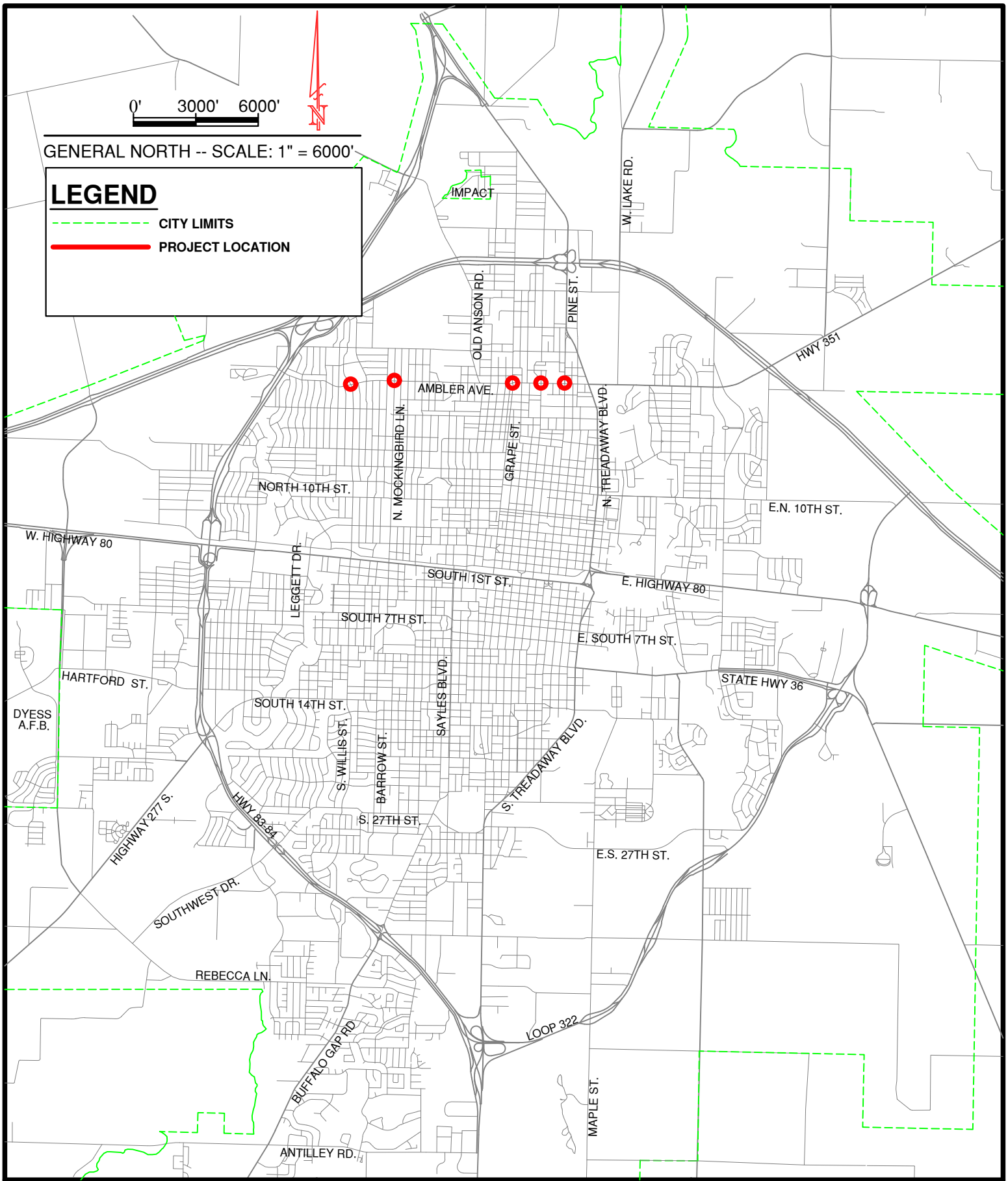
ATTEST:

_____
Shawna Atkins, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney



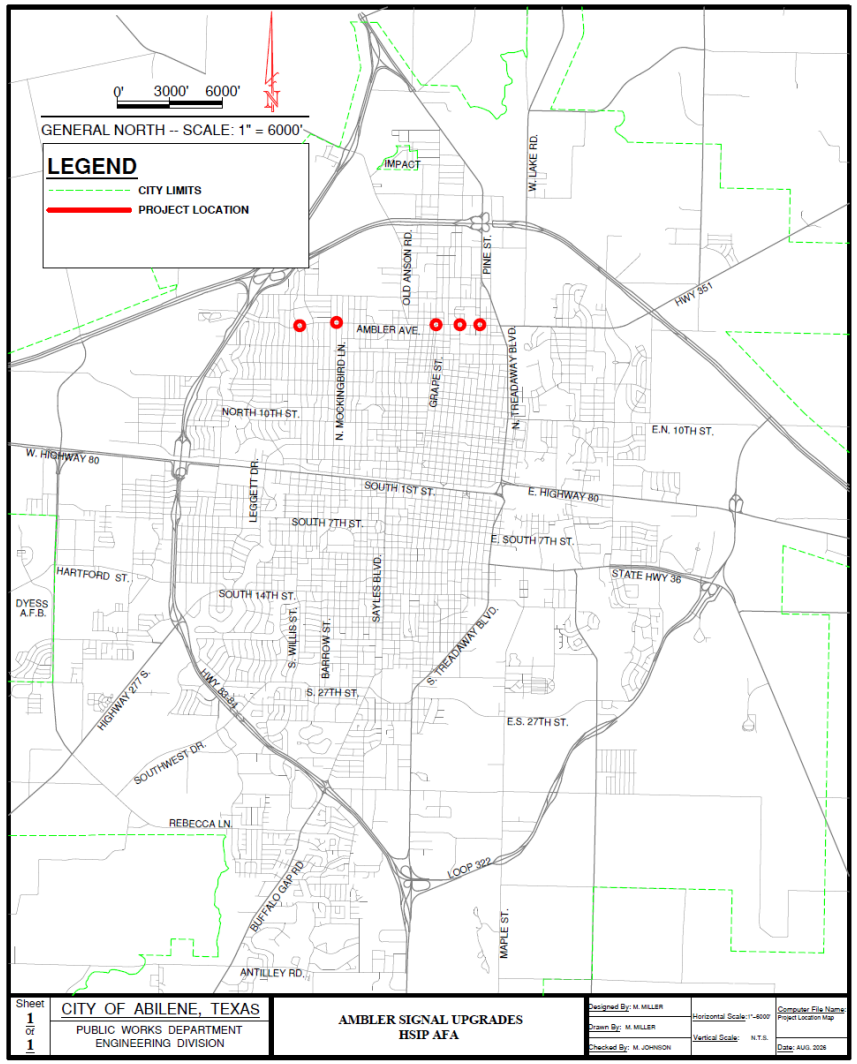
Sheet 1 Of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	**AMBLER SIGNAL UPGRADES** **HSIP AFA**	Designed By: M. MILLER Drawn By: M. MILLER Checked By: M. JOHNSON	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: AUG. 2026

AFA Agreement with TxDOT for Ambler Ave. Signal Improvement Project CSJ# 0908-33-114

(Max Johnson)

CITY OF ABILENE TEXAS

AFA Agreement with TxDOT for Ambler Ave. Signal Improvement Project CSJ# 0908-33-114



Intersections

Ambler Ave. and N. Willis St.

Ambler Ave. and N. Mockingbird Ln.

Ambler Ave. and Grape St.

Ambler Ave. and Hickory St.

Ambler Ave. and Pine St.

CITY OF ABILENE TEXAS

AFA Agreement with TxDOT for Ambler Ave. Signal Improvement Project CSJ# 0908-33-114

- Agreement between the City of Abilene and the Texas Department of Transportation consists of improvement of traffic signals at Willis St., Mockingbird Ln., Grape St., Hickory St., and Pine St. on Ambler Ave. The improvements include but are not limited to installation of new signal heads with flashing yellow arrows and extensions of multiple mast arms to improve visibility.

- This agenda item is a commitment by the City of Abilene to enter into an Advance Funding Agreement (AFA) with TxDOT.

- The AFA agreement allows for improvement of traffic signal facilities (project estimated at $463,441.00) at little to no cost of construction to the City of Abilene. The City's contribution is limited to Engineering costs (approximately $46,300.00), direct state costs ($4,593.77), and any construction overruns that may be incurred (unknown, but unexpected).

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
8/27/2026

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

ITEM: **7. <u>Resolution:</u> Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Integrated Infrastructure Management Plan – Wastewater Treatment Advisor Phase I *<u>(Jeremiah Bihl)</u>***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. (eHT) for the Integrated Infrastructure Management Plan (IIMP) – Wastewater Treatment Advisor Phase I in the not-to-exceed amount of $120,000.00.

This contract provides the City with senior wastewater treatment advisory support during Phase I of the IIMP. eHT will serve as an owner-side technical advisor and provide an additional experienced voice to assist City staff in reviewing technical approaches, assumptions, risks, alternatives, recommendations, costs, priorities, and implementation considerations related to wastewater treatment planning.

Garver remains the Wastewater Treatment Domain Consultant for the IIMP. This advisory contract is intended to support the City's review and decision-making by providing independent senior technical perspective as the Wastewater Treatment Domain work progresses.

The advisory role will cover the Hamby Water Reclamation Facility, Buck Creek Lift Station and force main, and interfaces with the wastewater collection system. The work will also include coordination with Garver, Kimley-Horn as Program Manager, Hazen as Asset Management Consultant, the Wastewater Collection Consultant, and other IIMP participants as needed.

The IIMP is the City's integrated planning effort across water treatment, water distribution, wastewater collection, and wastewater treatment. The Wastewater Treatment Advisor will help staff evaluate key technical issues that arise within the Wastewater Treatment Domain and ensure that recommendations are technically reasonable, operationally practical, and aligned with the City's objectives.

The scope of work includes:

- Owner-side technical consultation and decision support for wastewater treatment issues;
- Review of selected technical memoranda, calculations, alternatives, exhibits, cost information, or draft report sections when requested by the City;
- Feedback on the reasonableness of key assumptions, methods, conclusions, recommendations, implementation requirements, and uncertainties;
- Support for evaluating technical, operational, regulatory, cost, schedule, and implementation tradeoffs;
- Participation in Wastewater Treatment Domain meetings, IIMP coordination meetings, technical workshops, and City decision meetings as needed; and
- Support for the City's review of major Phase I findings and the preliminary five-year Wastewater Treatment capacity

CIP.

This advisor role is limited to Phase I and will continue through completion of the Phase I Wastewater Treatment Domain work. The work is structured as a time-and-materials contract with a not-to-exceed amount, allowing the City to use eHT where senior technical input is most beneficial during the planning process.

FUNDING/FISCAL IMPACT

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

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council approve the Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Integrated Infrastructure Management Plan – Wastewater Treatment Advisor Phase I in the not-to-exceed amount of $120,000.00.

ATTACHMENTS:

1. 2 - WrittenResolution - IIMP WWT Domain - eHT
2. EHT - IIMP Wastewater Treatment Domain Advisory - Phase 1 - Signed
3. 3 - Presentation - IIMP WWT Domain - eHT

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH ENPROTEC / HIBBS & TODD, INC. FOR THE INTEGRATED INFRASTRUCTURE MANAGEMENT PLAN – WASTEWATER TREATMENT ADVISOR PHASE I.

WHEREAS, the City of Abilene (City) owns and operates wastewater treatment facilities and is responsible for the long-term stewardship, reliability, and regulatory compliance of those facilities; and

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

WHEREAS, Phase I of the IIMP includes evaluation of the Wastewater Treatment Domain, including the Hamby Water Reclamation Facility, Buck Creek Lift Station and force main, and related interfaces with the wastewater collection system; and

WHEREAS, the City desires to retain Enprotec / Hibbs & Todd, Inc. to provide senior wastewater treatment advisory support, owner-side technical consultation, and decision support during Phase I of the Wastewater Treatment Domain work; and

WHEREAS, the scope of services includes technical consultation, targeted review of selected work products, evaluation of assumptions and recommendations, participation in meetings and workshops, and support for the City's review of major Phase I findings and preliminary five-year wastewater treatment capacity planning; and

WHEREAS, the total not-to-exceed contract amount for these services is $120,000.00 from the Water Utilities Capital Improvement Program (CIP) funds;

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

That the City Manager is authorized to execute a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Integrated Infrastructure Management Plan – Wastewater Treatment Advisor Phase I in the not-to-exceed amount of $120,000.00.

ADOPTED this 27th day of August, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This Contract, dated the 27th day of August, 2026, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Enprotec/Hibbs and Todd, Inc., a corporation organized under the laws of the State of Texas ("Professional").

The City is engaged in Integrated Infrastructure Management Plan (IIMP) Wastewater Treatment Domain Advisory - Phase 1 and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified engineer properly licensed to practice in the State of Texas. Professional desires to render professional services to the City on the terms and conditions provided in this Contract.

The Professional must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

THEREFORE, the City engages the services of the Professional. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERMS

In consideration of the compensation stated in paragraph II, the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by a mutually agreed upon date.

II. FEE

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

III. FACILITIES

The Professional will furnish all facilities and equipment that may be necessary to perform services required under this Contract.

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

This Contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent which are not contained in this Contract are of no effect. This Contract may not be amended or modified except by both parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material which Professional prepares or acquires in performing this Contract, including any duplicate copies kept by Professional. The Professional may not disclose to any person or entity any information regarding the City's activities. The City may, however, specifically authorize a limited disclosure at its discretion.

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

The Professional shall indemnify, hold harmless and defend the City against liability for damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Professional or the Professional's employees, or another entity over which the Professional exercises control.

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

Professional must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Professional's employees while in the vicinity where the work is

being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Professional or Professional's employees.

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this Contract is made.

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
___1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
___2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_4.	Professional Liability	$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:
Matthew Dane, PE, Director of Water Utilities
PO Box 60
Abilene, TX 79604-0060

Professional – ATTN:
Jordan Hibbs, PE, President
402 Cedar Street
Abilene, TX 79601

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids for this Contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion, or national origin in awarding the contract.

Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

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

with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Name:

Title:

ATTEST:

_____
City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By: Digitally signed by Jordan Hibbs Date: 2026.08.20 13:52:46-05'00'

Name: Jordan S. Hibbs

Title: President

Address: 402 Cedar St., Abilene, TX 79601

Phone Number: (325) 698-5560

Federal Tax ID#: 75-2258512

ATTEST: (if corporation)

Bradley Evans, CPA Digitally signed by Bradley Evans, CPA Date: 2026.08.20 13:57:35 -05'00'

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

See attached Exhibit A for Scope of Services (6 pages), Phase Schedule and Compensation for Services.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 _X__

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $Per the attached schedule, per hour, or per the attached schedule, not to exceed $120,000.00.

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

OPTION 2 ___

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

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

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

OPTION 3 ___

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

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) _X_

All documents and materials prepared by Professional under the terms of this Contract are the City's property from the time of preparation, and Professional must deliver the documents and materials to the City or make them available for inspection whenever requested. Professional has the right to make duplicate copies of such documents or materials for its own file or for other such purposes as the City authorizes in writing.

(Option 2) ___

All documents and materials prepared by the Professional remain the property of the Professional; however, Professional must furnish City, at no additional cost, one set of reproducible mylars of the original drawings of the work and/or one copy of all documents prepared by the Professional pursuant to this Agreement.

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

SCOPE OF SERVICES
FOR
INTEGRATED INFRASTRUCTURE MANAGEMENT PLAN – WASTEWATER TREATMENT DOMAIN
August 19, 2026

This Exhibit A is part of the Agreement between Enprotec / Hibbs & Todd, Inc. (Engineer or Consultant) and City of Abilene (City) for a project generally described as:

Phase I of the Wastewater Treatment Domain portion of the City of Abilene's overall Integrated Infrastructure Management Plan (IIMP).

SCOPE OF SERVICES

The Engineer agrees to furnish the City with the following specific services:

BASIC ENGINEERING SERVICES

The Phase I objectives are as follows:

1. Provide the City with designated senior wastewater treatment advisors who will function as an extension of City staff for technical consultation and decision support throughout Phase 1.
2. Give the City an additional experienced voice in wastewater treatment discussions and help the City evaluate technical approaches, assumptions, risks, alternatives, recommendations, costs, priorities, and implementation considerations.
3. Advise the City across the full Wastewater Treatment Domain, including Hamby Water Reclamation Facility, Buck Creek Lift Station and force main, and the interfaces with the wastewater collection system.
4. Support coordination with Garver as the Wastewater Treatment Domain Consultant, Kimley-Horn as the Program Manager, Hazen as the Asset Management Consultant, the Wastewater Collection Consultant, and other IIMP participants when needed.
5. Participate in the meetings and reviews that eHT and the City determine are useful to Phase 1, with in-person participation preferred when practical.

WASTEWATER TREATMENT ADVISOR ROLE

Consultant shall provide designated senior wastewater treatment professionals to serve as the City's Wastewater Treatment Advisor during Phase 1. The Advisor shall provide owner-side technical perspective, candid feedback, and practical guidance without assuming the responsibilities assigned to the City's domain consultants; specific tasks are as follows:

1. Become familiar with the Phase 1 IIMP objectives, approved domain scopes, schedule, available background information, current facility conditions, known operational concerns, and decisions expected from the City.
2. Serve as a technical sounding board for the City and help City staff understand the implications, limitations, uncertainty, and tradeoffs associated with wastewater treatment issues and consultant recommendations.
3. Identify technical concerns, risks, missing information, conflicts, dependencies, and decisions that should be brought to the City's attention.
4. Provide candid feedback on whether proposed approaches and recommendations are technically reasonable, operationally practical, appropriately supported, and aligned with the City's objectives.
5. Help the City prepare questions, evaluate responses, and develop its position on significant wastewater treatment issues when requested.
6. Provide flexible advisory support throughout Phase 1 based on the needs identified by the City and eHT as the work progresses.

TECHNICAL AND STRATEGIC ADVISORY AREAS

eHT shall be available to provide guidance across the Wastewater Treatment Domain. The level of involvement in each area will depend on the issues and decisions that arise during Phase 1. The following specific tasks are included:

1. Treatment capacity, process limitations, influent loading, treatment performance, solids handling, and supporting systems.
2. Regulatory requirements, permitting considerations, compliance risks, and reasonably anticipated future requirements affecting wastewater treatment.
3. Plant operations, reliability, redundancy, resilience, maintenance impacts, constructability, and implementation risks.
4. The technical and operational relationship among Hamby Water Reclamation Facility, Buck Creek Lift Station and force main, and the wastewater collection system.
5. Hazen's asset management framework and its application to the Wastewater Treatment Domain, including the completeness and reasonableness of data, assessments, and scores when the City requests advisory review.
6. Garver's technical approaches, analyses, alternatives, recommendations, project concepts, and cost information when selected items are referred to eHT by the City.
7. Five-year capacity project priorities, sequencing, dependencies, cost considerations, operational impacts, and coordination with other IIMP domains.
8. Other wastewater treatment questions or decisions that the City and eHT determine would benefit from senior advisory input during Phase 1.

MEETINGS AND COORDINATION

eHT shall participate in meetings, workshops, reviews, and coordination sessions that the City requests or that eHT recommends and the City agrees are useful to Phase 1. No fixed number of meetings is established by this scoping direction; specific tasks are as follows:

1. Attend Wastewater Treatment Domain meetings, IIMP program coordination meetings, technical workshops, decision meetings, and other sessions needed to provide effective advisory support.
2. Participate in meetings with Garver, Kimley-Horn, Hazen, the Wastewater Collection Consultant, City staff, and other participants when the meeting includes wastewater treatment issues that would benefit from the Advisor's involvement.
3. Participate in internal City discussions before or after consultant meetings when specifically requested by the City.
4. Recommend additional meetings or focused discussions when eHT identifies a material issue, risk, information gap, or decision that warrants further attention.
5. Use direct communication with the other consultants when necessary for efficient technical coordination. Formal questions, requests, comments, and direction should generally be transmitted by the City, unless the City authorizes another approach for a specific matter.
6. Keep the City informed of material discussions with other consultants and promptly bring unresolved issues or conflicting recommendations to the City's attention.
7. Plan for in-person participation as the preferred format when practical, particularly for significant workshops, facility discussions, and decision meetings. Virtual participation may be used when appropriate to the purpose and timing of the meeting.

TARGETED REVIEW AND DECISION SUPPORT

eHT will not be expected to perform a routine review of every Wastewater Treatment Domain submittal. The City may request targeted review when a particular analysis, recommendation, cost, risk, or decision would benefit from eHT's perspective; specific tasks are as follows:

1. Review selected technical memoranda, calculations, alternatives, exhibits, cost information, draft report sections, or other work products identified by the City.
2. Evaluate the reasonableness of key assumptions, methods, conclusions, recommendations, implementation requirements, and identified uncertainties.
3. Provide focused verbal or written comments that identify concerns, questions, suggested revisions, or matters requiring a City decision.
4. Assist the City with comparing alternatives and understanding technical, operational, regulatory, cost, schedule, and implementation tradeoffs.
5. Participate in follow-up discussions needed to resolve material questions or differences in technical recommendations.

6. Support the City's review of major Phase 1 findings and the preliminary 5-year Wastewater Treatment capacity CIP when requested.

WORK PRODUCT REQUIREMENTS

This assignment is intended to provide flexible access to senior advisory support. Formal recurring reports, monthly memoranda, and standing decision logs are not required. Work products shall be provided only when needed for the issue being addressed or when requested by the City.

1. Meeting, workshop, and consultation participation with verbal guidance and recommendations.
2. Targeted written review comments when requested by the City.
3. Brief issue summaries, technical memoranda, option comparisons, or recommendations when a written record is needed and requested by the City.
4. Supporting notes, calculations, references, or other concise documentation developed specifically for an assigned advisory question.

PHASE I SCHEDULE

The advisory assignment is limited to Phase 1 and shall continue through completion of the Phase 1 Wastewater Treatment Domain work. eHT shall provide advisory availability needed to support the following City milestones:

Milestone	Required Timing
Existing-system analysis and review	Mid-October 2026
Draft final Phase 1 deliverables	Mid-November 2026
Final Phase 1 deliverables	Mid-December 2026

Meeting timing and advisory reviews shall be coordinated with the City based on the needs of the Wastewater Treatment Domain and the decisions required to maintain the Phase 1 schedule.

COMPENSATION FOR SERVICES

Compensation for the services described in this Scope of Services will be as follows:

1. Within the Notice to Proceed for the Project, City shall pay Engineer for services set forth in Exhibit A on a time and materials basis with a not-to-exceed value of $120,000.00.

    a. eHT's current rate sheet is included on the next page.

    b. eHT reserves the right to increase rates annually, in January, not to exceed a 5% increase.

HOURLY CHARGES FOR PROFESSIONAL SERVICES (2026)

Charges include all salaries, salary expense, overhead, and profit.

Principal	$ 290.00 per hour
Senior Project Manager	255.00 per hour
Project Manager	220.00 per hour
Senior Engineer / Geologist	195.00 per hour
Project Engineer / Geologist	175.00 per hour
Staff Engineer I / Geologist I	150.00 per hour
Staff Engineer II / Geologist II	145.00 per hour
RPLS I	210.00 per hour
RPLS II	175.00 per hour
Operations Specialist / Regulatory Compliance Specialist	190.00 per hour
Contract Operator (Certified Class A/B Operator)	140.00 per hour
Contract Operator (Certified Class C/D Water Operator	115.00 per hour
Engineering / Field Technician I	175.00 per hour
Engineering / Field Technician II	145.00 per hour
Engineering / Field Technician III	115.00 per hour
CAD I	170.00 per hour
CAD II	135.00 per hour
CAD III	95.00 per hour
Administrative	95.00 per hour
Survey Party	245.00 per hour - 2 man
	215.00 per hour - 1 man
Expense Items	
Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

* eHT's standard billing rates may be increased annually, in January of each year, during the term of this agreement.

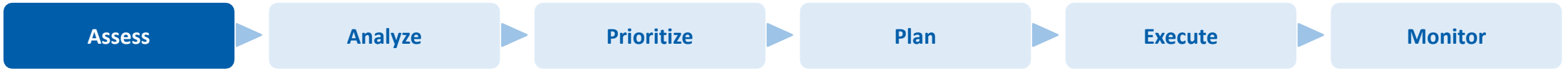
Approve the Professional Services Contract for the Integrated Infrastructure Management Plan – Wastewater Treatment Advisor Phase I

CITY OF ABILENE TEXAS

IIMP – Wastewater Treatment Phase 1 Overview

The IIMP is a living, integrated planning framework.

- Moves utility planning away from periodic, siloed master plan snapshots.
- Uses one shared data environment, common assumptions, and a consistent prioritization framework.
- Coordinates master planning, asset management, capital planning, and rate planning into one continuous cycle.
- Water treatment, water distribution, wastewater collection, and wastewater treatment all feed into the same IIMP framework.



One continuous cycle using shared data and current assumptions.

CITY OF ABILENE TEXAS

How the Program Is Organized

The Program Manager is the integrating hub. Domain consultants evaluate each utility area; asset management cuts across all domains.

Water Treatment

Water Distribution

Program Management

Wastewater Collection

Wastewater Treatment

Asset Management serves all four domains

CITY OF ABILENE TEXAS

Wastewater Treatment Domain – Phase 1

Enprotec / Hibbs & Todd, Inc. has been selected as the Wastewater Treatment Advisor for Phase I.

- Contract Amount: $120,000.00 not-to-exceed
- Funding: Water Utilities Capital Improvement Program (CIP)
- Garver remains the Wastewater Treatment Domain Consultant.
- eHT provides an owner-side senior technical perspective to help the City evaluate major assumptions, alternatives, risks, costs, and recommendations.

This contract supports City decision-making within the larger IIMP program.

CITY OF ABILENE TEXAS

Wastewater Treatment Phase 1 – Scope

Project Scope

- Owner-Side Technical Support
- Advisor Role
- Targeted Review
- Tradeoff Review
- Meeting & Workshop Support

CITY OF ABILENE TEXAS

What This Work Answers

Are the recommendations technically reasonable?	eHT gives the City a senior wastewater treatment perspective on selected analyses, alternatives, and conclusions.
What assumptions need a closer look?	Targeted review can evaluate methods, limitations, uncertainties, and missing information.
What risks should be elevated to the City?	The advisor can identify technical concerns, conflicts, dependencies, and implementation risks.
What are the tradeoffs?	City staff can use eHT to compare alternatives across cost, operations, regulatory requirements, schedule, and constructability.
How does this fit the larger IIMP?	The advisor supports coordination with the Program Manager, Asset Manager, domain consultants, and shared IIMP framework.

CITY OF ABILENE TEXAS

Staff recommends that the Abilene City Council approve the Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Integrated Infrastructure Management Plan – Wastewater Treatment Advisor Phase I in the not-to-exceed amount of $120,000.00.

QUESTIONS?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
8/27/2026

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

ITEM: **8. <u>Resolution:</u> Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Garver, LLC for the Integrated Infrastructure Management Plan – Wastewater Treatment Phase 1 Master Plan *<u>(Jeremiah Bihl)</u>***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Garver, LLC for the Integrated Infrastructure Management Plan – Wastewater Treatment Phase 1 Master Plan in the amount of $344,270.00.

Garver has been selected as the Wastewater Treatment domain consultant for the City's Integrated Infrastructure Management Plan (IIMP). This Phase 1 effort will evaluate the existing condition, capacity, performance, reliability, and regulatory needs of the City's wastewater treatment facilities, including the Hamby Water Reclamation Facility (HWRF) and the Buck Creek Lift Station and Force Main.

The Phase 1 Master Plan will focus on the most significant near-term needs affecting treatment capacity, permit compliance, operational reliability, redundancy, and facility condition. The project will establish improvements needed to support the City's five-year planning period and will include development of a combined five-year Wastewater Treatment Capital Improvement Plan (CIP), planning-level opinions of probable construction cost, and an implementation schedule.

The scope of work includes project management and data collection, condition assessment, operations and reliability assessment, Buck Creek capacity and regulatory analysis, HWRF capacity, loading and regulatory analysis, development of a combined Wastewater Treatment CIP, preparation of the Phase 1 Report, and asset management data collection and scoring.

The project will be coordinated with the overall IIMP program, including the Program Manager and the Asset Management consultant, to maintain consistency with the City's broader cross-domain infrastructure planning effort.

This project will:

- Evaluate the condition, capacity, reliability, and regulatory needs of the Hamby Water Reclamation Facility and Buck Creek Lift Station and Force Main
- Review historical wastewater flow, loading, operational, compliance, and facility data
- Identify near-term improvements needed to support permit compliance, operational reliability, redundancy, and facility condition
- Develop planning-level cost estimates and a combined five-year Wastewater Treatment CIP
- Support asset management data collection and scoring in coordination with the IIMP asset management framework

Together, these efforts will provide the City with the wastewater treatment planning foundation needed to guide near-term capital investment, support the City's five-year rate planning effort, and coordinate wastewater treatment priorities with the larger Integrated Infrastructure Management Plan.

FUNDING/FISCAL IMPACT

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

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council approve the Professional Services Contract with Garver, LLC for the Integrated Infrastructure Management Plan – Wastewater Treatment Phase 1 Master Plan in the amount of $344,270.00.

ATTACHMENTS:

1. 2 - WrittenResolution - IIMP WWT Domain - Garver
2. Garver - IIMP Wastewater Treatment Domain - Phase 1
3. 3 - Presentation - IIMP WWT Domain - Garver

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 8/25/2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH GARVER, LLC FOR THE INTEGRATED INFRASTRUCTURE MANAGEMENT PLAN – WASTEWATER TREATMENT PHASE 1 MASTER PLAN.

WHEREAS, the City of Abilene (City) owns and operates wastewater treatment facilities, including the Hamby Water Reclamation Facility and the Buck Creek Lift Station and Force Main; and

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

WHEREAS, the City has selected Garver, LLC as the Wastewater Treatment domain consultant for the Integrated Infrastructure Management Plan; and

WHEREAS, the City desires to implement the Wastewater Treatment Phase 1 Master Plan to evaluate the condition, capacity, performance, reliability, and regulatory needs of the City's wastewater treatment facilities; and

WHEREAS, the scope of services includes project management and data collection, condition assessment, operations and reliability assessment, Buck Creek capacity and regulatory analysis, Hamby Water Reclamation Facility capacity, loading and regulatory analysis, development of a combined five-year Wastewater Treatment Capital Improvement Plan, preparation of a Phase 1 Report, asset management data collection and scoring, and coordination with the overall Integrated Infrastructure Management Plan program; and

WHEREAS, the total contract amount for these services is $344,270.00 from the Water Utilities Capital Improvement Program (CIP) funds;

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

That the City Manager is authorized to execute a Professional Services Contract with Garver, LLC for the Integrated Infrastructure Management Plan – Wastewater Treatment Phase 1 Master Plan in the amount of $344,270.00

ADOPTED this 27th day of August, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This Contract, dated the 27th day of August, 2026, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Garver, LLC, a Limited Liability Company organized under the laws of the State of Arkansas ("Professional").

The City is engaged in Integrated Infrastructure Management Plan (IIMP) Wastewater Treatment Domain - Phase 1 and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified architect/engineer properly licensed/certified to practice in the State of Texas. Professional desires to render professional services to the City on the terms and conditions provided in this Contract.

The Professional must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

THEREFORE, the City engages the services of the Professional. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERMS

In consideration of the compensation stated in paragraph II, the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by a mutually agreed upon date. Time is to be of material consideration for performance of services under this Contract.

II. FEE

For the services to be rendered under this Contract, the Professional will be entitled to a fee as described in Attachment B, which is incorporated by reference for all purposes. All payment for completed services to be made on a net 30-day basis.

III. FACILITIES

The Professional will furnish all facilities and equipment that may be necessary to perform services required under this Contract.

IV. ASSIGNMENT

The Professional may not assign, in whole or in part, any rights, duties, obligations, or interest arising from this Contract without the City's prior written consent, not to be unreasonably withheld. In the event of an assignment by the Professional to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Professional's successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

This Contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent which are not contained in this Contract are of no effect. Notwithstanding any provision to the contrary, Professional shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Professional, including modifications in the scope of Professional's services, applicable law, codes, or standards after the effective date of this Contract. This Contract may not be amended or modified except by both parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents and materials delivered by Professional under the terms of this Contract are the City's property from the time of payment for the same. Professional will deliver copies of the documents and materials to the City or make them available for inspection subject to the terms of this Contract. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use. Notwithstanding any provision to the contrary, and to the extent allowed under applicable law, City shall release, defend, indemnify and hold harmless Professional and its subconsultants against all claims, losses, damages, injuries, and

expenses, including reasonable attorneys' fees arising out of change to, or re-use of deliverables for any other project.

VIII. NONDISCLOSURE

City and Professional shall consider: (i) all information provided by the other party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section VIII in writing promptly after being disclosed verbally; and (ii) all documents resulting from Professional's performance of services under this Contract to be Confidential Information. The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material which Professional delivers 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. Notwithstanding the foregoing, Confidential Information shall not include and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the services. Nothing herein shall be interpreted as prohibiting Professional from disclosing general information regarding the project for future marketing purposes.

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

"Claims" shall mean all third-party claims, liens (to the extent Professional has received payment for the applicable work), suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings, and causes of action arising from Professional's negligence during Professional's performance of services under this Contract

"Damages" shall mean each and every bodily injury (including death) or tangible property damage, cost, expense, outlay, expenditure, or loss to:

(i) any third-party tangible property or intellectual property right (except to the

extent from information or technology provided or specified by City);

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

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

(iv) all other costs and expenses of litigation.

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

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

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

B. Indemnity

The Professional shall indemnify and hold harmless the City against third-party liability for tangible property damage or bodily injury (including death) that is caused by or results from an act of negligence, intentional tort, intellectual property infringement (except to the extent from information or technology provided or specified by City), or failure to pay a subcontractor or supplier (to the extent payment has been received by Professional from City) committed by the Professional or the Professional's employees, or another entity over which the Professional exercises control and which arises during performance of Professional's services under 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 and Professional must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Professional or City. The City has the right to compromise and defend the same to the extent of its own interests.

X. INSURANCE

A. GENERAL REQUIREMENTS

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

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas.

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 an original certificate of insurance. Thereafter, the Professional must furnish new certificates within thirty (30) days of the applicable expiration date.

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured for Commercial Liability, Automotive and Umbrella policies with respect to with respect to operations for which this Contract is made; said additional insured status shall be applicable to the extent of the indemnities agreed between the parties in Article IX of this Contract.

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
___1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
___2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_4.	Professional Liability	$500,000 combined single limit (per claim)
___5.	See Addendum for Special Coverages and/or revisions	
___6.	No Insurance Required	

XI. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:
Matthew Dane, Director of Water Utilities
PO Box 60
Abilene, TX 79604-0060

Professional – ATTN:
Cory Higgins, P.E.
402 Harvey Mitchell Parkway S.
College Station, TX 77845

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

extent enforced as of the effective date of this Contract. Professional must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

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

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

XV. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING IN THE CONTRACT TO THE CONTRARY, NEITHER PARTY (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OF ANY KIND OR CHARACTER); AND, TO THE EXTENT ALLOWED UNDER

APPLICABLE LAW, PROFESSIONAL'S (INCLUDING ITS SUBCONSULTANTS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO 200% OF THE CONTRACT PRICE REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE OF ANY KIND OR CHARACTER).

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

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

CITY OF ABILENE

By:

Name:

Title:

ATTEST:

_____
City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By: Lance Klement

Name: Lance Klement

Title: Senior Project Manager

Address: 500 Chestnut S., Suite 1711
Abilene, TX 79602

Phone Number: 325-660-8043

Federal Tax ID#: 01-0733400

ATTEST: (if corporation)

_____
Corporation's Secretary

GARVER, LLC CORPORATE SEAL ARKANSAS

ATTACHMENT A

Scope of Services

See attached Exhibit A and B for Garver's scope of services and fee schedule.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 _X__

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $per attached schedule per hour, or per the attached schedule, not to exceed $344,270.00.

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

OPTION 2 ___

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

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

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

OPTION 3 ___

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

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

Before final acceptance of this project by the City, if requested by the City, the Professional shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been

paid in full (to the extent payment has been received from City), and that there are no claims pending of which Professional has been notified.

ATTACHMENT C

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
(SCOPE OF SERVICES)

GENERAL

The Owner is enlisting Garver to prepare a Phase 1 Wastewater Treatment Master Plan evaluating the existing condition, capacity, performance, reliability, and regulatory needs of the Owner's wastewater treatment facilities. The Master Plan will establish the improvements needed to support the Owner's 5-year planning period and will include development of a combined 5-year Capital Improvement Plan (CIP), planning-level opinions of probable construction cost (OPCCs), and an implementation schedule.

The Phase 1 Master Plan will focus on the most significant near-term needs affecting treatment capacity, permit compliance, operational reliability, redundancy, and facility condition.

The Owner's existing WWTP Facilities include:

- Hamby Water Reclamation Facility (HWRF)
- Buck Creek Lift Station and Force Main

This project is divided into five tasks:

- Task 1: Project Management and Data Collection
- Task 2: Condition Assessment
- Task 3: Buck Creek Capacity, Reliability, and Regulatory Analysis
- Task 4: HWRF Capacity, Loading, and Regulatory Analysis
- Task 5: Capital Improvement Plan and Master Plan Report

ASSUMPTIONS

In developing the Master Plan and CIP, Garver has made the assumptions outlined below:

A. The City of Abilene intends for this Phase 1 Master Plan to serve as the first phase of a multiphase master planning effort. It is also intended to provide initial capital planning information for consideration in the City's 5 year rate plan and 5-year CIP. The Phase 1 scope is assumed to be completed within four months of notice to proceed and is therefore limited to evaluations sufficient to identify and support near-term capital needs. Detailed analyses, further refinement, and additional planning efforts that cannot reasonably be completed within the Phase 1 schedule will be deferred to Phase 2.
B. Kimley-Horn, as Program Manager, will provide flow projections, program standards, and coordination with other IIMP domains.
C. For Phase 1 a detailed asset management level of condition assessments is not anticipated. Visual observation of equipment and general tiered ranking of groups of assets by process will be intended for Phase 1, with more detailed asset management protocol and assessments to be implemented in Phase 2.
D. Owner will provide available existing record drawings, ongoing construction plans, and engineering reports and studies for infrastructure within the project limits.
E. The Owner will provide available influent, process, effluent, industrial-user, solids, biosolids, and compliance data, including discharge monitoring reports. Additional sampling or testing will be performed by the Owner unless specifically included or authorized as additional services.
F. Spot survey for verification of critical hydraulic points will be conducted by the Owner, if needed.
G. Unless otherwise stated, intermediate technical memoranda will be submitted electronically in draft PDF format, with final content incorporated into the Draft and Final Phase 1 Master Plan. The Master Plan will be provided in editable Word and PDF formats. Supporting non-proprietary

native files developed under this scope will be provided electronically with the final submittal and will document applicable assumptions, methods, limitations, and supporting basis.

H. Technical memoranda and the Master Plan will be concise, planning-level documents summarizing the results and recommendations developed under this scope. Detailed calculation narratives, exhaustive data documentation, and step-by-step methodologies are not included.

I. Design criteria will be compliant with TCEQ Chapter 217 Design Criteria for Systems and Processes.

J. Owner review of deliverables will be completed within seven days for each deliverable.

TASK 1. PROJECT MANAGEMENT AND DATA COLLECTION

1.1. Project Initiation, Management, and Coordination

This task focuses on project initiation, management, and coordination meetings over a planned four (4) month schedule.

1) Develop the following and submit to the Owner prior to the project kick-off meeting:
   a) Project Management Plan (PMP), which will include the scope of work, budget, and schedule.
   b) Data needs request memorandum.
2) Prepare for and conduct a project kick-off meeting.
   a) The following items will be discussed at the project kick-off meeting:
      i) Discuss project goals/objectives, master plan vision, expectations, schedule, milestones, team and communication protocol, and overall work plan.
      ii) Refine the proposed project approach as necessary based on the discussions during the project kick-off meeting.
      iii) Define stakeholders and identify team members for decision making.
      iv) Establish decision making processes.
   b) Prepare meeting minutes that document discussions, decisions, and action items.
3) Prepare a project baseline schedule indicating milestones and update monthly.
4) Provide QA/QC on project deliverables in accordance with PMP; maintain records and documentation related to the QA/QC of the deliverables.
5) Provide monthly invoices with status reports.
6) Create and maintain a data-gap log that identifies information needed from the City, Kimley-Horn, Hazen, EHT, and other IIMP participants.
7) Create and maintain a decision log covering HWRF capacity definitions, flow and loading inputs, regulatory criteria, facility boundaries, the Buck Creek interface, asset-assessment requirements, capacity-project inputs, and OPCC assumptions.
8) Conduct coordination meetings/workshops with the Owner to monitor the progress, and address needs and critical items. This assumes up to 12 meetings in general accordance with the table below. Prepare meeting minutes that document discussions, decisions, and action items.

Number	Meeting/Workshop Name	Format
1	Kickoff, Goals, and Work Plan Workshop	Hybrid
2	Task 2 - Site Assessments and Staff Interviews	In-person, up to two days
3	Task 3.1, 3.2, 4.1, 4.2 - Planning Criteria Workshop	Virtual

4	Task 2 - Condition, Operations, and Reliability Assessment TM Workshop	Virtual
6	Task 3 and 4 - Existing Capacity, Loading, and Regulatory Findings TM Review	Hybrid
7	Task 5 - CIP Development and Ranking Workshop	In-person
8	Task 5 – Executive presentation of Final Report	In-person
9	Up to 5 additional project coordination meetings as needed	TBD

1.2. Data Collection and Historical Data Analysis

The purpose of this task is to compile and review the background information needed to support the Phase 1 evaluations of the HWRF and Buck Creek Lift Station and Force Main. This task will establish the available data, identify significant data gaps, and summarize the existing and projected flow and loading basis. Capacity, condition, and alternatives evaluations will be completed under subsequent tasks.

1) Review available studies, reports, record drawings, operating data, and information regarding ongoing or planned projects that may affect the HWRF or Buck Creek facilities. Document the status and relevance of each project to the Phase 1 evaluations.
2) Review the existing and 5-year population and wastewater flow projections provided by the City and Kimley-Horn. Summarize the flow conditions to be used in the subsequent evaluations.
3) Review wastewater quality and loading data.
    a) Review Owner-provided historical wastewater quality data, including BOD, ammonia, total phosphorus, TSS, TDS, alkalinity, pH, and temperature, as available and applicable to the HWRF and Buck Creek evaluations.
    b) Review available permit-related and non-permit sampling data from the previous five years and identify significant trends, variability, and data limitations.
    c) Establish representative wastewater concentrations and loadings for use in the existing and 5-year evaluations.
    d) Identify additional sampling or data collection needed to address material data gaps. Any additional sampling will be coordinated with the Owner and performed in accordance with the sampling plan developed under Task 1.
4) Review existing facility information and prepare a summary.
    a) Review Owner-provided existing facilities information.
    b) Summarize the HWRF and Buck Creek facilities, including major processes, equipment, operating configuration, and known ongoing improvements.
    c) Document applicable TPDES permit requirements and available dimensions, capacities, and volumes of major process components.
5) Prepare a Historical Data Review Technical Memorandum documenting the data reviewed, representative flows and loadings, ongoing projects, significant data gaps, and existing facility summary.

Deliverables:

- Project Management Plan and baseline schedule.
- Meeting, workshop, and site-visit plan.
- Data needs request memorandum.
- Data-gap log.
- Assumptions and decisions log.
- Sampling or targeted data-collection plan, if required.

- Historical Data Review TM.

TASK 2. CONDITION, OPERATIONS, AND RELIABILITY ASSESSMENT

This task will be performed concurrently with Task 1.2 Data Collection and Historical Data . Garver will conduct planning-level field observations and staff interviews to identify significant condition-related needs that may require funding within the 5-year planning period. The effort is not intended to provide a comprehensive condition assessment of all assets.

2.1. Condition Assessment

1) Perform overview walk-throughs with City staff of the HWRF and Buck Creek Lift Station and Force Main to identify observable deterioration, deficiencies, and other condition concerns that may warrant rehabilitation or replacement within the 5-year planning period.
   - Garver will adjust the level of assessment based on field observations. Most facilities will receive an overview-level visual review. Where an asset appears to be a candidate for inclusion in the 5-year CIP, Garver may perform additional visual inspection and information gathering sufficient to:
     - Document the observed condition and basis for concern.
     - Perform a screening-level evaluation of likelihood of failure and consequence of failure.
     - Develop a preliminary rehabilitation or replacement scope.
     - Establish quantities and assumptions needed to prepare a planning-level OPCC.
   - The assessment may include process, structural, mechanical, electrical, instrumentation, controls, piping, and site assets, as warranted by observed conditions. Discipline-specific staff will be used where needed to evaluate potential near-term CIP needs.
   - Facilities and equipment are assumed to remain in service during the assessment. Confined-space entry, destructive testing, equipment disassembly, dewatering, and detailed inspection of inaccessible or submerged components are not included.
2) Document condition-based improvements recommended for consideration in the next fiscal year. Assets not requiring near-term action will not be individually assessed or scored under this task.

2.2. Operations and Reliability Assessment

1) Conduct interviews with City operations and maintenance staff to supplement the field observations and identify:
   a) Known asset deficiencies and deterioration.
   b) Recurring failures and maintenance concerns.
   c) Safety, access, operability, and maintainability issues.
   d) Equipment that is obsolete, unsupported, or difficult to repair.
   e) Rehabilitation or replacement needs that may warrant inclusion in the 5-year CIP.
   f) Previously identified or planned capital projects relevant to the facilities.
2) Review the findings with City staff and confirm which condition-related needs should be advanced for preliminary project development and costing.
3) Prepare a Draft Condition and Operations Assessment Technical Memorandum documenting the significant field observations, staff input, screening-level condition and risk findings, and condition-related improvements recommended for consideration. Garver will incorporate the final technical content into the Draft and Final Phase 1 Master Plan.
4) Evaluate operational reliability and redundancy, including:
   - Controls and alarms.

- Backup power.
- Bypass pumping capability.
- Emergency operation.
- Overflow prevention.
- Operational flexibility and maintenance constraints.
- Critical single points of failure.

5) Conduct a workshop to review condition assessment for potential near term condition CIP projects.

Deliverables:

- Condition, Operations, and Reliability Assessment Draft TM

TASK 3. BUCK CREEK CAPACITY, AND REGULATORY ANALYSIS

Garver shall evaluate the existing and 5, 10 and 20-year capacity, hydraulic performance, redundancy, and regulatory needs of the Buck Creek Lift Station and Force Main using wastewater flow projections provided by Kimley-Horn and available City data. The evaluation will identify significant limitations and improvements needed within the 5-year planning period.

3.1. Review and Establish Planning Criteria

Garver will establish the flow, hydraulic, operational, and regulatory criteria to be used for the Buck Creek evaluations.

1) Incorporate the existing and 5, 10, and 20-year wastewater flow projections provided by Kimley-Horn and establish the average, peak, and wet-weather flow conditions applicable to the lift station and force main.
2) Review available pump curves, wet-well information, operating records, SCADA trends, alarms, runtimes, drawdown data, force-main information, backup-power information, emergency operating procedures, prior studies, and other available facility data.
3) Conduct field testing necessary to estimate the existing pump curve degradation and force main frictional resistance. It is assumed this testing will be conducted with the Condition Assessment activities included in Task 2. The testing will rely on wet well level instrumentation and flow instrumentation at Buck Creek. Garver will provide pressure gauges and fittings to connect to existing or Owner provided taps in the process piping. This testing will also be leverage to inform the Hydraulic Model developed in Task 3.2.
4) Establish the criteria and assumptions to be used in evaluating:
   - Firm pumping capacity.
   - Pump operating points and sequencing.
   - Wet-well operating levels, storage, and cycle times.
   - Force-main flow, velocity, pressure, and headloss.
   - Surge and transient conditions.
   - Backup power, bypass pumping, and emergency operation.
5) Review applicable TCEQ design criteria and other regulatory requirements related to firm capacity, emergency operation, overflow prevention, bypass provisions, and permitting.
6) The established criteria and assumptions will be documented in the Task 3 Technical Memorandum.

3.2. Develop Hydraulic Model

Garver will develop a hydraulic model sufficient to evaluate the existing and 5, 10, and 20-year performance of the Buck Creek Lift Station and Force Main.

1) Develop the lift-station model using field confirmed pump curves, wet-well geometry, operating levels, pump sequencing, VFD controls, and SCADA information.
2) Incorporate applicable existing and 5-year flow conditions and operating scenarios.
3) Identify field information or verification needed to complete the model. The City will provide available information or perform agreed field verification.
4) Calibrate or validate the model using field testing data obtained from the conducted pump testing, available SCADA, runtime, drawdown, pressure, and operating data to the extent practical for the Phase 1 evaluation.
5) Document model assumptions, data limitations, calibration or validation performed, and confidence in the model results. The model basis, assumptions, validation performed, limitations, and applicable model results will be documented in the Task 3 Technical Memorandum.

3.3. Capacity Assessment

Garver will use the hydraulic and operational model to evaluate the performance of the Buck Creek Lift Station and Force Main under existing and 5-year operating conditions.

1) Evaluate lift-station performance, including:
   - Pump operating points.
   - Total and firm pumping capacity.
   - Pump sequencing and VFD operation.
   - Wet-well levels, storage, and cycle times.
   - Performance during peak and wet-weather conditions.
2) Evaluate force-main performance, including:
   - Flow, velocity, pressure, and headloss.
   - Pump and force-main interaction.
   - Hydraulic capacity under existing and 5-year conditions.
   - Potential surge or transient concerns.
   - Air- and vacuum-release facilities, valves, access, and maintenance constraints.
   - The hydraulic and operational interface at the HWRF discharge location.
3) Identify capacity limitations, hydraulic constraints, regulatory deficiencies, and other conditions that are candidates for inclusion in the 5 year CIP.

3.4. Alternatives Evaluation

1) Garver will perform a planning-level evaluation of the alternatives identified as candidates for inclusion in the 5-year CIP under Task 3.3. The level of evaluation will be appropriate to the significance and complexity of each alternative and may include:
   - Qualitative advantages and disadvantages.
   - Capacity and reliability benefits.
   - Site requirements, constraints, and constructability.
   - Use or modification of existing infrastructure.

- Operational and maintenance impacts.
- Implementation dependencies and sequencing.
- Planning-level OPCCs.
- Life-cycle cost or present-worth analysis, where needed to distinguish alternatives.
- Hydraulic or surge analysis, as applicable.
- Garver will identify the recommended alternative for each evaluated need and document the technical basis, project trigger, preliminary scope, principal quantities, assumptions, dependencies, and timing.

2) Garver will document the alternatives considered, evaluation basis, recommended improvements, project triggers, preliminary scope, principal quantities, assumptions, dependencies, timing, and limitations in the Task 3 Technical Memorandum.

Deliverables:

- Draft Buck Creek Capacity, Regulatory Analysis TM

TASK 4. HWRF CAPACITY, LOADING AND REGULATORY ANALYSIS

Garver shall evaluate the existing and 5-year capacity, loading, performance, and regulatory needs of the HWRF using the wastewater flow projections provided by Kimley-Horn and available City data. The evaluation will identify limitations and improvements needed within the 5-year planning period.

4.1. Review and Establish Planning Criteria

Garver will establish the loading, regulatory, and evaluation criteria to be used for the HWRF capacity analysis and alternatives evaluation.

1) Incorporate the existing and 5-year wastewater flow projections provided by Kimley-Horn and establish the applicable average, maximum-month, peak-day or peak-hour, and wet-weather flow conditions.
2) Establish the flow and loading conditions and peaking factors applicable to the major HWRF processes, including average, maximum-month, peak, wet-weather, and minimum conditions, as needed for the Phase 1 evaluations.
3) Develop representative existing and 5-year BOD, TSS, ammonia, nutrient, industrial, and solids loadings using available City data, documented trends and assumptions, and the flow projections provided by Kimley-Horn. Document significant variability, data limitations, and peaking assumptions.
4) Review the existing TPDES permit, recent compliance history, and applicable requirements for disinfection, effluent quality, ammonia, nutrients, sludge, and biosolids.
5) Identify current or reasonably anticipated regulatory requirements that could materially affect the HWRF during the 5-year planning period, including PFAS or phosphorous. Coordinate with the City regarding potential future permit requirements and regulatory assumptions to be used in the Phase 1 evaluations. Coordination with TCEQ is not included unless specifically authorized.
6) Determine required capacity needs for advanced treatment train based on current and projected advanced treated water demand as provided by the City.
7) Document the established flow, loading, regulatory, and evaluation criteria in the Task 4 Technical Memorandum.

4.2. Develop Baseline Models and Calculations

This task is the finalization and completion of the baseline models (calibrated and validated) for the HWRF for hydraulics. Phase 1 analysis of process capacity will be conducted using high-level spreadsheet calculations. Further refinement of process capacity will be conducted in Phase 2 utilizing process modeling. These models and calculations will be used later to develop alternatives.

1) Develop, plant spreadsheet-based process capacity analysis for the HWRF.
   a) Establish process calculations and process flow diagrams.
   b) Document process calculation assumptions and biological/chemical characteristics criteria used.
2) Develop, finalize, or complete whole plant hydraulic models for the HWRF.
   a) Garver shall provide a list of required field verifications of hydraulic structures to be completed by the City, if any.
   b) Establish a hydraulic model spreadsheet for the WWTPs.
   c) Establish model assumptions including data collected from previous and current field assessments.
   d) Document hydraulic model assumptions, validation, and calibration.
3) The model basis, assumptions, calibration or validation performed, limitations, and applicable results will be documented in the Task 4 Technical Memorandum.

4.3. Needs Assessment and Gap Analysis

This task will integrate the flow, loading, and facility information developed in the preceding tasks to evaluate the HWRF's ability to meet current and projected treatment needs. The results will establish the project alternatives to be carried forward for more detailed evaluation and will support development of the City's 5-year Capital Improvement Program.

The task will include the following:

1) Evaluate the ability of the existing treatment processes and supporting systems to meet current and anticipated TPDES permit requirements. Identify capacity limitations, process bottlenecks, operational constraints, regulatory considerations, and other deficiencies requiring corrective action.

2) Identify potential capital improvements, operational modifications, process changes, or additional evaluations that could address the identified gaps. Perform an initial high-level screening based on technical feasibility, anticipated effectiveness, implementation considerations, and relative cost.

3) Garver will document the alternatives considered, evaluation criteria, results, recommended improvements, project triggers, assumptions, dependencies, timing, and limitations in the Task 4 Technical Memorandum.
4) Conduct a workshop to cover the findings of Task 3 and Task 4

Deliverables:

- HWRF Capacity, Loading, and Regulatory Analysis TM.
- Process and hydraulic capacity spreadsheets in native format

TASK 5. CAPITAL IMPROVEMENTS PLAN (CIP) AND MASTER PLAN REPORT

Garver will compile the capacity, reliability, regulatory, and selected condition-based improvements identified in Tasks 2 through 4 into a combined 5-year Wastewater Treatment Capital Improvement Plan.

5.1. Develop Capital Improvements Plan

In this task, we will compile the project recommendations and begin developing the CIP list

1) Develop the single combined 5-year Wastewater Treatment capacity CIP containing the HWRF and Buck Creek projects. Clearly identify project ownership, facility, trigger, timing, dependencies, and supporting technical source. Coordinate its format, naming, data fields, and assumptions with Kimley-Horn.
2) Develop the formal planning-level OPCCs for HWRF and Buck Creek capacity projects using Kimley-Horn's format, unit-cost assumptions, contingencies, markups, escalation basis, and other direction.
3) Develop phasing for each project.
4) Conduct a CIP workshop with the Owner to present the initial list of recommended projects. The Owner and the project team can adjust the scoring weights, prioritization, and project timing. The available funding can also be adjusted. Prepare a workshop summary to document decisions, outstanding issues and action items.

5.2. Develop Master Plan Report

Garver shall prepare a Phase 1 Master Plan Report that will integrate and update the technical content developed in the Task 1 through Task 4 technical memoranda. The Master Plan will supersede the draft intermediate memoranda as the final project technical document.

1) Compile the draft report to include the information below:
   a) Executive summary presenting the principal findings, recommended improvements, implementation priorities, and conclusions.
   b) Project objectives.
   c) Data sources, assumptions, evaluation methods, planning criteria, cost-estimating basis, and schedule assumptions.
   d) Existing HWRF and Buck Creek facilities, operations, permits, regulatory requirements, and known limitations.
   e) Current and 5-year wastewater flow and loading conditions.
   f) Anticipated future permit requirements and timeframes and their impacts during the Project planning period.
   g) Assess regulatory changes and emerging contaminants that may impact treatment and facilities.
   h) Condition assessment findings and identified near-term rehabilitation needs.
   i) Evaluation of existing HWRF and Buck Creek capacities and performance with respect to hydraulics, liquids treatment, biosolids treatment, and side streams.
   j) Identify rehabilitation needs with respect to plant hydraulics, liquid treatment, biosolids treatment, and all associated side streams.
   k) Alternatives considered, evaluation criteria, assumptions, and recommended alternatives.
   l) Combined 5-year Wastewater Treatment CIP, including project descriptions, triggers, priorities, phasing, dependencies, and implementation timing.

m) Planning-level OPCCs, including principal quantities, assumptions, exclusions, escalation basis, uncertainty, and estimate confidence.
n) Recommended follow-up evaluations or Phase 2 activities.
o) Organize the report so the City and Kimley-Horn can trace each HWRF capacity finding, loading projection, regulatory conclusion, asset score, project recommendation, and OPCC to its supporting basis.
p) Clearly distinguish planning-level findings from work that will require confirmation, detailed evaluation, testing, modeling, design, or implementation in Phase 2 or later.

2) Incorporate consolidated City and Kimley-Horn review comments into the final deliverables.
3) Provide executive briefing for the City executive staff or council members.

Deliverables:

- Draft Phase 1 HWRF Master Plan report in editable Word and PDF formats.
- Final Phase 1 HWRF Master Plan report in editable Word and PDF formats.
- Final native calculations, loading projections, spreadsheets, GIS files, capacity-project files, OPCCs, exhibits, and supporting files.
- Final assumptions and decisions log, data-gap log, and comment-response record.

TASK 6. SPECIAL SERVICES

Tasks described below are considered to be additional services, and will only be initiated upon written request by the Owner.

6.1. Asset Management Field Data Collection

Garver shall support the Owner's asset management program by completing the wastewater treatment asset assessments and risk scoring for the Hamby Water Reclamation Facility (HWRF) and the Buck Creek Lift Station and Force Main in accordance with the program-wide asset management framework established by Hazen. This task does not include development of a condition-based Capital Improvement Plan.

The task shall include the following:

1) City will provide the available existing asset inventory for Garver review, including age, material, manufacturer, model, condition, failure history, maintenance, operational, inspection, and consequence information for HWRF and Buck Creek.
2) Participate in Hazen-led coordination and training regarding the asset management framework, which will include assessment methods, scoring criteria, data collection procedures, templates, quality-control requirements, and required digital formats.
3) Perform field work to collect all asset information for the HWRF and Buck Creek LS following Hazen's required framework. The data collected will identify assets not in the existing inventory, collect missing asset information, validate existing asset information, and collect information necessary for condition and risk scoring.
4) Compile results and assign the required condition, likelihood-of-failure, consequence-of-failure, and risk scores per the Hazen framework.
5) Document the results in a brief technical memo that will include results, collection method, assumptions, and limitations associated with the asset data and scoring results. Perform required quality-control reviews, submit the completed datasets and scoring results to Hazen, and address review comments.

EXTRA WORK

The following items are not included under this Agreement but will be considered as extra work:

A. 10-, 20-, or 30-year planning analysis, alternatives evaluation, and long-range CIP development.
B. Plant operations and capacity optimization beyond the work required to establish the Phase 1 existing and 5-year capacity findings.
C. Detailed power and electrical-efficiency optimization, Aquasight or other third-party optimization services, and VFD programming recommendations.
D. HWRF digital twin platform selection, development, calibration, documentation, SCADA connection, and City staff training.
E. Comprehensive SCADA, controls, automation, instrumentation, and data-readiness review; programming; integration; or implementation.
F. Development of an asset-based 5-year project list or asset-based OPCCs beyond immediate high risk items.
G. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
H. Submittals or deliverables in addition to those listed herein.
I. Detailed design of any kind.
J. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
K. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
L. Flow sampling and sample analysis.
M. Property acquisition.
N. Easement research.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

SCHEDULE

Garver shall begin work under this Agreement upon receipt of a Notice to Proceed and shall endeavor to complete the work in accordance with the estimated schedule below. The schedule assumes a Notice to Proceed on August 17, 2026, and receipt of consolidated Owner and Program Manager review comments within seven (7) calendar days of each draft submittal. Tasks will be performed concurrently as feasible to support the listed milestones.

Phase Description	Estimated Calendar Days	Estimated Completion
Notice to Proceed		Assumed August 29th, 2026
Data Request Letter	5 days from NTP	August 21, 2026
Kickoff Meeting	14 days from NTP	Week of September 3, 2026
Field Assessments and Staff Interview Site Visit	25 days from NTP	By September 23, 2026
Task 1 Historical Data Review and Evaluation Basis TM	25 days from NTP	September 23, 2026

Task 2 Condition, Operations, and Reliability Assessment TM	14 Days from Completion of Field Assessments	November 7, 2026
Task 3 Buck Creek Analysis TM	42 Days from completion of Condition and Operations Assessment TM	November 18, 2026
Task 4 HWRF Analysis TM	42 Days from completion of Condition and Operations Assessment TM	November 18, 2026
Task 5 Draft Phase 1 Master Plan	7 days from owner approval of Analysis TMs	December 2, 2026
Task 5 Final Phase 1 Master Plan	21 days from Owner approval of Master Plan Draft Document	December 31, 2026

Exhibit B

City of Abilene
WWTP Master Plan

FEE SUMMARY

Basic Services Section	Estimated Fees
PROJECT MANAGEMENT AND DATA ANALYSIS	$ 36,142.00
HWRF AND BUCK CREEK CONDITION, OPERATIONS, AND RELIABILITY ASSESSMENT	$ 64,996.00
BUCK CREEK CAPACITY AND REGULATORY ANALYSIS	$ 60,716.00
HWRF CAPACITY, LOADING AND REGULATORY ANALYSIS	$ 94,340.00
CIP AND MASTER PLAN REPORT	$ 41,440.00
Subtotal for Basic Services Section	**$ 297,634.00**

Additional Services Section	Estimated Fees
ASSET MANAGEMENT DATA COLLECTION AND SCORING	$ 46,636.00
Subtotal for Additional Services Section	**$ 46,636.00**

Total All Services	**$ 344,270.00**

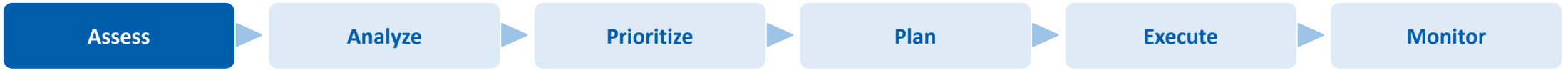
Approve the Professional Services Contract for the Integrated Infrastructure Management Plan – Wastewater Treatment Phase 1 Master Plan

CITY OF ABILENE TEXAS

IIMP – Wastewater Treatment Phase 1 Overview

The IIMP is a living, integrated planning framework.

- Moves utility planning away from periodic, siloed master plan snapshots.
- Uses one shared data environment, common assumptions, and a consistent prioritization framework.
- Coordinates master planning, asset management, capital planning, and rate planning into one continuous cycle.
- Water treatment, water distribution, wastewater collection, and wastewater treatment all feed into the same IIMP framework.



One continuous cycle using shared data and current assumptions.

CITY OF ABILENE TEXAS

How the Program Is Organized

The Program Manager is the integrating hub. Domain consultants evaluate each utility area; asset management cuts across all domains.

Water Treatment

Water Distribution

Program Management

Wastewater Collection

Wastewater Treatment

Asset Management serves all four domains

CITY OF ABILENE TEXAS

Wastewater Treatment Domain – Phase 1

Garver has been selected as the Wastewater Treatment domain consultant for the IIMP.

- Contract Amount: $344,270.00
- Funding: Water Utilities Capital Improvement Program (CIP)
- Facilities evaluated: Hamby Water Reclamation Facility (HWRF), Buck Creek Lift Station, and Buck Creek Force Main
- Phase 1 focuses on near-term treatment capacity, permit compliance, operational reliability, redundancy, and facility condition.
- The results will support the City's five-year CIP, five-year rate planning, and long-term wastewater treatment investment strategy.

This contract is one domain-specific piece of the larger IIMP program.

CITY OF ABILENE TEXAS

Wastewater Treatment Phase 1 – Scope

Project Scope

- Project management, data collection, and historical data review
- Condition, operations, and reliability assessment
- Buck Creek capacity and regulatory analysis
- HWRF capacity, loading, and regulatory analysis
- Combined Wastewater Treatment CIP and report

Phase 1 is limited to near-term planning needs and is expected to be completed in approximately four months following Notice to Proceed.

CITY OF ABILENE TEXAS

What This Work Answers

What is broken or breaking?	Condition, operations, and reliability assessment of HWRF and Buck Creek.
Can the facilities handle current and near-term needs?	Capacity, loading, hydraulic, and regulatory evaluations.
What must be fixed first?	Combined five-year Wastewater Treatment CIP with project triggers, priorities, and phasing.
What will it cost?	Planning-level opinions of probable construction cost for recommended projects.
How does it fit the full IIMP?	Coordination with the Program Manager, Asset Manager, and shared IIMP data standards.

CITY OF ABILENE TEXAS

Approve the Professional Services Contract for the Integrated Infrastructure Management Plan – Wastewater Treatment Phase 1 Master Plan

QUESTIONS?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
8/27/2026

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

ITEM: **9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Integrated Infrastructure Management Plan – Water Treatment Domain Phase I *(Jeremiah Bihl)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. (eHT) for the Integrated Infrastructure Management Plan (IIMP) – Water Treatment Domain Phase I in the amount of $392,000.00.

The IIMP is the City's integrated planning effort across its water and wastewater systems, intended to produce one prioritized, cross-domain Capital Improvement Plan (CIP) built on shared assumptions, common data standards, and coordinated infrastructure planning. The Water Treatment Domain is one of the four infrastructure domains included in the IIMP and will focus on the City's water treatment facilities and related systems that affect treatment capacity, reliability, water quality, and regulatory compliance.

Phase I will establish an updated capacity and planning baseline for the Northeast Water Treatment Plant, Hargesheimer Water Treatment Plant, Grimes Water Treatment Plant, and Possum Kingdom Raw Water Roughing Facility. The scope will distinguish rated capacity, practical operating capacity, seasonal or raw-water-quality-limited capacity, and capacity limitations caused by specific treatment processes or support systems.

The Phase I scope includes project management, coordination with the IIMP Program Manager and other domain consultants, review of available facility records and operating data, development of data-gap and assumptions logs, existing capacity and water-quality baseline evaluations, five-year capacity and regulatory analysis, preliminary five-year CIP development, and planning-level opinions of probable construction cost (OPCCs).

The work will evaluate current and anticipated treatment needs using demand projections developed through the IIMP. The analysis will also consider regulatory and water-quality issues that may affect treatment capacity or require improvements during the five-year planning period, including PFAS, Lead and Copper requirements, and future or emerging regulatory considerations such as microplastics.

The scope will also evaluate the five-year treatment horizon based on the assumption that Grimes Water Treatment Plant will be decommissioned within the five-year planning period. This includes reviewing capacity transfer requirements, facility-level operating scenarios, reliability considerations, and coordination needs with the Water Distribution Domain.

The final deliverables will include a Phase I Water Treatment Domain report, a preliminary five-year capacity CIP recommendation list, AACE Class 4 planning-level OPCCs, data-gap documentation, assumptions and decisions logs, and supporting documentation needed to coordinate with the overall IIMP and five-year rate-planning process.

FUNDING/FISCAL IMPACT

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

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council approve the Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Integrated Infrastructure Management Plan – Water Treatment Domain Phase I in the amount of $392,000.00.

ATTACHMENTS:

1. 2 - WrittenResolution - IIMP WT Domain - eHT
2. EHT - IIMP Water Treatment Domain - Phase 1 - Signed
3. 3 - Presentation - IIMP WT Domain - eHT

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH ENPROTEC / HIBBS & TODD, INC. FOR THE INTEGRATED INFRASTRUCTURE MANAGEMENT PLAN – WATER TREATMENT DOMAIN PHASE I.

WHEREAS, the City of Abilene (City) owns and operates water treatment facilities that are necessary to provide safe, reliable drinking water to its customers; and

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

WHEREAS, the City selected Enprotec / Hibbs & Todd, Inc. to serve as the Water Treatment Domain consultant for Phase I of the IIMP; and

WHEREAS, the City desires to implement the Integrated Infrastructure Management Plan – Water Treatment Domain Phase I to evaluate existing and five-year water treatment capacity, regulatory, water-quality, reliability, and capital planning needs; and

WHEREAS, the scope of services includes project management, coordination with the IIMP Program Manager and other domain consultants, data review, existing capacity and water-quality baseline evaluation, five-year capacity and regulatory analysis, preliminary five-year CIP development, planning-level opinions of probable construction cost, and Phase I reporting; and

WHEREAS, the total contract amount for these services is $392,000.00 from the Water Utilities Capital Improvement Program (CIP) funds;

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

That the City Manager is authorized to execute a Professional Services Contract with Enprotec / Hibbs & Todd, Inc. for the Integrated Infrastructure Management Plan – Water Treatment Domain Phase I in the amount of $392,000.00.

ADOPTED this 27th day of August, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This Contract, dated the 27th day of August, 2026, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Enprotec/Hibbs and Todd, Inc., a corporation. organized under the laws of the State of Texas. ("Professional").

The City is engaged in Integrated Infrastructure Management Plan (IIMP) - Water Treatment Domain - Phase 1 and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified engineer properly licensed to practice in the State of Texas. Professional desires to render professional services to the City on the terms and conditions provided in this Contract.

The Professional must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

THEREFORE, the City engages the services of the Professional. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERMS

In consideration of the compensation stated in paragraph II, the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by a mutually agreed upon date.

II. FEE

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

III. FACILITIES

The Professional will furnish all facilities and equipment that may be necessary to perform services required under this Contract.

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

This Contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent which are not contained in this Contract are of no effect. This Contract may not be amended or modified except by both parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material which Professional prepares or acquires in performing this Contract, including any duplicate copies kept by Professional. The Professional may not disclose to any person or entity any information regarding the City's activities. The City may, however, specifically authorize a limited disclosure at its discretion.

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

(iv) all other costs and expenses of litigation.

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

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

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

B. Indemnity

The Professional shall indemnify, hold harmless and defend the City against liability for damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Professional or the Professional's employees, or another entity over which the Professional exercises control.

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this Contract is made.

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
___1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
___2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_4.	Professional Liability	$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	
___6.	No Insurance Required	

XI. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

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

Professional – ATTN:
Jordan Hibbs, PE, President
402 Cedar Street
Abilene, TX 79601

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids for this Contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion, or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas

Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

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

with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Name:

Title:

ATTEST:

_____
City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By: Digitally signed by Jordan Hibbs Date: 2026.08.20 13:54:03-05'00'

Name: Jordan S. Hibbs

Title: President

Address: 402 Cedar St., Abilene, TX 79601

Phone Number: (325) 698-5560

Federal Tax ID#: 75-2258512

ATTEST: (if corporation)

Bradley Evans, CPA Digitally signed by Bradley Evans, CPA Date: 2026.08.20 13:56:35 -05'00'

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

See attached Exhibit A for Scope of Services, Phase Schedule and Compensation for Services.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 _X__

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $Per the attached Compensation of Services schedule per hour, or per the attached schedule, not to exceed $392,000.00

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

OPTION 2 ___

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

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

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

OPTION 3 ___

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

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) _X__

All documents and materials prepared by Professional under the terms of this Contract are the City's property from the time of preparation, and Professional must deliver the documents and materials to the City or make them available for inspection whenever requested. Professional has the right to make duplicate copies of such documents or materials for its own file or for other such purposes as the City authorizes in writing.

(Option 2) ___

All documents and materials prepared by the Professional remain the property of the Professional; however, Professional must furnish City, at no additional cost, one set of reproducible mylars of the original drawings of the work and/or one copy of all documents prepared by the Professional pursuant to this Agreement.

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

SCOPE OF SERVICES
FOR
INTEGRATED INFRASTRUCTURE MANAGEMENT PLAN – WATER TREATMENT DOMAIN
August 19, 2026

This Exhibit A is part of the Agreement between Enprotec / Hibbs & Todd, Inc. (Engineer or Consultant) and City of Abilene (City) for a project generally described as:

Phase I of the Water Treatment Domain portion of the City of Abilene's overall Integrated Infrastructure Management Plan (IIMP).

SCOPE OF SERVICES

The Engineer agrees to furnish the City with the following specific services:

BASIC ENGINEERING SERVICES

The Phase I objectives are as follows:

1. Establish an updated existing-capacity baseline for the Northeast Water Treatment Plant (Northeast WTP), Hargesheimer Water Treatment Plant (Hargesheimer WTP), Grimes Water Treatment Plant (Grimes WTP), and Possum Kingdom Raw Water Roughing Facility (PKRWRF), including related facilities and systems that affect treatment capacity.
2. Distinguish rated capacity, , practical operating capacity, seasonal or raw-water-quality-limited capacity, and capacity limited by individual treatment processes or support systems.
3. Evaluate existing regulatory/compliance and water-quality constraints that affect current treatment capacity, reliability, or required improvements.
4. Evaluate the 5-year treatment horizon using Kimley-Horn-provided demand projections and the assumption that Grimes WTP will be decommissioned within the 5-year planning period.
5. Develop a preliminary 5-year capacity project list and planning-level OPCCs addressing existing capacity deficiencies, expected 5-year maximum demand, regulatory and water-quality needs, and the Grimes WTP transition.

PROJECT MANAGEMENT, COORDINATION, AND DATA REVIEW

Consultant shall provide the following services:

1. Review available treatment master plans, studies, facility records, design documents, record drawings, process flow diagrams, operating procedures, recent construction information, production data, raw- and finished-water-quality data, compliance records, readily-available

laboratory data, SCADA and historian data, maintenance records, work orders, relevant electrical information, and available asset data.

2. Prepare a data request and data-gap log that identifies information needed from the City, Kimley-Horn, Hazen, and other IIMP domain consultants.
3. Prepare and maintain an assumptions and decisions log covering capacity definitions, facility boundaries, demand allocation, operating scenarios, the Grimes WTP transition, regulatory and water-quality assumptions, critical asset-assessment requirements, analysis limitations, and OPCC assumptions.
4. Coordinate scope interfaces, facility-level demand allocation, project naming, data formats, critical asset-management inputs, capacity-project inputs, and milestone reviews with Kimley-Horn and Hazen.
5. Coordinate with the Water Distribution Consultant regarding high-service pumping, storage, controls, and other facilities that affect treatment capacity or the Grimes WTP transition. The Water Treatment Consultant shall evaluate these facilities only as needed to assess treatment capacity and transition requirements.
6. Consultant shall conduct meetings and workshops as necessary to complete the work.

Deliverables

1. Phase 1 work plan and schedule.
2. Data request and data-gap log.
3. Assumptions and decisions log.

EXISTING CAPACITY, REGULATORY, AND WATER-QULITY BASELINE

The Consultant shall establish the existing treatment-capacity baseline for all four treatment facilities and the related systems that affect capacity. No current treatment process, hydraulic, or capacity models are known to be available. Consultant shall update and rely on the previously completed Water Treatment Plant Master Plan. Consultant shall provide the following services:

1. Evaluate for capacity Northeast WTP, Hargesheimer WTP, Grimes WTP, and PKRWRF, together with related raw-water facilities, intakes, pumping, booster stations, high-service pump stations, storage, chemical systems, residuals handling, backwash and recycle systems, electrical systems, instrumentation, and controls where those systems limit or support treatment capacity.
2. Determine and document rated capacity, , practical operating capacity, seasonal or raw-water-quality-limited capacity, and capacity limited by individual treatment processes or support systems. Clearly identify the governing assumptions and limiting components for each facility.
3. Evaluate process and support-system capacity, as applicable, including raw-water intake and pumping, roughing, pretreatment, clarification, filtration, disinfection, chemical feed, finished-water pumping, storage, residuals handling, backwash and recycle, electrical supply, backup power, instrumentation, and controls.

4. Use available records, operating data, staff interviews, and site observations to identify process bottlenecks, redundancy limitations, critical single points of failure, operating constraints, and existing capacity-related deficiencies.
5. Perform an existing regulatory review addressing applicable drinking-water requirements, compliance history, approved or rated capacity bases, and regulatory constraints that could affect current capacity or near-term improvements.
6. Perform a planning-level review of available raw- and finished-water-quality data, seasonal variability, source-water blending, and treatment performance to identify existing water-quality limitations or treatment-capacity implications.
7. Include limited testing or data collection only where needed to support the Phase 1 capacity baseline. The Consultant shall identify the purpose, method, responsible party, schedule, and cost of proposed work and coordinate with the City and Kimley-Horn. Some testing or data collection may be completed by City staff.
8. Document data limitations, assumptions, confidence, and recommended follow-up work.

Deliverables

1. Existing capacity baseline for Northeast WTP, Hargesheimer WTP, Grimes WTP, and PKRWRF, including updated rated and practical operating capacities for Northeast WTP and Hargesheimer WTP.
2. Process and support-system bottleneck, redundancy, and critical-constraint summary.
3. Existing regulatory and compliance review.
4. Planning-level existing water-quality analysis.
5. Existing-capacity exhibit or summary table identifying the limiting process or support system for each facility and operating condition.
6. Data limitations, assumptions, and confidence summary.

FIVE-YEAR CAPACITY, REGULATORY, WATER-QUALITY, AND GRIMES TRANSITION ANALYSIS

The Consultant shall evaluate the 5-year treatment horizon using demand projections provided by Kimley-Horn and the assumption that Grimes WTP will be decommissioned within the 5-year planning period. The analysis shall identify the capacity, regulatory, water-quality, reliability, and transition projects needed to serve the 5-year horizon. Consultant shall provide the following services:

1. Use the 5-year system-wide demand projections provided by Kimley-Horn and coordinate with the City and Kimley-Horn to develop and document facility-level allocations, peak-demand assumptions, seasonal operating scenarios, plant-utilization assumptions, redundancy criteria, and source-water or treatment-strategy assumptions.
2. Evaluate 5-year capacity for Northeast WTP, Hargesheimer WTP, PKRWRF, and related raw-water, pumping, storage, chemical, residuals, electrical, instrumentation, and control systems under operating scenarios that exclude Grimes WTP from long-term service.

3. Identify the interim operational, maintenance, compliance, or limited capital work needed to keep Grimes WTP functional until decommissioning.
4. Evaluate the Grimes WTP transition, including capacity transfer to Northeast WTP and Hargesheimer WTP, PKRWRF impacts, raw- and finished-water pumping changes, seasonal operating scenarios, redundancy and reliability after Grimes WTP is removed, implementation dependencies, and coordination with the Water Distribution Consultant.
5. Perform a limited 5-year regulatory review addressing adopted and reasonably anticipated drinking-water requirements that may affect treatment capacity or require improvements during the planning period. The review shall include PFAS, lead and copper requirements, and future or emerging regulatory considerations such as microplastics.
6. Perform a planning-level 5-year water-quality analysis using available raw- and finished-water-quality data, seasonal variability, source-water blending, and treatment performance to evaluate the facilities' ability to meet current and anticipated requirements. Bench-scale and pilot testing are not included.
7. Identify capacity deficiencies, regulatory or water-quality constraints, operational dependencies, and new or modified infrastructure needed for the 5-year horizon and the Grimes WTP transition.
8. Develop a separate preliminary 5-year capacity project list using Kimley-Horn's required format and assumptions. Clearly document the technical basis, trigger, dependencies, timing, and uncertainty for each recommendation.

Deliverables

1. Five-year facility capacity results and documented facility-level operating scenarios.
2. Five-year regulatory review, including PFAS, lead and copper, and identified future or emerging regulatory considerations.
3. Planning-level 5-year water-quality analysis.
4. Grimes WTP transition and reliability analysis, including interim operating needs, capacity transfer requirements, implementation dependencies, and required City decisions.
5. Five-year capacity deficiency and project-recommendation list.

PRELIMINARY FIVE-YEAR CIP AND OPCCS

The Consultant shall convert the Phase 1 capacity findings into planning-level project recommendations and opinions of probable construction cost (OPCCs). This work is limited to capacity projects and does not include development of an asset-based 5-year project list. Consultant shall provide the following services:

1. Develop the preliminary 5-year capacity CIP recommendation list based on existing capacity deficiencies, 5-year demand, regulatory and water-quality requirements, and the Grimes WTP transition.
2. Develop AACE Class 4 OPCCs using the format, cost assumptions, contingencies, markups, escalation basis, and other direction provided by Kimley-Horn.

3. Document the basis, principal quantities, unit-cost assumptions, exclusions, and AACE Class 4 estimate for each OPCC.
4. Use Kimley-Horn's project naming, data fields, and project-list format.
5. Identify implementation dependencies, required City decisions, project overlaps, and potential conflicts among the capacity projects and with related water-distribution projects.

Deliverables

1. Five-year capacity CIP recommendation list.
2. AACE Class 4 OPCCs for the capacity projects.
3. Supporting quantities, assumptions, implementation dependencies, and cost-basis documentation.

DRAFT AND FINAL PHASE I REPORTING

The Consultant shall prepare a coordinated draft and final digital report that documents the deliverables and the approach, data, assumptions, analyses, limitations, and decisions used to produce them. Consultant shall provide the following services:

1. Clearly distinguish planning-level findings from work that will require confirmation, detailed evaluation, testing, modeling, or design in Phase 2 or later.
2. Incorporate consolidated City and Kimley-Horn review comments into the final deliverables.
3. Provide an electronic comment-response record with the final submittal.

Deliverables

1. Draft final Phase 1 Water Treatment Domain report in editable Word and PDF formats.
2. Final Phase 1 Water Treatment Domain report in PDF format.
3. Final assumptions and decisions log, data-gap log, and comment-response record.

DELIVERABLE REQUIREMENTS

1. All deliverables shall be provided digitally. Draft reports that are issued for review shall be provided in editable Word and PDF formats. Final reports shall be issued in PDF format.
2. The final report shall document the complete approach used to produce each deliverable, including data sources, assumptions, methods, limitations, confidence, decisions, and recommended follow-up.

PHASE I SCHEDULE

The Consultant shall propose a detailed schedule and coordinate it with Kimley-Horn. The proposed schedule shall endeavor to support the following City-proposedmilestones:

Milestone	Required Timing
Existing-system analysis and review	Mid-October 2026

Milestone	Required Timing
Draft final Phase 1 deliverables	Mid-November 2026
Final Phase 1 deliverables	Mid-December 2026

The schedule shall identify interim review points, required City and Kimley-Horn decisions, data dependencies, critical-path items, and the date by which each input is needed to maintain these milestones.

COMPENSATION FOR SERVICES

Compensation for the services described in this Scope of Services will be as follows:

1. Within the Notice to Proceed for the Project, City shall pay Engineer for services set forth in Exhibit A at a total lump sum of $392,000.00 broken down as follows:

   - Project Management, Coordination, and Data Review: $47,000.00
   - Existing Capacity, Regulatory, and Water-Quality Baseline: $90,000.00
   - Five-Year Capacity, Regulatory, Water-Quality, and Grimes Transition Analysis: $105,000.00
   - Preliminary Five-Year CIP and OPCCs: $80,000.00
   - Draft and Final Phase I Reporting: $70,000.00

   a. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated into the Lump Sum to account for labor, overhead, profit and direct expenses.

   b. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the monthly billing period to the Lump Sum.

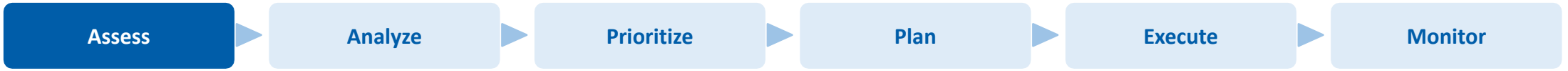
Approve the Professional Services Contract for the Integrated Infrastructure Management Plan - Water Treatment Domain Phase I

CITY OF ABILENE TEXAS

IIMP – Water Treatment Phase 1 Overview

The IIMP is a living, integrated planning framework.

- Moves utility planning away from periodic, siloed master plan snapshots.
- Uses one shared data environment, common assumptions, and a consistent prioritization framework.
- Coordinates master planning, asset management, capital planning, and rate planning into one continuous cycle.
- Water treatment, water distribution, wastewater collection, and wastewater treatment all feed into the same IIMP framework.



One continuous cycle using shared data and current assumptions.

CITY OF ABILENE TEXAS

How the Program Is Organized

The Program Manager is the integrating hub. Domain consultants evaluate each utility area; asset management cuts across all domains.

Water Treatment

Water Distribution

Program Management

Wastewater Collection

Wastewater Treatment

Asset Management serves all four domains

CITY OF ABILENE TEXAS

Water Treatment Domain – Phase 1

Enprotec / Hibbs & Todd has been selected as the Water Treatment domain consultant for the IIMP.

- Contract Amount: $392,000.00
- Funding: Water Utilities Capital Improvement Program (CIP)
- Phase I establishes the water treatment capacity, regulatory, water-quality, and planning baseline needed for the IIMP and the five-year CIP.
- The results will support the City's five-year CIP, five-year rate planning, and long-term water treatment investment strategy.

This contract is one domain-specific piece of the larger IIMP program.

CITY OF ABILENE TEXAS

Water Treatment Phase 1 – Scope

Project Scope

- Project Management, Coordination, and Data Review
- Existing Capacity Baseline
- Five-Year Capacity Analysis
- Preliminary Five-Year CIP and OPCCs
- Water Treatment CIP and report

Phase 1 is limited to near-term planning needs and is expected to be completed in approximately four months following Notice to Proceed.

CITY OF ABILENE TEXAS

What This Work Answers

What is the actual capacity?	Rated, practical operating, seasonal, and process-limited capacity for Northeast WTP, Hargesheimer WTP, Grimes WTP, and PKRWRF.
What limits treatment reliability?	Process bottlenecks, redundancy limitations, single points of failure, and operating constraints.
What changes are coming?	Five-year demand, PFAS, Lead and Copper, future regulatory issues, water-quality variability, and the Grimes transition.
What must be funded first?	Preliminary five-year Water Treatment capacity CIP with triggers, dependencies, timing, and planning-level OPCCs.
How does it fit the full IIMP?	Coordination with the Program Manager, Asset Manager, Water Distribution consultant, and shared IIMP data standards.

CITY OF ABILENE TEXAS

Approve the Professional Services Contract for the Integrated Infrastructure Management Plan – Water Treatment Phase 1 Master Plan

QUESTIONS?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
8/27/2026

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

ITEM: **10. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Taylor Engineering, LLC for the Integrated Infrastructure Management Plan – Wastewater Collection Domain Phase 1 *(Jeremiah Bihl)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Taylor Engineering, LLC for the Integrated Infrastructure Management Plan (IIMP) – Wastewater Collection Domain Phase 1 in the amount of $510,000.00.

The Wastewater Collection Domain is one of the four utility domains included in the City's IIMP. Phase 1 will develop a new wastewater collection system model using Autodesk InfoWorks ICM, evaluate existing and projected five-year collection system capacity, and develop preliminary wastewater collection capacity projects and planning-level opinions of probable cost for later integration into the overall IIMP. The work will use City-provided information and flow projections provided through the IIMP program, including average dry-weather flow, peak dry-weather flow, and peak wet-weather flow conditions allocated geographically by basin.

- Project management and coordination with the IIMP Program Manager and Asset Management Consultant
- Model rebuild and existing system capacity analysis using InfoWorks ICM
- Approved survey and field verification where necessary to support Phase 1 model development
- Projected five-year wastewater collection capacity analysis
- Limited wastewater collection asset assessment and risk scoring support, when observed during Phase 1 work
- Preliminary five-year capacity CIP and planning-level opinions of probable cost
- Draft and final Phase 1 Wastewater Collection Domain report and native model/GIS files

This contract is focused on Phase 1 planning needs. Unlike the water distribution work, the Wastewater Collection Domain requires development of a new InfoWorks ICM collection system model rather than updating an existing current model. Formal dry-weather and wet-weather calibration, flow monitoring, inflow and infiltration assessment, and long-range 10-, 20-, or 30-year capacity analysis are deferred to Phase 2 or later.

The Phase 1 model and capacity analysis will identify existing and projected five-year capacity deficiencies and provide the City with preliminary project recommendations and cost opinions needed to support the five-year CIP, rate planning, and the broader IIMP.

FUNDING/FISCAL IMPACT

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

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council approve the Professional Services Contract with Taylor Engineering, LLC for the Integrated Infrastructure Management Plan – Wastewater Collection Domain Phase 1 in the amount of $510,000.00.

ATTACHMENTS:

1. 2 - WrittenResolution - IIMP Wastewater Collection Domain - TE
2. IIMP WW Collection Domain - Phase 1 Signed
3. 3 - Presentation - IIMP Wastewater Collection Domain - TE

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH TAYLOR ENGINEERING, LLC FOR THE INTEGRATED INFRASTRUCTURE MANAGEMENT PLAN – WASTEWATER COLLECTION DOMAIN PHASE 1.

WHEREAS, the City of Abilene (City) owns and operates a wastewater collection system and is responsible for the long-term planning, operation, renewal, and replacement of those infrastructure assets; and

WHEREAS, the City has undertaken an Integrated Infrastructure Management Plan (IIMP) to establish a living, coordinated planning framework across its water and wastewater utility systems; and

WHEREAS, the City desires to implement Phase 1 of the Wastewater Collection Domain to develop a new wastewater collection system model, evaluate existing and projected five-year collection system capacity, and develop preliminary five-year wastewater collection capacity projects and planning-level cost estimates; and

WHEREAS, the City selected Taylor Engineering, LLC to provide professional engineering services for the Integrated Infrastructure Management Plan – Wastewater Collection Domain Phase 1; and

WHEREAS, the total contract amount for these services is $510,000.00 and will be funded from the Water Utilities Capital Improvement Program (CIP)

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

That the City Manager is authorized to execute a Professional Services Contract with Taylor Engineering, LLC for the Integrated Infrastructure Management Plan – Wastewater Collection Domain Phase 1 in the amount of $510,000.00.

ADOPTED this 27th day of August, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This Contract, dated the 27th day of August, 2026, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Taylor Engineering, a Company organized under the laws of the State of Texas. ("Professional").

The City is engaged in Integrated Infrastructure Management Plan (IIMP) Wastewater Collection Domain - Phase 1 and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified engineer properly licensed to practice in the State of Texas. Professional desires to render professional services to the City on the terms and conditions provided in this Contract.

The Professional must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

THEREFORE, the City engages the services of the Professional. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERMS

In consideration of the compensation stated in paragraph II, the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by a mutually agreed upon date.

II. FEE

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

III. FACILITIES

The Professional will furnish all facilities and equipment that may be necessary to perform services required under this Contract.

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

This Contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent which are not contained in this Contract are of no effect. This Contract may not be amended or modified except by both parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material which Professional prepares or acquires in performing this Contract, including any duplicate copies kept by Professional. The Professional may not disclose to any person or entity any information regarding the City's activities. The City may, however, specifically authorize a limited disclosure at its discretion.

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

(iv) all other costs and expenses of litigation.

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

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

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

B. Indemnity

The Professional shall indemnify, hold harmless and defend the City against liability for damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Professional or the Professional's employees, or another entity over which the Professional exercises control.

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this Contract is made.

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
___1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
___2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_4.	Professional Liability	$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	
___6.	No Insurance Required	

XI. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

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

Professional – ATTN:
Clint Taylor, P.E., Owner
209 Angie Lane
Abilene, TX 79602

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids for this Contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion, or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas

Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

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

with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Name:

Title:

ATTEST:

_____
City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By: 

Name: Clint J. Taylor

Title: Owner / Principal

Address: 209 Angie Ln, Abilene, Texas 79602

Phone Number: 713-449-8332

Federal Tax ID#: 93-3749140

ATTEST: (if corporation)

_____
Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

See attached Scope of Work, Phase Schedule and Compensation.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 _X_

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $per time and expense, per hour, or per the attached schedule, not to exceed $75,000.00.

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

OPTION 2 _X_

Payment is in a lump sum amount of $435,000.00. upon completion of the work and written acceptance by the City.

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

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

OPTION 3 ___

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

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) _X_

All documents and materials prepared by Professional under the terms of this Contract are the City's property from the time of preparation, and Professional must deliver the documents and materials to the City or make them available for inspection whenever requested. Professional has the right to make duplicate copies of such documents or materials for its own file or for other such purposes as the City authorizes in writing.

(Option 2) ___

All documents and materials prepared by the Professional remain the property of the Professional; however, Professional must furnish City, at no additional cost, one set of reproducible mylars of the original drawings of the work and/or one copy of all documents prepared by the Professional pursuant to this Agreement.

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHASE 1 SCOPE OF WORK

Phase 1 Objectives

1. Development of a wastewater collection model (Model) utilizing Autodesk InfoWorks ICM (InfoWorks) software to produce a Phase 1 planning-level model.
2. Document the source(s) used to build the Model, address critical source and survey gaps, and incorporate recent improvements and construction.
3. Evaluate existing system capacity using Kimley-Horn provided average dry-weather flow (ADWF), peak dry-weather flow (PDWF), peak wet-weather flow (PWWF) and geographic allocation by basin, with approved peaking factors (provided by Kimley-Horn and incorporated into the applicable flow data) and prepare exhibits showing percent of capacity used.
4. Evaluate projected 5-year system capacity using Kimley-Horn provided ADWF, PDWF, PWWF and geographic allocation by basin, with approved peaking factors (provided by Kimley-Horn and incorporated into the applicable flow data) and prepare exhibits showing percent of capacity used.
5. When / if site visits are conducted, assign the full set of condition, likelihood-of-failure, consequence-of-failure, and risk scores using the program-wide framework provided by Hazen.
6. Develop capacity based projected 5-year planning level capital improvements plan (CIP) recommendations and opinions of probable cost (OPC) for later integration and prioritization by the City and Kimley-Horn.

Required Scope Components

Task 1 - Project Management and Coordination

The Consultant shall define the management and coordination effort needed to complete Phase 1 within the required milestones.

Required scope elements

1. Coordinate Model, GIS, survey, asset, project, cost, and deliverable interfaces with Kimley-Horn as Program Manager and Hazen as Asset Management Consultant.
2. Propose the number, purpose, timing, participants, and format of meetings and workshops needed for the Scope of Work. Meeting quantities shall be coordinated with Kimley-Horn and included in the Consultant's fee.

Required deliverables

1. Phase 1 work plan and schedule.
2. Meeting and workshop plan.

Task 2 - Model Rebuild and Existing System Analysis

The Consultant shall develop a new Model utilizing InfoWorks and use available source information, approved survey or field verification results, and recent system information as needed. The final deliverable shall generally describe the Model rebuild process, software version, data source(s), quality checks, and survey approach.

Required scope elements

1. Develop a current Model utilizing InfoWorks. Model shall be developed utilizing the best available City provided information in combination with field collected data, where deemed necessary and approved by the City in writing.
2. Conduct an initial review of GIS, record drawings, surveys, recent construction and improvements, operating and SCADA records, basin and flow data, 2016 calibration information, minor lift station and force main data, and available asset data.
3. Prepare a data request and data-gap log that identifies information needed from the City, Kimley-Horn, Hazen, and other IIMP participants.
4. Prepare and maintain an assumptions and decisions log documenting the Model rebuild, data sources, basin flow allocation (provided by Kimley-Horn), peaking factors (provided by Kimley-Horn), survey and field-verification needs, limitations, and any assumptions.
5. Prepare a color coded Model-Build Source Exhibit that identifies the source(s) used for modeled assets and key attributes. Source categories shall distinguish, as applicable, GIS data, record drawings or as-builts, survey, recent construction records, operating information, and assumed or inferred information.
6. Identify source and geometry gaps and recommend the locations, information, and priority for survey or field verification. The scope proposal shall identify critical Phase 1 work proposed for the Consultant, work that could be completed by the City, proposed quantities or allowances, and the schedule and fee assumptions for each. Any such work for field data collection shall be completed as time and expense, and shall only be completed where deemed necessary and approved by the City in writing.
7. Model shall generally include gravity sewers (anticipated to be 6” and larger), manholes, minor lift stations, force mains, pumps, wet wells, controls, and associated facilities. Buck Creek Lift Station and its force main shall be excluded.
8. Incorporate existing ADWF, PDWF, PWWF and geographic allocation by basin provided by Kimley-Horn.
9. Use the 2016 calibration parameters, provided by Kimley-Horn, as the basis for peak-flow conditions. No adjustments to peak-flow values shall be made by Consultant for Phase 1 use, unless deemed necessary and approved by the City in writing. Under such a scenario, Consultant shall document the basis and effect of each adjustment, and shall not characterize this work as formal calibration.
10. Evaluate existing ADWF, PDWF, and PWWF scenarios.
11. Evaluate gravity sewers using modeled flow relative to full-flow (100% full pipe) capacity; manholes using surcharge and hydraulic-grade-line results; minor lift stations using modeled flow relative to firm pumping capacity; and force mains using flow, velocity, and available capacity.
12. Identify existing capacity deficiencies, hydraulic constraints, and potential areas of improvements supported by the Phase 1 analysis. Document model validity checks, limitations, assumptions, and overall estimated level of confidence pending formal Phase 2 calibration to be completed within a separate Scope of Work.

Required deliverables

1. Model rebuild and source(s) utilized.
2. Color coded Model Build Source Exhibit and supporting native GIS or map files.
3. Data request and data-gap log.
4. Assumptions and decisions log.

5. Survey and field verification recommendation, including proposed Consultant work, potential City work, quantities or allowances, priorities, and required timing.
6. Completed records and data from approved Phase 1 survey or field verification.
7. Model and all supporting databases, input files, output files, GIS-linkage files, source records, assumptions, and any other files needed for the City to operate the Model.
8. Existing system results for ADWF, PDWF, and PWWF.
9. Existing system percent capacity exhibit and supporting native digital map or GIS files.
10. Model validity, limitations, assumptions, and overall estimated level of confidence summary.

Task 3 – Projected 5-Year Capacity Analysis

The Consultant shall use the Model and the projected 5-year ADWF, PDWF, and PWWF provided by Kimley-Horn to identify collection system improvements needed to serve projected development (areas and level of development provided by Kimley-Horn) during the 5-year planning period.

Required scope elements

1. Utilize the projected 5-year ADWF, PDWF, PWWF and geographic allocation by basin provided by Kimley-Horn.
2. Evaluate the projected 5-year ADWF, PDWF, and PWWF scenarios.
3. Evaluate gravity sewer, manhole, minor lift station, and force main performance using the capacity measures established for the existing system analysis.
4. Identify capacity deficiencies and evaluate the full range of improvements appropriate to the projected 5-year condition, potentially including new interceptors, interceptor upsizing, relief sewers, basin rerouting, minor lift station improvements, and force main improvements.
5. Develop a preliminary 5-year capacity project list using Kimley-Horn's required project format, naming, and assumptions.
6. Coordinate with the City regarding the City's separate TCEQ analysis. Provide supporting model outputs and incorporate City conclusions and recommendations.

Required deliverables

1. Projected 5-year Model results for ADWF, PDWF, and PWWF.
2. Projected 5-year percent capacity and hydraulic results exhibits with supporting native digital map or GIS files.
3. Projected 5-year capacity deficiency list.
4. Projected 5-year capacity project recommendation list.
5. Technical basis, assumptions, limitations, and overall estimated level of confidence summary for each recommendation.

Task 4 - Wastewater Collection Asset Assessment and Risk Scoring

Hazen, as the Asset Management Consultant, is responsible for establishing the program-wide asset-management framework and providing the methods, criteria, protocols, templates, and training needed for the individual domains to assist with collection and evaluation of assets. The Consultant shall only provide observational support for the asset

management planning effort as apart of this scope of work. All work under this task shall be performed as time and expense.

Required scope elements

1. When observed and determined to be necessary provide Hazen with the wastewater collection asset inventory and supporting age, material, condition, failure, maintenance, operational, inspection, and consequence information. Consultant shall not complete a full assessment of the wastewater collection assets but only assist with wastewater collection asset inventory and scoring when encountered as part of the field data collection performed as part of the scope of work for Phase 1 of the Wastewater Collection Domain.
2. Participate in Hazen-led coordination and training on the asset-management framework, assessment methods, scoring criteria, data-collection procedures, templates, quality-control requirements, and required digital formats.
3. Follow Hazen's required collection methods, classifications, templates, and digital formats.
4. When observed and determined necessary assess the wastewater collection assets using Hazen's framework and assign the full set of required scores at the asset or asset group level established by Hazen. At a minimum, the completed results shall include condition, likelihood of failure, consequence of failure, and risk scores, together with the supporting inputs and basis for each score.
5. Document the source, collection method, assumptions, limitations, and confidence associated with the asset data and scores. Perform the required quality-control checks, submit the completed dataset and scoring results to Hazen, and resolve Hazen's review comments.

Required deliverables

1. Wastewater collection asset scores, including condition, likelihood-of-failure, consequence-of-failure, and risk scores, with the supporting inputs and basis for each score.
2. Supporting maps, exhibits, inspection records, photographs, calculations, and other documentation required by Hazen for the completed assessments.

Task 5 - Preliminary Projected 5-Year CIP and OPCs

The Consultant shall utilize the Phase 1 capacity findings to prepare planning-level CIP and OPCs.

Required scope elements

1. Develop planning level CIP for the projected 5-year capacity projects.
2. Develop planning level OPCs for the projected 5-year capacity projects using the format, cost assumptions, contingencies, markups, escalation basis, and other direction provided by Kimley-Horn.
3. Document the basis, principal quantities, unit cost assumptions, exclusions, uncertainty, and estimate class or confidence appropriate to each OPC.
4. Use Kimley-Horn's project naming, data fields, and project list format.
5. Identify dependencies, project overlaps, and potential conflicts among capacity projects and with known City projects.

Required deliverables

1. 5-year capacity CIP project list.
2. Planning level OPCs for the 5-year capacity projects.
3. Supporting quantities, assumptions, and cost basis documentation.

Task 6 - Draft and Final Phase 1 Reporting

The Consultant shall prepare final reporting for Phase 1 including the approach, data, assumptions, analyses, limitations, and decisions used to produce them. Reports shall be prepared in a format that is agreed to and approved by Consultant, Kimley-Horn and the City.

Required scope elements

1. Prepare draft and final Phase 1 Wastewater Collection Domain reports.
2. Incorporate consolidated City and Kimley-Horn review comments into the final deliverables.
3. Provide an electronic comment and response record with the final submittal.

Required deliverables

1. Draft final Phase 1 Wastewater Collection Domain report in a format agreed upon by Consultant, Kimley-Horn, and the City.
2. Final Phase 1 Wastewater Collection Domain report in a format agreed upon by Consultant, Kimley-Horn, and the City.
3. Final native InfoWorks ICM model, GIS, calculations, exhibits, survey or field-verification data, capacity project and OPC files, asset data and scoring files, and supporting files.
4. Final assumptions and decisions log, data-gap log, and comment-response record.

Deliverable Requirements

1. All deliverables shall be provided digitally. Reports shall be provided in a format agreed upon by Consultant, Kimley-Horn, and the City.
2. Models, GIS data, spreadsheets, calculations, OPCs, asset assessment files, databases, figures, maps, survey or field verification records, and logs shall be provided in their native editable digital formats in addition to report-ready outputs.
3. The final report shall document the complete approach used to produce each deliverable, including data sources, assumptions, methods, limitations, confidence, decisions, and recommended follow up.
4. The Consultant shall provide an organized electronic file structure and an index or transmittal identifying the final files and their purpose.
5. Model files, data, analyses, maps, figures, calculations, and other work products developed under the scope shall become City property in accordance with the final agreement.

Phase 1 Schedule

The Consultant shall propose a detailed schedule and coordinate it with Kimley-Horn. At a minimum, the proposed schedule shall support the following City milestones:

Milestone	Required Timing
Task 2 – Existing system analysis and review	End-November 2026
Tasks 3 & 5 - Preliminary 5-Year CIP project list and OPCs	End-January 2027
Task 6 - Draft final Phase 1 deliverables	End-March 2027
Task 6 - Final Phase 1 deliverables	End-April 2027

The scope proposal shall identify interim review points, required City and Kimley-Horn decisions, data dependencies, critical path items, and the date by which each input is needed to maintain these milestones.

Phase 1 Compensation

Consultant shall perform the services in Tasks 1-6 according to the fee schedule shown below. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Task	Description	Total Fee	Fee Type
1	Project Management and Coordination	$35,000	Lump Sum
2	Model Rebuild and Existing System Analysis	$200,000	Lump Sum
	Survey and Field Verification	$50,000	Time and Expense
3	Projected 5-Year Capacity Analysis	$100,000	Lump Sum
4	Wastewater Collection Asset Assessment and Risk Scoring	$25,000	Time and Expense
5	Preliminary Projected 5-Year Capacity CIP and OPCs	$50,000	Lump Sum
6	Draft and Final Phase 1 Reporting	$50,000	Lump Sum
	Total	$510,000	

Services Deferred to Phase 2

1. Formal dry-weather and wet-weather model calibration.
2. Formal flow monitoring and calibration specific field investigation, including rain gauge deployment, manhole surcharge monitoring, lift station drawdown testing, pump curve development, and CCTV review. This exclusion does not apply to City approved survey or field verification specifically included in Phase 1 to establish or correct model geometry and source information.
3. Inflow and infiltration and hydrogen sulfide assessment.

4. SCADA and controls review, operational optimization, control concept development, programming, or implementation.
5. Future service area analysis beyond the 5-year planning period.
6. 10-, 20-, or 30-year hydraulic capacity analysis and long range CIP development.
7. Development of wastewater flow projections by the Consultant. Kimley-Horn will provide existing and 5-year average flows and geographic allocation by basin.
8. Asset management program development or a 5-year asset project list by the Consultant.
9. City staff model training.

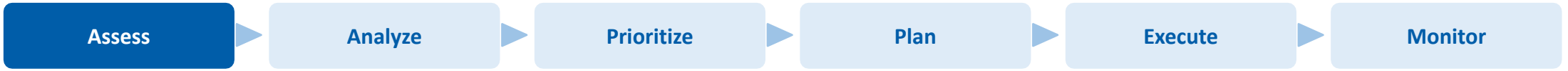
Approve the Professional Services Contract for the Integrated Infrastructure Management Plan – Wastewater Collection Domain Phase 1

CITY OF ABILENE TEXAS

IIMP – Wastewater Collection Phase 1 Overview

The IIMP is a living, integrated planning framework.

- Moves utility planning away from periodic, siloed master plan snapshots.
- Uses one shared data environment, common assumptions, and a consistent prioritization framework.
- Coordinates master planning, asset management, capital planning, and rate planning into one continuous cycle.
- Water treatment, water distribution, wastewater collection, and wastewater treatment all feed into the same IIMP framework.



One continuous cycle using shared data and current assumptions.

CITY OF ABILENE TEXAS

How the Program Is Organized

The Program Manager is the integrating hub. Domain consultants evaluate each utility area; asset management cuts across all domains.

Water Treatment

Water Distribution

Program Management

Wastewater Collection

Wastewater Treatment

Asset Management serves all four domains

CITY OF ABILENE TEXAS

Wastewater Collection Domain – Phase 1

Taylor Engineering, LLC has been selected as the Wastewater Collection domain consultant for the IIMP.

- Contract Amount: $510,000.00
- Funding: Water Utilities Capital Improvement Program (CIP)
- Focus: wastewater collection system model development, existing system analysis, and five-year collection capacity planning
- Evaluates gravity sewers, manholes, minor lift stations, force mains, pumps, wet wells, controls, and associated facilities
- The results will support the City's five-year CIP, rate planning, and long-term wastewater collection investment strategy.

This contract is one domain-specific piece of the larger IIMP program.

CITY OF ABILENE TEXAS

Wastewater Collection Phase 1 – Scope

Project Scope

- Project Management, Coordination, and Data Review
- Model rebuild and existing system analysis
- Five-Year Capacity Analysis
- Preliminary Five-Year CIP and OPCCs

Phase 1 is limited to near-term planning need.

CITY OF ABILENE TEXAS

What This Work Answers

Where is capacity limited?	Existing and projected five-year ADWF, PDWF, and PWWF collection system analysis.
Can the system serve near-term growth?	Model results for gravity sewer, manhole, minor lift station, and force main performance.
What must be fixed first?	Preliminary five-year capacity CIP with project triggers, priorities, and dependencies.
What will it cost?	Planning-level opinions of probable cost for recommended capacity projects.
How does it fit the full IIMP?	Coordination with the Program Manager, Asset Manager, Water Distribution consultant, and shared IIMP data standards.

CITY OF ABILENE TEXAS

Approve the Professional Services Contract for the Integrated Infrastructure Management Plan – Wastewater Collection Domain Phase 1

QUESTIONS?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
8/27/2026

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

ITEM: **11. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Jacob & Martin, LLC for the Integrated Infrastructure Management Plan – Water Distribution Domain Phase 1 *(Jeremiah Bihl)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Jacob & Martin, LLC for the Integrated Infrastructure Management Plan (IIMP) – Water Distribution Domain Phase 1 in the amount of $290,000.00.

The Water Distribution Domain is one of the four utility domains included in the City's IIMP. Phase 1 will update the City's existing InfoWater Pro hydraulic model, evaluate existing and projected five-year system capacity, and develop preliminary water distribution capacity projects and planning-level opinions of probable cost for later integration into the overall IIMP.

The Phase 1 work will incorporate recent system improvements, current system information, updated demand projections, high service and booster pump stations, storage tanks, system controls, and distribution lines. The analysis will evaluate existing and projected five-year average day, maximum day, and peak hour demand conditions provided through the IIMP program.

- Project management and coordination with the IIMP Program Manager and Asset Management Consultant
- Existing model assessment, update, and preliminary system analysis
- Projected five-year capacity analysis using IIMP demand projections
- Limited water distribution asset assessment and risk scoring support, when observed during Phase 1 work
- Preliminary five-year capacity Capital Improvement Plan (CIP) and planning-level opinions of probable cost
- Draft and final Phase 1 Water Distribution Domain report and native model/GIS files

The work will provide the City with updated water distribution planning information to support the five-year CIP, rate planning, and the broader IIMP.

FUNDING/FISCAL IMPACT

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

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council approve the Professional Services Contract with Jacob & Martin, LLC for the Integrated Infrastructure Management Plan – Water Distribution Domain Phase 1 in the amount of $290,000.00.

ATTACHMENTS:

1. 2 - WrittenResolution - IIMP Water Distr Domain - JM
2. 3 - Presentation - IIMP Water Distr Domain - JM
3. JM - IIMP Water Distribution Domain - Phase 1 - Signed

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH JACOB & MARTIN, LLC FOR THE INTEGRATED INFRASTRUCTURE MANAGEMENT PLAN – WATER DISTRIBUTION DOMAIN PHASE 1.

WHEREAS, the City of Abilene (City) owns and operates a public water distribution system and is responsible for the long-term planning, operation, renewal, and replacement of those infrastructure assets; and

WHEREAS, the City has undertaken an Integrated Infrastructure Management Plan (IIMP) to establish a living, coordinated planning framework across its water and wastewater utility systems; and

WHEREAS, the City desires to implement Phase 1 of the Water Distribution Domain to update the existing water distribution hydraulic model, evaluate existing and projected five-year system capacity, and develop preliminary five-year water distribution capacity projects and planning-level cost estimates; and

WHEREAS, the City selected Jacob & Martin, LLC to provide professional engineering services for the Integrated Infrastructure Management Plan – Water Distribution Domain Phase 1; and

WHEREAS, the total contract amount for these services is $290,000.00 and will be funded from the Water Utilities Capital Improvement Program (CIP);

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

That the City Manager is authorized to execute a Professional Services Contract with Jacob & Martin, LLC for the Integrated Infrastructure Management Plan – Water Distribution Domain Phase 1 in the amount of $290,000.00.

ADOPTED this 27th day of August, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

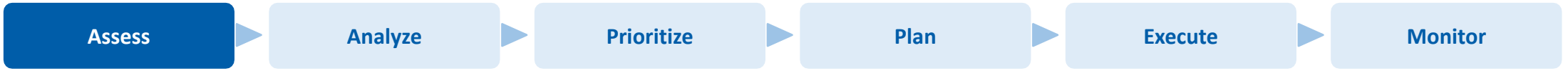
Approve the Professional Services Contract for the Integrated Infrastructure Management Plan - Water Distribution Domain Phase I

CITY OF ABILENE TEXAS

IIMP – Water Distribution Phase 1 Overview

The IIMP is a living, integrated planning framework.

- Moves utility planning away from periodic, siloed master plan snapshots.
- Uses one shared data environment, common assumptions, and a consistent prioritization framework.
- Coordinates master planning, asset management, capital planning, and rate planning into one continuous cycle.
- Water treatment, water distribution, wastewater collection, and wastewater treatment all feed into the same IIMP framework.



One continuous cycle using shared data and current assumptions.

CITY OF ABILENE TEXAS

How the Program Is Organized

The Program Manager is the integrating hub. Domain consultants evaluate each utility area; asset management cuts across all domains.

Water Treatment

Water Distribution

Program Management

Wastewater Collection

Wastewater Treatment

Asset Management serves all four domains

CITY OF ABILENE TEXAS

Water Treatment Domain – Phase 1

Jacob & Martin, LLC has been selected as the Water Distribution domain consultant for the IIMP.

- Contract Amount: $290,000.00
- Funding: Water Utilities Capital Improvement Program (CIP)
- Focus: existing InfoWater Pro model update, current system analysis, and five-year water distribution capacity planning
- Evaluates high service and booster pump stations, storage tanks, system controls, and distribution lines
- The results will support the City's five-year CIP, five-year rate planning, and long-term water treatment investment strategy.

This contract is one domain-specific piece of the larger IIMP program.

CITY OF ABILENE TEXAS

Water Treatment Phase 1 – Scope

Project Scope

- Project Management, Coordination, and Data Review
- Existing model assessment, update, and system analysis
- Five-Year Capacity Analysis
- Preliminary Five-Year CIP and OPCCs

Phase 1 is limited to near-term planning needs

CITY OF ABILENE TEXAS

What This Work Answers

What is constrained?	Model-based review of pressure, capacity, pumping, storage, and operational limits.
Can the system serve near-term growth?	Existing and projected five-year ADD, MDD, and peak-hour system analysis.
What must be fixed first?	Preliminary five-year capacity CIP with project triggers, priorities, and dependencies.
What will it cost?	Planning-level opinions of probable cost for recommended capacity projects.
How does it fit the full IIMP?	Coordination with the Program Manager, Asset Manager, Water Distribution consultant, and shared IIMP data standards.

CITY OF ABILENE TEXAS

Approve the Professional Services Contract for the Integrated Infrastructure Management Plan - Water Distribution Domain Phase I

QUESTIONS?

CITY OF ABILENE TEXAS

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This Contract, dated the 27th day of August, 2026, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Jacob and Martin, LLC., a limited liability corporation. organized under the laws of the State of Texas. ("Professional").

The City is engaged in IIMP Water Distribution Domain - Phase 1 and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified engineer properly licensed to practice in the State of Texas. Professional desires to render professional services to the City on the terms and conditions provided in this Contract.

The Professional must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

THEREFORE, the City engages the services of the Professional. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERMS

In consideration of the compensation stated in paragraph II, the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by a mutually agreed upon date.

II. FEE

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

III. FACILITIES

The Professional will furnish all facilities and equipment that may be necessary to perform services required under this Contract.

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

This Contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent which are not contained in this Contract are of no effect. This Contract may not be amended or modified except by both parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material which Professional prepares or acquires in performing this Contract, including any duplicate copies kept by Professional. The Professional may not disclose to any person or entity any information regarding the City's activities. The City may, however, specifically authorize a limited disclosure at its discretion.

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

(iv) all other costs and expenses of litigation.

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

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

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

B. Indemnity

The Professional shall indemnify, hold harmless and defend the City against liability for damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Professional or the Professional's employees, or another entity over which the Professional exercises control.

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this Contract is made.

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
___1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
___2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_4.	Professional Liability	$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	
___6.	No Insurance Required	

XI. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:
Matthew Dane, PE, Director of Water Utilities
PO Box 60
Abilene, TX 79604-0060

Professional – ATTN:
Kirt Harle, PE, Senior President
3465 Curry Lane
Abilene, TX 79606

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids for this Contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion, or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas

Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

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

with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Name:

Title:

ATTEST:

_____
City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By:

Name: Kirt Harle, P.E.

Title: Principal

Address: 3465 Curry Lane, Abilene, TX 79606

Phone Number: 325-695-1070

Federal Tax ID#: 75-1285782

ATTEST: (if corporation)

_____
Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

See attached Scope of Work, Phase and Compensation Schedule.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 _X_

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $per time and expense, per hour, or per the attached schedule, not to exceed $25,000.00.

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

OPTION 2 _X_

Payment is in a lump sum amount of $265,000.00 upon completion of the work and written acceptance by the City.

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

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

OPTION 3 ___

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

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) _X_

All documents and materials prepared by Professional under the terms of this Contract are the City's property from the time of preparation, and Professional must deliver the documents and materials to the City or make them available for inspection whenever requested. Professional has the right to make duplicate copies of such documents or materials for its own file or for other such purposes as the City authorizes in writing.

(Option 2) ___

All documents and materials prepared by the Professional remain the property of the Professional; however, Professional must furnish City, at no additional cost, one set of reproducible mylars of the original drawings of the work and/or one copy of all documents prepared by the Professional pursuant to this Agreement.

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

, PHASE 1 SCOPE OF WORK

Phase 1 Objectives

1. Utilize existing InfoWater Pro model to evaluate water distribution system and develop Phase 1 planning level projects and opinions of probable cost (OPCs).
2. Incorporate into the model recent improvements, current system information, updated existing demands, high service and booster pump stations, storage tanks, system controls, and distribution lines.
3. Evaluate existing and projected 5-year system capacity using updated existing average day demands (ADD), maximum day demands (MDD), peak hour demands (PHD) and 5-year demand projections and allocation (all demands shall be provided by Kimley-Horn).
4. Provide a preliminary evaluation of fire flow, water age, tank cycling, pump operation, pressure, velocity, and available capacity conditions, recognizing that these results must be revisited after Phase 2 calibration.
5. Develop separate capacity and asset-based 5-year recommendations and planning level OPCs for later integration and prioritization by the City and Kimley-Horn.

Required Scope Components

Task 1 - Project Management and Coordination

The Consultant shall define the management and coordination effort needed to complete Phase 1 within the required milestones.

Required scope elements

1. Coordinate scope interfaces, data formats, project naming, CIP inputs, and milestone reviews with Kimley-Horn.
2. Propose the number, purpose, timing, participants, and format of meetings and workshops needed for the work. Meeting quantities shall be coordinated with Kimley-Horn and included in the Consultant's fee.

Required deliverables

1. Phase 1 work plan and schedule.
2. Meeting and workshop plan.

Task 2 - Existing Model Assessment, Update, and System Analysis

The Consultant shall assess the current model and recommend the most appropriate approach to update the existing model to produce a reliable Phase 1 planning model. The final scope shall clearly describe the proposed update process, data sources, and quality checks.

Required scope elements

1. Review the existing model's structure, completeness, available documentation, GIS linkage, recent reconstruction and improvements, operating records, SCADA data, demand allocation, pressure zones, facilities, controls, known limitations, and suitability for Phase 1 analysis.

2. Prepare a data request and data-gap log that identifies information needed from the City, Kimley-Horn, Hazen, and other IIMP participants.
3. Prepare and maintain an assumptions and decisions log covering model configuration, demand inputs, system boundaries, model limitations, and any assumptions.
4. Update the existing water model and document the basis, data sources, and assumptions for the update.
5. Incorporate recent improvements and construction and reconcile the modeled network with current City approved information.
6. The completed model for Phase 1 analysis shall include all high service and booster pump stations, storage tanks, associated controls, and distribution lines (generally 8-Inch and larger).
7. Utilize updated existing ADD, MDD, and PHD demands (provided by Kimley-Horn) and run those scenarios as the primary Phase 1 existing system analyses.
8. Perform a preliminary evaluation of fire flow, water age, tank cycling, pump operation, pressure, velocity, and available capacity conditions. Clearly label these results as preliminary pending Phase 2 calibration.
9. Perform reasonable model validity checks using available City data, operational protocols, and SCADA information. The Consultant shall propose the checks needed to support Phase 1 use of the model, document comparisons and limitations, and avoid describing this effort as formal calibration.
10. Identify existing deficiencies, operational constraints, and candidate improvements supported by the Phase 1 analysis.

Required deliverables

1. Model assessment and update recommendations.
2. Data request log and data-gap log.
3. Assumptions and decisions log.
4. Updated native InfoWater Pro model and all supporting input/output databases, GIS-linkage, and assumptions files.
5. Preliminary existing system results for ADD, MDD, and PHD demands and the additional preliminary evaluations listed above.
6. Exhibits and supporting digital maps/GIS files for existing system model results.
7. Model validity, limitations, and overall estimated level of confidence summary.

Task 3 – Projected 5-Year Capacity Analysis

The Consultant shall use the updated model and the projected 5-year demands provided by Kimley-Horn to identify infrastructure needed to serve projected development (areas and level of development provided by Kimley-Horn) during the 5-year planning period.

Required scope elements

1. Utilize the projected 5-year ADD, MDD, and PHD and geographic demand allocation provided by Kimley-Horn.
2. Run 5-year ADD, MDD, and PHD scenarios as the primary 5-year capacity analyses.
3. Perform a preliminary 5-year evaluation of fire flow, water age, tank cycling, pump operation, pressure, velocity, and available capacity. These results shall be updated after formal Phase 2 model calibration.

4. Evaluate the performance and interaction of high service and booster pump stations, storage tanks, controls, transmission facilities, and distribution lines.
5. Identify capacity deficiencies, operational constraints, and new or modified infrastructure needed to serve the projected 5-year development condition.
6. Develop a preliminary 5-year capacity project list using Kimley-Horn's required format and assumptions.
7. Coordinate with the City regarding the City's separate TCEQ capacity analysis for pumping and storage and the City's Alternative Capacity Requirement (ACR). The Consultant shall provide supporting model outputs and incorporate City conclusions and recommendations.

Required deliverables

1. Projected 5-year model results for ADD, MDD, and PHD and the additional preliminary evaluations listed above.
2. Exhibits and supporting digital map/GIS files for the projected 5-year model results.
3. 5-year capacity deficiency and project recommendation list.
4. Technical basis, assumptions, limitations, and overall estimated level of confidence summary for each recommendation.

Task 4 - Water Distribution Asset Assessment and Risk Scoring

Hazen, as the Asset Management Consultant, is responsible for establishing the program-wide asset-management framework and providing the methods, criteria, protocols, templates, and training needed for the individual domains to assist with collection and evaluation of assets. The Consultant shall only provide observational support for the asset management planning effort as part of this scope of work and will not conduct a system wide water distribution asset inventory. All work under this task shall be performed as time and expense.

Required scope elements

1. When observed and determined to be necessary provide Hazen with the water distribution asset inventory and supporting age, material, condition, failure, maintenance, operational, inspection, and consequence information. Consultant shall not complete a full assessment of the water distribution assets but only assist with water distribution asset inventory and scoring when encountered as part of the field data collection performed as part of the scope of work for Phase 1 of the Water Distribution Domain.
2. Participate in Hazen led coordination and training on the asset management framework, assessment methods, scoring criteria, data collection procedures, templates, quality control requirements, and required digital formats.
3. Follow Hazen's required collection methods, classifications, templates, and digital formats.
4. When observed and determined necessary assess the water distribution assets using Hazen's framework and assign the full set of required scores at the asset or asset group level established by Hazen. At a minimum, the completed results shall include condition, likelihood of failure, consequence of failure, and risk scores, together with the supporting inputs and basis for each score.
5. Document the source, collection method, assumptions, limitations, and confidence associated with the asset data and scores. Perform the required quality control checks, submit the completed dataset and scoring results to Hazen, and resolve Hazen's review comments.

Required deliverables

1. Water distribution asset scores including condition, likelihood of failure, consequence of failure, and risk scores, with the supporting inputs and basis for each score.
2. Supporting maps, exhibits, inspection records, photographs, calculations, and other documentation required by Hazen for the completed assessments.

Task 5 - Preliminary Projected 5-Year CIP and OPCs

The Consultant shall utilize the Phase 1 capacity findings to prepare 5-year planning level CIP projects and OPCs.

Required scope elements

1. Develop planning level CIP for the projected 5-year capacity projects.
2. Develop planning level OPCs for the projected 5-year capacity projects using the format, cost assumptions, contingencies, markups, escalation basis, and other direction provided by Kimley-Horn.
3. Document the basis, principal quantities, unit cost assumptions, exclusions, uncertainty, and estimate class or confidence appropriate to each OPC.
4. Use Kimley-Horn's project naming, data fields, and project list format.
5. Identify dependencies, project overlaps, and potential conflicts between capacity projects.

Required deliverables

1. 5-year capacity CIP project list.
2. Planning level OPCs for 5-year capacity project list.
3. Supporting quantities, assumptions, and cost basis documentation.

Task 6 - Draft and Final Phase 1 Reporting

The Consultant shall prepare final reporting for phase 1 including the approach, data, assumptions, analyses, limitations, and decisions used to produce them. Reports shall be prepared in a format that is agreed to and approved by Consultant, Kimley-Horn and the City.

Required scope elements

1. Prepare draft and final phase 1 Water Distribution Domain reports.
2. Incorporate consolidated City and Kimley-Horn review comments into the final deliverables.
3. Provide an electronic comment and response record with the final submittal.

Required deliverables

1. Draft final Phase 1 Water Distribution Domain report in a format agreed to by Consultant, Kimley-Horn, and the City.
2. Final Phase 1 Water Distribution Domain report in a format agreed to by Consultant, Kimley-Horn, and the City.
3. Final native model, GIS shapefiles, spreadsheet, OPC files, asset data and scoring files, and supporting files.
4. Final assumptions and decisions log, data-gap log, and comment and response record.

Deliverable Requirements

1. All deliverables shall be provided digitally. Reports shall be provided in a format agreed to by Consultant Kimley-Horn, and the City.
2. Models, GIS data, spreadsheets, calculations, OPCs, asset analysis files, databases, figures, maps, and logs shall be provided in their native editable digital formats in addition to report ready outputs.
3. The final report shall document the complete approach used to produce each deliverable, including data sources, assumptions, methods, limitations, confidence, decisions, and recommended follow up.
4. The Consultant shall provide an organized electronic file structure and an index or transmittal identifying the final files and their purpose.
5. All model files, data, analyses, maps, figures, calculations, and other work products developed under the scope shall become City property in accordance with the final agreement.

Phase 1 Schedule

The Consultant shall propose a detailed schedule and coordinate it with Kimley-Horn. At a minimum, the proposed schedule shall support the following City milestones:

Milestone	Required Timing
Task 2 – Existing system analysis and review	End-November 2026
Tasks 3 & 5 - Preliminary 5-Year CIP project list and OPCs	End-January 2027
Task 6 - Draft final Phase 1 deliverables	End-March 2027
Task 6 - Final Phase 1 deliverables	End-April 2027

The scope proposal shall identify interim review points, required City and Kimley-Horn decisions, data dependencies, critical-path items, and the date by which each input is needed to maintain these milestones.

Phase 1 Compensation

Consultant shall perform the services in Tasks 1-6 according to the fee schedule shown below. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Task	Description	Total Fee	Fee Type
1	Project Management and Coordination	$35,000	Lump Sum
2	Existing Model Assessment, Update, and System Analyses	$85,000	Lump Sum
3	Projected 5-Year Capacity Analysis	$45,000	Lump Sum
4	Water Distribution Asset Assessment and Risk Scoring	$25,000	Time and Expense
5	Preliminary Projected 5-Year Capacity CIP and OPCs	$50,000	Lump Sum
6	Draft and Final Phase 1 Reporting	$50,000	Lump Sum
	Total	$290,000	

Services Deferred to Phase 2 or Later

1. Formal hydraulic model calibration and model rebuild if determined to be necessary by Consultant, Kimley-Horn and the City.
2. Field testing for calibration, including new pressure testing, fire flow testing, pump testing, or other calibration specific data collection, unless separately authorized.
3. Final calibrated pump curves, control validation, and calibration reporting.
4. 10-, 20-, or 30-year hydraulic capacity analysis and long range CIP development.

5. SCADA automation or operational optimization analysis, control concept development, programming, or implementation.
6. Water loss analysis, ASTERRA coordination, and district metered area recommendations.
7. City staff model training.

CITY COUNCIL MEMORANDUM
8/27/2026

TO: **Emily Crawford, City Manager**
FROM: **Cande Flores, Fire Chief**

ITEM: **12. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the City Manager to Execute a Change Order to the Contract Between Siddons Martin Emergency Group, LLC and the Abilene Fire Department, for the Purchase of Four (4) Pierce Custom-Built Fire Apparatus (*Cande Flores)***

GENERAL INFORMATION

The Fire Apparatus Replacement Plan Includes AFD fleet replacements through the year 2052. This plan calls for the purchase of three (3) fire engines in 2025. The addition of Fire Station 9 requires the purchase of one (1) additional fire engine. This replacement plan complies with recommendations in NFPA Standard 1901 and supports the Class 1 Public Protection Classification (PPC) by the Insurance Service Office (ISO).

This purchase is for four (4) custom-built Pierce fire pumpers, not including additional equipment. The purchase is made through the Siddons-Martin Emergency Group.

The original total price for the four (4) fire engines was $3,230,878.45. During the pre-build process, the Abilene Fire Department determined the need for changes to each fire engine. The total for these changes was $168,252.36.

This amount was approved by City Council in 2025. During the final acceptance review, the Abilene Fire Department made some adjustments that required additional funding. These adjustments resulted in the need to increase the final payment by $15,414.88.

FUNDING/FISCAL IMPACT

Funding for this purchase is available through the Fire Apparatus Replacement Fund.

The total amount of the previous change order is $168,252.36, added to the additional charges of $15,414.88 equals a new total of $183,667.24.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval of the Resolution to authorize the City Manager to execute a change order to the contract between the Siddons Martin Emergency Group, LLC and the Abilene Fire Department, for the purchase of four (4) Pierce custom-built fire apparatus.

ATTACHMENTS:

1. Resolution-Fire Engines Change Order
2. Abilene 40120 01-03 SM INV R 2026-07-15

3. Abilene 40121 SM INV R 2026-07-15
4. Pierce Final Payment PPT

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER TO THE CONTRACT BETWEEN SIDDONS MARTIN EMERGENCY GROUP, LLC AND THE ABILENE FIRE DEPARTMENT, FOR THE PURCHASE OF FOUR (4) PIERCE CUSTOM FIRE PUMPERS.

WHEREAS, the Fire Apparatus Replacement Plan includes AFD fleet replacements through the year 2052. This plan called for the purchase of three (3) fire engines in 2025. The addition of Fire Station 9 will require the purchase of one (1) fire engine. This replacement plan was created to comply with recommendations outlined in NFPA Standard 1901 and to support the Class 1 Public Protection Classification (PPC) by the Insurance Service Office (ISO).

WHEREAS, this purchase is for four (4) custom built Pierce Enforcer Fire Pumpers, not including additional equipment and tools. The purchase will be made through the Siddons-Martin Emergency Group. The original total price for these fire engines is $3,230,878.45.

WHEREAS, during the final inspection process, the Abilene Fire Department requested changes to the original specifications which resulted in an increase in the total price. The change order increase of $15,414.88 will be added to the total price of the fire engines, along with the change order figure that was accepted through City Council in 2025.

WHEREAS, the purchase will be made using HGAC. This option confirms best pricing.

WHEREAS, funding for these fire engines is available through the Fire Apparatus Replacement Fund. $1,419,020.08 of the purchase price was paid upon initiation of this contract and the remaining balance of $1,811,858.37 plus the change order balance of $168,252.36 that was approved in 2025, plus the current change order total of $15,414.88 will be paid upon receipt of the finished products.

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

Part 1: The City Manager is hereby authorized to execute a change order to the contract between Siddons Martin Emergency Group, LLC and the Abilene Fire Department, for the purchase of four (4) Pierce-Custom Enforcer Fire Pumpers.

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

ADOPTED and approved by the City Council on the 27th of August, 2026.

ATTEST:

_____
Shawna Atkinson
City Secretary

_____
Weldon Hurt
Mayor

APPROVED:

_____
Stanley Smith
City Attorney

Siddons-Martin Emergency Group, LLC

INVOICE

1506 Interstate 35 W
Denton, TX 76207-2402
Phone#: 1-800-784-6806
Dealer License#: P115891

INVOICE #: 40120
DATE: 7/1/2026
PO#: 41748
SALESMAN: John Brunet

BILL TO:
City of Abilene
555 Walnut St
Abilene, TX 79601

Qty	Description		Per Unit		Total
1	Pierce Enforcer Pumper 40120-01	$	801,071.70	$	801,071.70
	4P1BAAGF0TA029638				
1	Pierce Enforcer Pumper 40120-02	$	801,071.70	$	801,071.70
	4P1BAAGF2TA029639				
1	Pierce Enforcer Pumper 40120-03	$	801,071.70	$	801,071.70
	4P1BAAGF9TA029640			$	-
3	Change Order	$	1,525.93	$	4,577.79
3	Change Order	$	43,131.05	$	129,393.15
1	Prepayment Received	$	(1,061,241.87)	$	(1,061,241.87)
	Total Amount Due:			$	1,475,944.17

Payment Mailing Address:
UPS/Fed Ex/USPS
1362 E. Richey Road
Houston, TX 77073

Payment Wiring Information:
PNC Bank
Pittsburg, PA 15219
Account# 1069899004
Routing# 043000096
Fed Tax ID# 27-4333590

Siddons-Martin Emergency Group, LLC

INVOICE

1506 Interstate 35 W
Denton, TX 76207-2402
Phone#: 1-800-784-6806
Dealer License#: P115891

INVOICE #: 40121
DATE: 7/15/2026
PO#: 41748
SALESMAN: John Brunet

BILL TO:
City of Abilene
555 Walnut St
Abilene, TX 79601

Qty	Description		Per Unit		Total
1	Pierce Enforcer Pumper 40121	$	827,663.34	$	827,663.34
	4P1BAAGF1TA029616			$	-
1	Change Order	$	2,837.09	$	2,837.09
1	Change Order	$	46,859.21	$	46,859.21
1	Prepayment Received	$	(357,778.21)	$	(357,778.21)
	Total Amount Due:			$	519,581.43

Payment Mailing Address:
UPS/Fed Ex/USPS
1362 E. Richey Road
Houston, TX 77073

Payment Wiring Information:
PNC Bank
Pittsburg, PA 15219
Account# 1069899004
Routing# 043000096
Fed Tax ID# 27-4333590

AFD Apparatus Purchase Final Payment

August 2026

CITY OF ABILENE TEXAS

ORIGINAL PURCHASE

- Pierce-Custom Enforcer Pumper (Fire Engine)
  - 3 Fire Engines priced at $827,859.00 each
    - Replaces currents Engines 1 & 4
    - Additional Fire Engine for Station 9
    - 1 Fire Engine priced at $854,859.00
    - Replaces current Engine 6
    - Contains additional storage compartments
    - Additional storage for technical rescue equipment
- 2022 PURCHASE
  - All 4 Engines were ordered in 2022
  - Locked in 2022 pricing
  - Anticipated an extended build time

CITY OF ABILENE TEXAS

CHANGE ORDER

- Pierce Pre-Build Process
  - AFD members to Appleton, WI to finalize specifications to all four apparatus
  - Upon review, it was determined that AFD desired changes to the original specifications
    - Larger cab to accommodate additional storage space
    - Additional cabinets to house EMS equipment introduced since 2022
    - Upgraded cab insulation to compensate for West Texas heat
      - Needed for both occupants and medication that must remain temperature controlled
    - Addition of a pre-plumbed hose reel for trash fires and car fires.
- Total Cost of Change Orders
  - $168,252.36
  - Paid upon final receipt of the product

CITY OF ABILENE TEXAS

FINAL INSPECTION AND ACCEPTANCE

- Pierce Acceptance Process
  - AFD members to Appleton, WI for final inspection and acceptance
  - AFD desired additional changes during this process
    - Added safety mechanisms to the hose bay covers
    - Additional shelving in cabinets
    - Changed out seat risers to an alternate height
    - Added storage components to side compartments
- Total Cost of Additions
  - $15,414.88
  - Due with final payment

CITY OF ABILENE TEXAS

FUNDING IMPACT

- HGAC Pricing
  - Guaranteed Best Pricing

- Funding will come from the AFD Fire Apparatus Fund
  - $1,419,020.08 paid upon signing of the contract
  - $1,811,858.37 + $168,252.36 + $15,414.88 = Final Payment

Total Final Payment: $1,995.525.61

CITY OF ABILENE TEXAS

END

QUESTIONS?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
8/27/2026

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

ITEM: **13. Ordinance (First Reading) HOZ-2026-02: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Apply Historic Overlay Zoning To Approximately 0.139 Acres Zoned General Commercial (GC). Located at 1902 North 1st Street. *(Tim Littlejohn)***

GENERAL INFORMATION

The request is to add Historic Overlay (HO) zoning to a property located along N. 1st Street. Mr. Jimmy Tittle was the architect who designed the building for Philpott Florist in 1955 and is known for work around Abilene and buildings at area colleges.

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. staff report
3. Historic Pictures
4. Presentation

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; 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 27th 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 6th 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 10th day of September, 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 10th day of September, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Add Historic Overlay (HO) to the following described land:

Legal Description being as follows:

BEGINNING AT A 3/8" REBAR SET AT THE SOUTHEAST CORNER OF SAID LOT 1 AT THE INTERSECTION OF THE NORTH BOUNDARY LINE OF NORTH 1ST STREET AND THE WEST BOUNDARY LINE OF CLINTON STREET FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N 84°31'58"W 60.67 FEET ALONG THE NORTH BOUNDARY LINE OF SAID NORTH 1ST STREET AND THE SOUTH BOUNDARY LINE OF SAID LOT 1 TO A POINT FOR THE SOUTHWEST CORNER OF THIS TRACT, FROM WHENCE AN EXISTING 5/8" REBAR BEARS N 60°38'35"E 0.26 FEET, AN EXISTING ½" REBAR BEARS S87°48'13"E 1.18 FEET AND AN EXISTING ½" REBAR BEARS S80°42'29"E 0.68 FEET;

THENCE N5°28'02"E 100 FEET OVER AND ACROSS SAID LOTS 1 AND 2 TO A 3/8" REBAR WITH GEOTEX CAP SET ON THE NORTH BOUNDARY LINE OF SAID LOT 2 AT THE NORTHWEST CORNER OF THIS TRACT, FROM WHENCE A 3/8" REBAR WITH GEOTEX CAP SET AT THE NORTHWEST CORNER OS SAID LOT 2 BEARS N84°31'58"W 79.33 FEET;

THENCE S84°31'58"E 60.67 FEET ALONG THE NORTH BOUNDARY LINE OF SAID LOT 2 TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT AT THE NORTHEAST CORNER OF SAID LOT 2 AND THE WEST BOUNDARY LINE OF SAID CLINTON STREET, FROM WHENCE A 3/8" REBAR FOUND AT THE NORTHEAST CORNER OF LOT 4, BLOCK 2, CRAFT'S SUBDIVISION BEARS N5°28'02"E 100.0 FEET;

THENCE S5°28'02"W 100.0 FEET ALONG THE WEST BOUNDARY LINE OF SAID CLINTON STREET AND THE EAST BOUNDARY LINE OF SAID LOTS 1 AND 2 TO THE PLACE OF BEGINNING AND CONTAINING 0.139 ACRES OF LAND.

Located at 1902 N 1st Street.

ORDINANCE NO. _____



END

HOZ-2026-02
STAFF REPORT

Scheduled Hearing(s)
Landmarks Commission: July 28, 2026
Planning & Zoning Commission: August 4, 2026
City Council 1st Read: August 27, 2026
City Council 2nd Read: September 10, 2026

Applicant
Owner: Jonathan Crisp

Case Manager
Kera Valois, Planner

Request
Add Historic Overlay zoning to a property located along N 1st Street.

Location
The subject property is located at 1902 N 1st Street.

Property Zoning
The current zoning for this property is General Commercial (GC).

Background
Philpott Florist was originally opened in 1920 at 241 Sayles by Mr. and Mrs. W. A. Philpott. They operated the business until 1923, when they sold it to their daughter (Ruth) and son-in-law, Mr. and Mrs. W. E. Lovelady who operated the business for 22 years. In 1945 Mrs. Lovelady sold Philpott Florist to her cousin Miss Harriett Lovelady.
Miss Harriett Lovelady hired her friend Mr. Jimmy Tittle, an architect not long out of Texas A&M University, to design the building that still stands at 1902 N 1st Street. In 1955, Philpott Florist relocated from its original location on Sayles Boulevard to its new home at 1902 N 1st Street, where it continues to serve the Abilene community.
Mr. Ray Maddox purchased Philpott Florist from Miss Harriett Lovelady in 1973. He owned and operated the business for nearly five decades, serving the Abilene community until 2022 when he sold the property to Mr. Ethan Stewart-Duke.
In 2025, Mr. Jon Crisp became the owner of Philpott Florist, continuing a proud tradition of talented florists who have served the Abilene community for more than a century.

Criteria Assessment
According to Section 2.3.4.4 (c) Criteria for Designation. Historic Overlay Districts shall be established only if principal districts, conservation districts, areas, sites, structures, buildings, properties, or objects within the boundaries of a proposed zone exhibit any one or more of the following characteristics:

1. **Possesses significance with respect to history, culture, architecture, archeology, paleontology, or as a natural site with a demonstrable cultural association.**
   None available.
2. **Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, national, or international history.**
   This property has been Philpott Florist since it was built in 1955.
3. **Embodies characteristics distinct to a type, period, or method of construction or architecture.**
   None available.

4. **Is associated with the lives of persons significant in local, regional, state, national, or international history.**
   Mr. Jimmy Tittle was the architect who designed the building for Philpott Florist in 1955 and is know for work around Abilene and buildings at area colleges.
5. **Represents a distinctive and familiar visual feature of a neighborhood or of the city.**
   None available.
6. **Represents the works of a master designer, architect, builder, or craftsman.**
   None available.

Planning & Zoning Recommendation

P&Z recommends **approval.**

Attachments

- PowerPoint Presentation
- Historic Pictures
- Ordinance

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on July 6, 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- Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ADAMS N T	59234	135 CLINTON ST	
BROWNWOOD SAMUEL J & SARA	60620	1917 N 2ND ST	
BROWNWOOD SAMUEL J & SARA	60620	146 CLINTON ST	
BROWNWOOD SAMUEL J & SARA	60472	136 CLINTON ST	
BROWNWOOD SAMUEL J & SARA	60472	132 CLINTON ST	
HALL MICHAEL & GEORGINA	61406	117 VICTORIA ST	
HALL MICHAEL & GEORGINA	61406	117 VICTORIA ST APT B	
HALL MICHAEL & GEORGINA	60037	1918 N 1ST ST	
HALL MICHAEL & GEORGINA	60037	1918 1/2 N 1ST ST	
HALL MICHAEL & GEORGINA	61682	1938 N 1ST ST	
HALL MICHAEL & GEORGINA	61682	101 VICTORIA ST	
HALL MICHAEL & GEORGINA	61682	1940 N 1ST ST	
LNC AUTO SALES LLC	59501	1842 N 1ST ST	
MACAN INVESTMENTS LLC	61549	1930 N 1ST ST	
MACAN INVESTMENTS LLC	61549	1926 N 1ST ST	
MC FARLAND FELTON &	61279	125 VICTORIA ST	
MENDEZ OLIVER	61156	133 VICTORIA ST	
MENDEZ OLIVER	61028	141 VICTORIA ST	
PHILPOTT ESTATES LLC	60327	122 CLINTON ST	
PHILPOTT ESTATES LLC	59905	1902 N 1ST ST	
PHILPOTT ESTATES LLC	60178	118 CLINTON ST	
SUGURA BALDOMERO	59370	133 CLINTON ST	

PROPERTY ID Legend: O – Opposed, F- Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ADAMS N T	59234	135 CLINTON ST	

SUGURA BALDOMERO	59370	133 CLINTON ST	
LNC AUTO SALES LLC	59501	1842 N 1ST ST	
PHILPOTT ESTATES LLC	59905	1902 N 1ST ST	
HALL MICHAEL & GEORGINA	60037	1918 N 1ST ST	
HALL MICHAEL & GEORGINA	60037	1918 1/2 N 1ST ST	
PHILPOTT ESTATES LLC	60178	118 CLINTON ST	
PHILPOTT ESTATES LLC	60327	122 CLINTON ST	
BROWNWOOD SAMUEL J & SARA	60472	136 CLINTON ST	
BROWNWOOD SAMUEL J & SARA	60472	132 CLINTON ST	
BROWNWOOD SAMUEL J & SARA	60620	1917 N 2ND ST	
BROWNWOOD SAMUEL J & SARA	60620	146 CLINTON ST	
MENDEZ OLIVER	61028	141 VICTORIA ST	
MENDEZ OLIVER	61156	133 VICTORIA ST	
MC FARLAND FELTON &	61279	125 VICTORIA ST	
HALL MICHAEL & GEORGINA	61406	117 VICTORIA ST	
HALL MICHAEL & GEORGINA	61406	117 VICTORIA ST APT B	
MACAN INVESTMENTS LLC	61549	1930 N 1ST ST	
MACAN INVESTMENTS LLC	61549	1926 N 1ST ST	
HALL MICHAEL & GEORGINA	61682	1938 N 1ST ST	
HALL MICHAEL & GEORGINA	61682	101 VICTORIA ST	
HALL MICHAEL & GEORGINA	61682	1940 N 1ST ST	

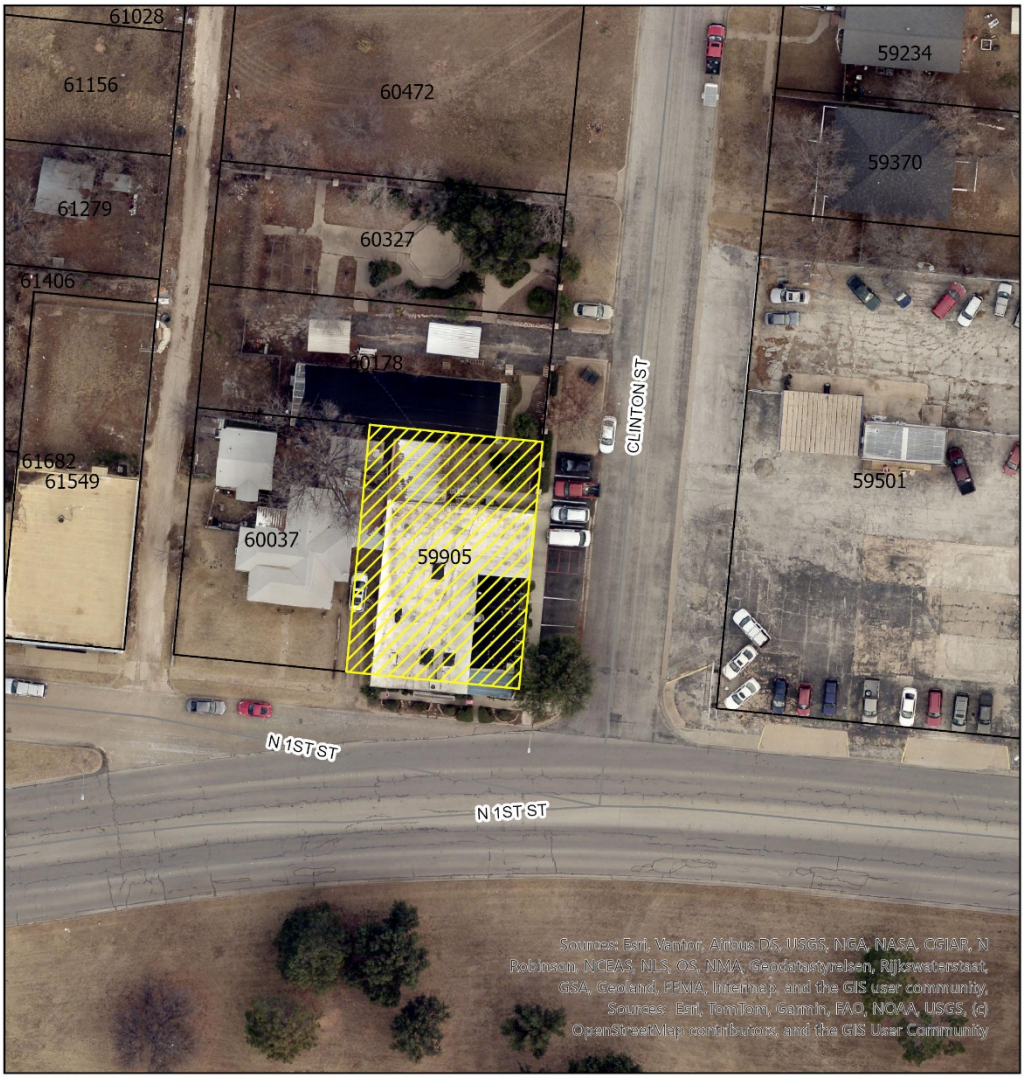
LOCATION MAP

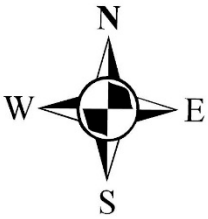


ZONING MAP


61028
61156
61279
61406
GC
61682
61549
60472
MF
NR
60327
60178
60037
GC
59903
59234
MF
59370
GC
59501
CLINTON ST
Clinton St
N 1st St
N 1ST ST
N 1ST ST
N 1st St
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community
N
W
E
S
0.01
Miles
HOZ-2026-02
Zoning Districts
GC
MF
NR

AERIAL LOCATION MAP

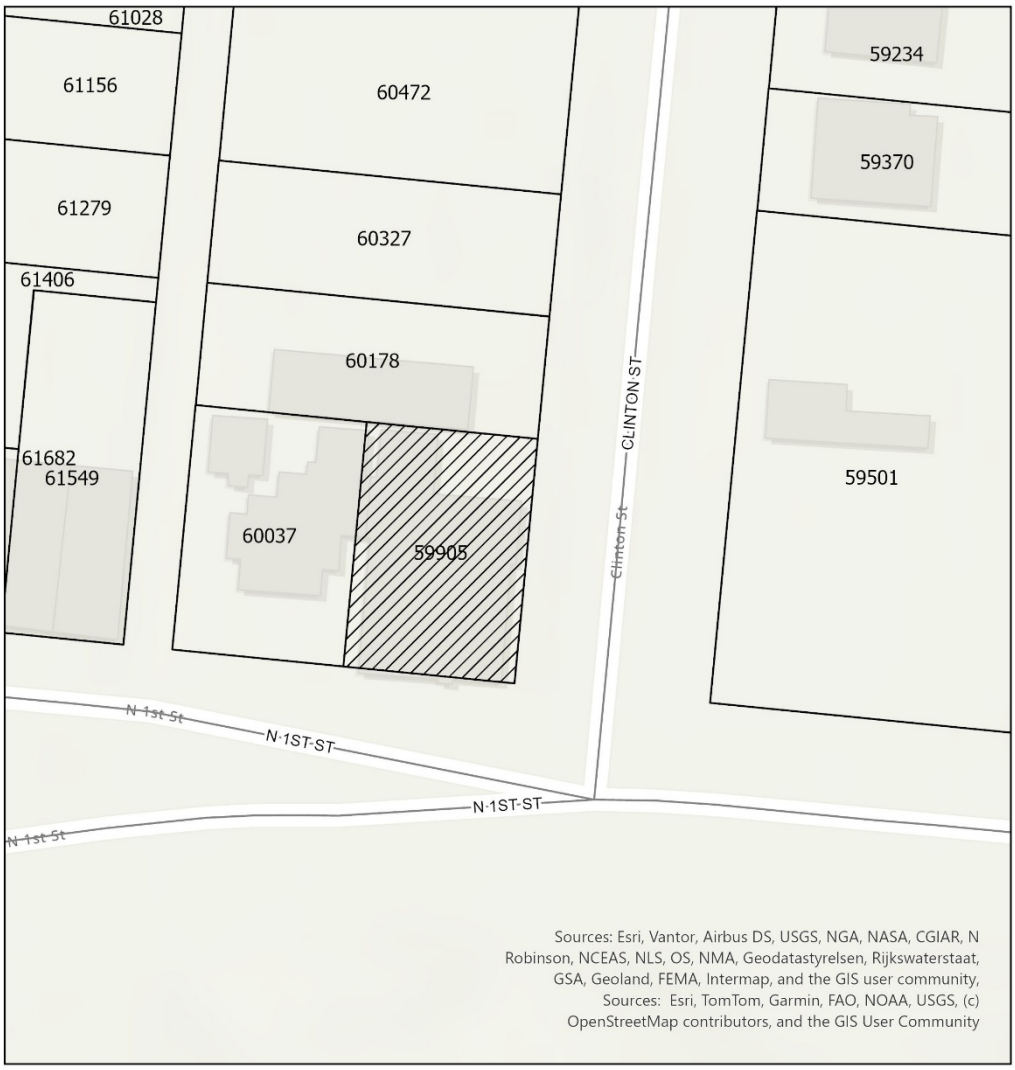


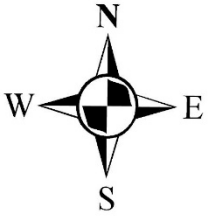


0.01 Miles

HOZ-2026-02

FLOOD MAP





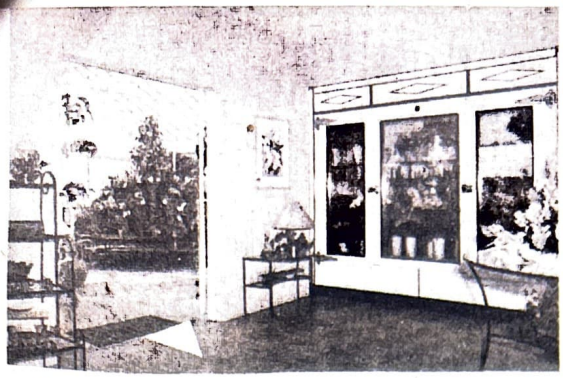
0.01 Miles

HOZ-2026-02

FEMA Flood Zones

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





ATTRACTIVELY MODERNIZED "PHILPOTT FLORISTS" SHOP GROWS IN ABILENE, TEXAS

The photos on this page show the deft hand of this shop's owner. . . Harriett Lovelady has brought a smart decor to her shop . . . thru attractive simplicity . . . and a neat, trim appearance. *Inset* display boxes gracefully match the wide, arched doorways. Well-chosen wrought-iron display tables and units give a pleasing uniformity.

Entering the building, thru an attractive conservatory, the customer is greeted with a huge plant display *(photo A)* on a round, wrought-iron base. Other seasonable or Holiday plants are smartly shown on wall displays.

The two-story building houses display rooms, shop, workroom, storage space, and refrigeration.

Philpott's was established in 1920, coming into the capable hands of its present owner, Miss Lovelady, in 1944.

Our congratulations to Harriett, who has been steadily building a pleased customer-clientele in Abilene and West Texas. . .

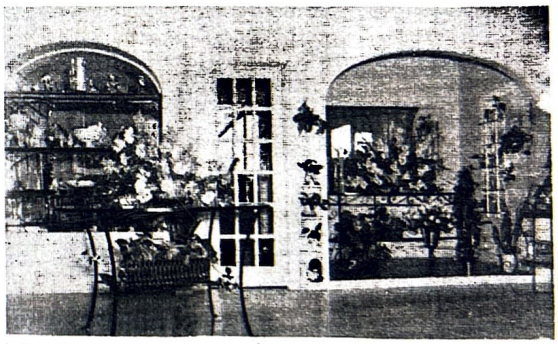
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(A) This interesting conservatory, and plant display, greet you as you enter . . .

(Below) East side of the shop . . .





● Southeast side of shop, with middle door an entrance into greenhouse.

● Owner, Harriett Lovelady.

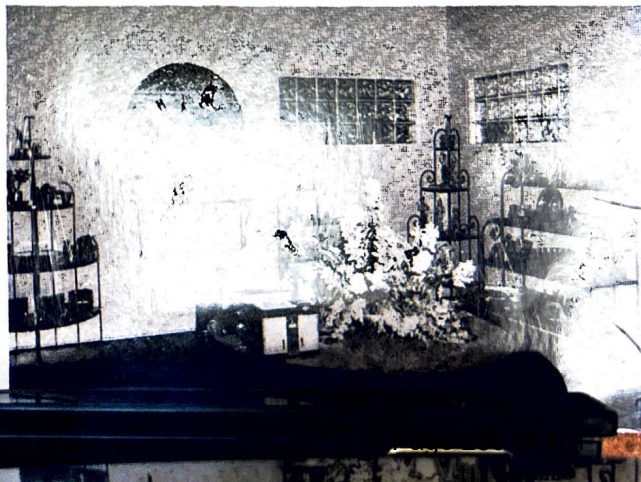


(Below)

● Attractively landscaped "PHILPOTT FLORISTS" Shop . . .



(Below) "Mirrow Room" displays Gift Items, Arrangements, and Plants . . .






PHILPOTT FLORISTS


Philpott
Florists
Gifts
Philpott Florists

Philpott Florists Gets New Owner

The oldest and largest florist shop in Abilene has changed ownership.

Ray Maddox III of 742 Ross acquired Philpott Forists at 1902 N. 1st from Harriet Lovelady on Jan. 1.

Maddox, a graduate of Southern Methodist University, has worked at the shop for about seven years. He also worked for Dick Garner Inc., a Dallas firm dealing in dried flowers.

The new owner, a 24-year-old graduate of Cooper High School, said the operation of the shop will continue as it has under Miss Lovelady.

Miss Lovelady owned the store for 27 years and was associated with the business for more than 40 years.

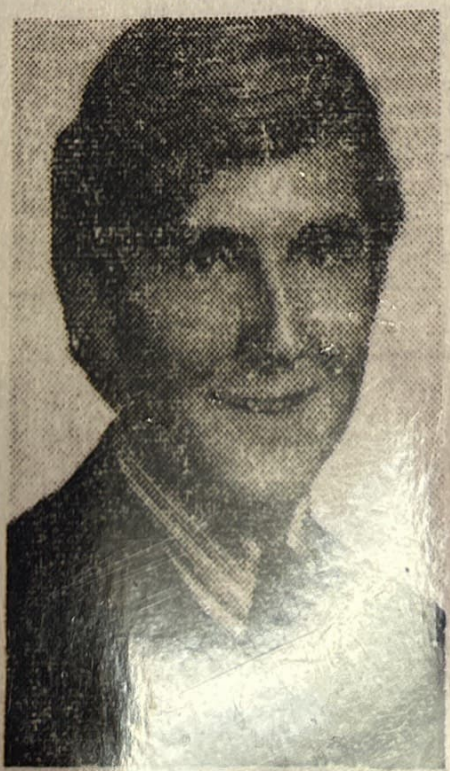
Philpott Florists was opened in 1920 at 241 Sayles by the late Mr. and Mrs. W. A. Philpott. They operated the store until 1923 when they sold it to their son-in-law and daughter, Mr. and Mrs. W. E. Lovelady.

Miss Lovelady purchased the store from her cousin in 1945. Te[illegible]ears later, the store moved [illegible] its location on Sayle[illegible] op 1902 N. 1st.

Miss [illegible]y, closing out her long associ[illegible]ation with the store, expressed her thanks to n[illegible]ongtime faithful custo-



HARRIETT LOVELADY
. . . longtime owner



R[illegible] MADDOX III
new owner






PHILPOTT FLORISTS

William Albert Philpott, Sr

Born July 1, 1856 in Cumberland, Kentucky; died May 26, 1942, at age 85, in Dallas, Texas.

Mary Ruth Bellah Philpott

Born November 16, 1862 in Arkansas; died November 8, 1944, at age 81, in Dallas, Texas.

They met in St. Jo, Texas and were married in her hometown of Cleburne, Texas on September 8, 1884. At the time of their marriage, "Dr. Philpott" was studying medicine at Johns Hopkins in Baltimore, Maryland, but was practicing medicine for one year in St. Jo and would receive credit for it upon returning to medical school. Mary was a schoolteacher. Soon after their marriage, Dr. Philpott gave up his medical practice because his health could not stand the horseback rides in cold weather. He instead, settled down as a pharmacist and druggist in St. Jo, Texas. They had five children, four of which lived to adulthood.

The first child, William Albert Philpott, Jr, was born on September 17, 1885. A daughter was born in February 1887 but died at six months because Mary had contracted typhoid fever and could not nurse her. A second daughter, Ruth, was born in 1892 followed by a third daughter, Bellah, born in 1895. Barton, the last child, was born in 1896.

An ad listed in the Hardin Simmons College Simmons Brand, Sat., April 21, l923 showed a phone number 6773 with Philpott's at 241 Sayles Blvd.

An ad listed in the McMurray College War-Whoop for Mar. 15, 1924, showed The Philpott Florists at 1058 N. 2nd with Greenhouses at S. 3rd.

The Philpott's daughter, Ruth, married Wylie Enmon Lovelady and ran the florist business for several years. It was later sold to a relative of her husband, Harriet Lovelady. Their other children were involved with

florist greenhouses in Vernon and a second Philpott Florist in Cisco that was owned and operated by their son, Barton, and his wife, Alma.

HISTORIC OVERLAY REQUEST

Case: HOZ-2026-02

Owner/Agent: Jonathan Crisp

Request: Add Historic Overlay to a property located along N 1st Street.

Location: 1902 N 1st Street

Landmarks: July 28, 2026

Planning & Zoning: August 4, 2026

Council Hearing: August 27, 2026

September 10, 2026

CITY OF ABILENE TEXAS

BACKGROUND INFORMATION

- Philpott Florist was originally opened in 1920 at 241 Sayles by Mr. and Mrs. W. A. Philpott.
- They operated the business until 1923 then sold to their daughter, Ruth, and her husband, who operated the business for 22 years.
- In 1945 the business was sold to Ruth's cousin Harriett Lovelady.
- Ms. Lovelady hired Jimmy Tittle to design the building currently residing at 1902 N 1st Street.
- In 1955, Philpott Florist relocated from its original location on Sayles Boulevard to its new home at 1902 N 1st Street.
- Ray Maddox purchased the business from Ms. Lovelady in 1973, who then sold in 2022.
- In 2025, Jon Crisp became the owner and continues the proud tradition of talented florists who have served the Abilene community for more than a century.

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



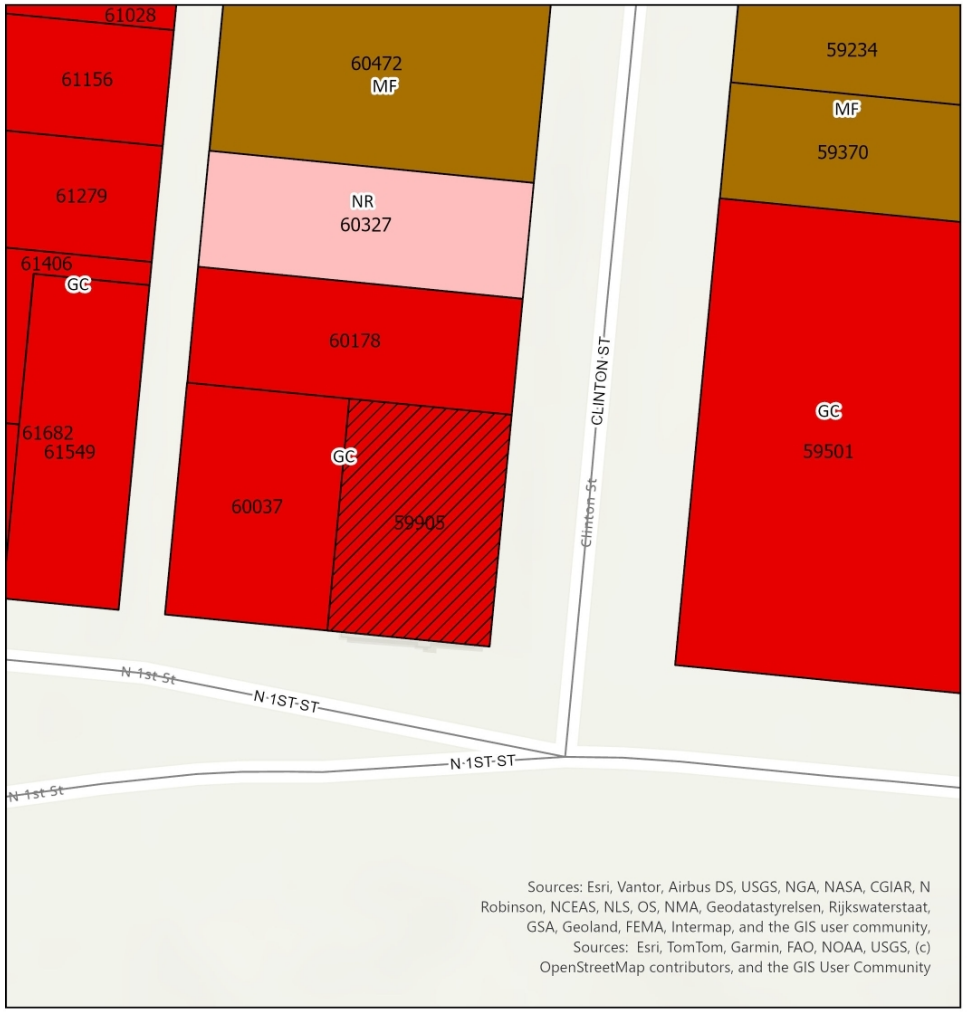


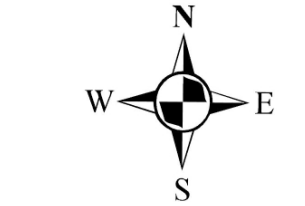
0.01 Miles

HOZ-2026-02

CITY OF ABILENE TEXAS

ZONING MAP





HOZ-2026-02

Zoning Districts

- GC
- MF
- NR

CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY







CITY OF ABILENE TEXAS

HISTORIC PHOTOS OF SUBJECT PROPERTY



ATTRACTIVELY MODERNIZED "PHILPOTT FLORISTS" SHOP GROWS IN ABILENE, TEXAS

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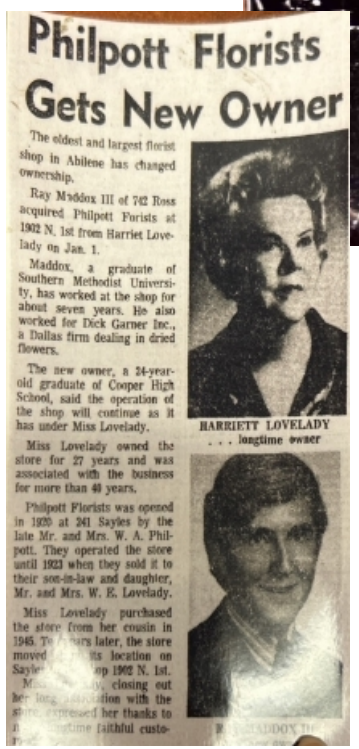
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. . . longtime owner





CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

According to Section 2.3.4.4 (c) Criteria for Designation. Historic Overlay Districts shall be established only if principal districts, conservation districts, areas, sites, structures, buildings, properties, or objects within the boundaries of a proposed zone exhibit any one or more of the following characteristics:

1. Possesses significance with respect to history, culture, architecture, archeology, paleontology, or as a natural site with a demonstrable cultural association.

2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, national, or international history.

This property has been Philpott Florist since it was built in 1955.

3. Embodies characteristics distinct to a type, period, or method of construction or architecture.

4. Is associated with the lives of persons significant in local, regional, state, national, or international history.

Jimmy Tittle was the architect who designed the building for Philpott Florist in 1955 and is known for his work around Abilene and buildings at area colleges.

5. Represents a distinctive and familiar visual feature of a neighborhood or of the city.

6. Represents the works of a master designer, architect, builder, or craftsman.

P&Z recommends **approval.**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
8/27/2026

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

ITEM: **14. Ordinance (First Reading) Z-2026-43: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 0.8 Acres from Heavy Commercial (HC) to a Planned Development District (PDD-202). Located at 803, 825, and 833 Pine Street. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City limits in 1895 and has remained commercially zoned since. The base zoning of the PDD will be Town Home (TH) with the following specific modifications:

- Minimum Lot Width: 18 feet
- Minimum Exterior/Street Side Setback: 10 feet
- Minimum Interior Side Yard Setback: 5 feet
- Minimum Rear Yard Setback: 20 feet
- Minimum Front Setback: 20 feet

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

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

- No driveways access off N 8th Street
- Required landscape area equal to 15% of the site located between the adjacent street and right of way

ATTACHMENTS:

1. Ordinance
2. Z-2026-43 - Staff Report
3. 701 Pine Street - favor
4. 825 Pine Street - favor
5. Favor - 802 Pine Street
6. Z-2026-43 - Presentation

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTY; CREATING A PLANNED DEVELOPMENT DISTRICT (PDD-202); 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 27th 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 10th day of September, 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 10th day of September, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of approximately 30.08 acres from Heavy Commercial/Corridor Overlay (HC/COR) to a Planned Development District (PDD-202) subject to the regulations and concept plan provided in EXHIBIT B.

Legal description being Lots 5-9, Block 178, 3-Compere Abilene Original Town, Abilene, Taylor County, Texas. Located at 803, 825, and 833 Pine Street.

EXHIBIT B

Purpose: The purpose of this Planned Development District (PDD-202) is to allow Townhomes (TH) base zoning with the following modifications.

Design Modifications

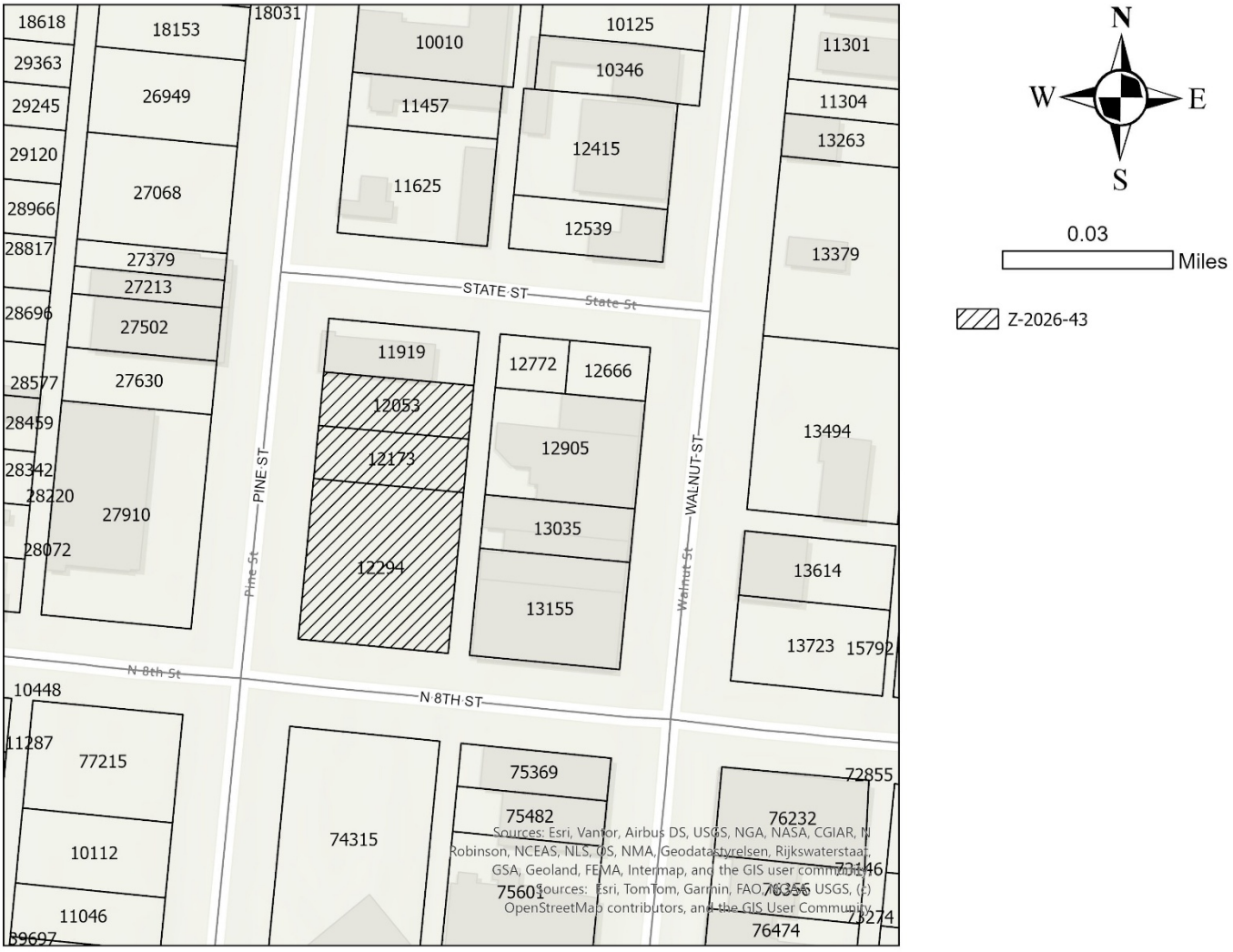
- No driveway access off N 8th Street or Pine Street,
- Required landscape area equal to 15% of the site

Specific Modifications

- Minimum Lot Width: 18 feet
- Minimum Exterior/Street Side Setback: 10 feet
- Minimum Interior Side Yard Setback: 5 feet
- Minimum Rear Yard Setback: 20 feet
- Minimum Front Setback: 20 feet



ORDINANCE NO. _____



END

ZONING CASE
Z-2026-43
STAFF REPORT

Scheduled Hearings
Planning & Zoning Commission: August 4, 2026
City Council 1st Reading: August 27, 2026
City Council 2nd Reading: September 10, 2026

Applicant
Agent: Jacob & Martin LLC
Owner: Abilene Improvement Corporation

Case Manager
Kera Valois – Planner

Request
Change the zoning of approximately 0.80 acres from Heavy Commercial/Corridor Overlay (HC/COR) to a Planned Development District (PDD-202).

Location
Located at 803, 825, and 833 Pine Street. Legal description being Lots 5-9, Block 178, 3-Compere Abilene Original Town, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City limits in 1895 and has remained commercially zoned since.

The base zoning of the PDD will be Town Home (TH) with the following specific modifications:

- Minimum Lot Width: 18 feet
- Minimum Exterior/Street Side Setback: 10 feet
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Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	HC/COR	Garcia Brothers Tire Shop
East	HC	Businesses
South	CB	First Financial Bank
West	HC/COR	Dollar Tree

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

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

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

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
This property will be subject to site plan review; therefore, any and all utilities that are required will be addressed during that time.

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

Planning & Zoning Recommendation

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

- No driveway access off N 8th Street or Pine Street,
- Required landscape area equal to 15% of the site.

Attachments

- 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

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE IMPROVEMENT CORP	12173	825 PINE ST	Applicant
ABILENE IMPROVEMENT CORP	12294	803 PINE ST	Applicant
ABILENE IMPROVEMENT CORP	12053	833 PINE ST	Applicant
BERLANGA JAVIER & ANITA G	27213	844 PINE ST	
BILL & CARYLN SMITH LLC	12539	850 WALNUT ST	
CINTAS-RUS LP	75601	768 WALNUT ST	
CITY OF ABILEN	77215	770 PINE ST	
EDGE STREET CAPITAL LLC – SERIES 802 PINE	27910	802 PINE ST	F
FIRST NATIONAL BANK	74315	701 PINE ST	F
FULLERAS, LLC	13155	804 WALNUT ST	
GARCIA VICTOR &	11919	841 PINE ST	
GREEN MORGAN D	12905	838 WALNUT ST	
GREEN MORGAN D	12905	834 WALNUT ST	
GREEN MORGAN D & ET UX	12666	846 WALNUT ST	

GREEN MORGAN D ET AL	12772	917 STATE ST	
KEY CITY WHOLESALE FLORAL LLC	75482	776 WALNUT ST	
KEY CITY WHOLESALE FLORAL LLC	75369	917 N 8TH ST	
L HOLLEY PROPERTIES L P	11625	928 STATE ST	
L HOLLEY PROPERTIES L P	11625	857 PINE ST	
OWENS BARBARA	12415	866 WALNUT ST	
RAMEY KENNETH DON	13035	818 WALNUT ST	
SIMS DAVID O &	27379	846 PINE ST	
TEXAS TECH UNIVERSITY HEALTH	27630	834 PINE ST	
TEXAS TECH UNIVERSITY HEALTH	27502	842 PINE ST	
WHITE ELLIOTT & MARTHA WHITE WEBB	27068	850 PINE ST	

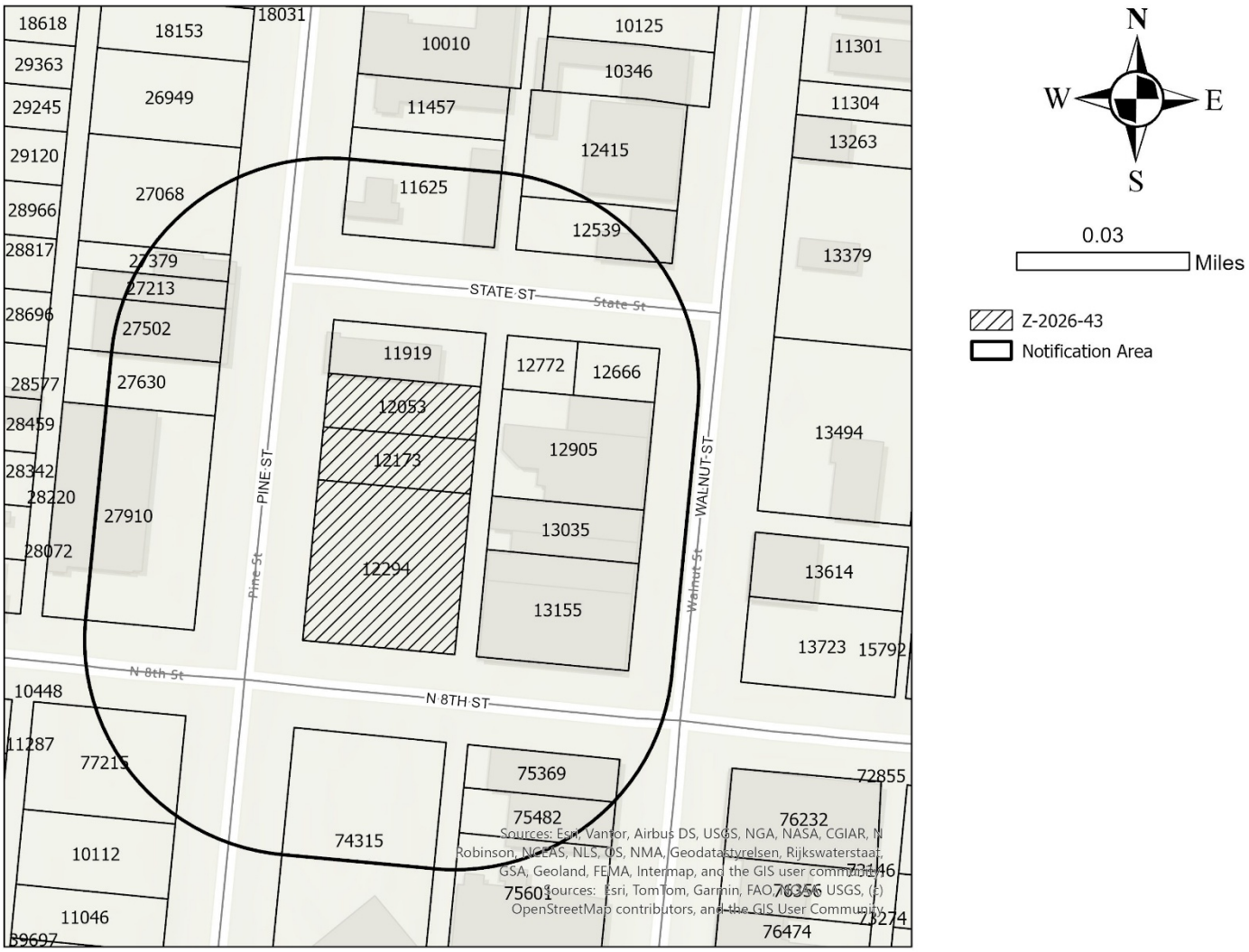
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CITY OF ABILENE	77215	770 PINE ST	

CONCEPT PLAN

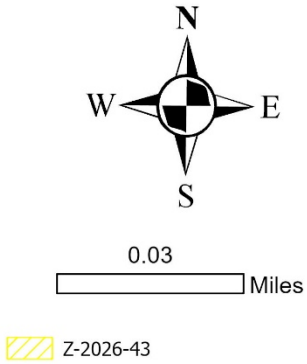


NOTIFICATION MAP

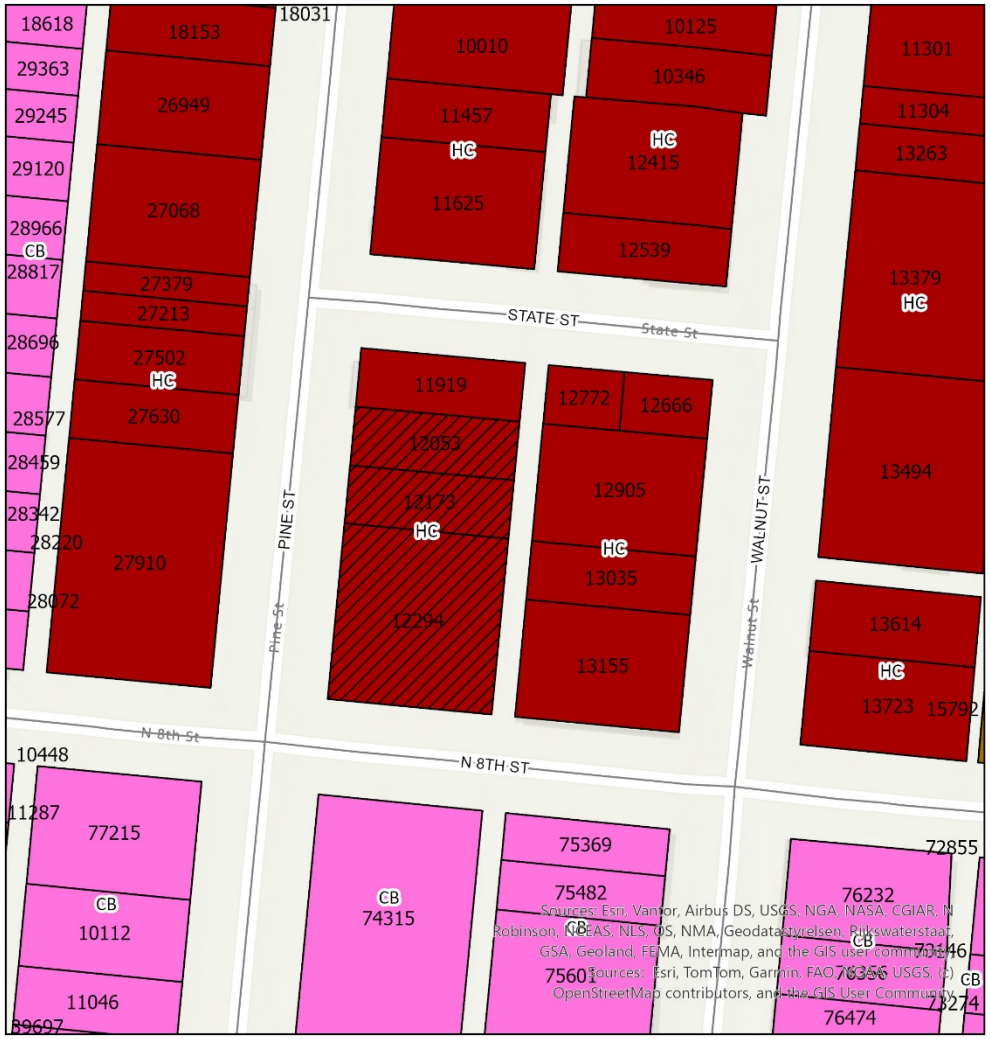


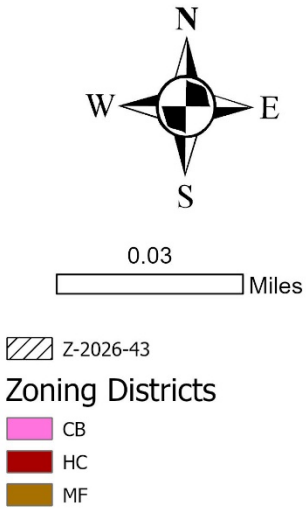
LOCATION MAP





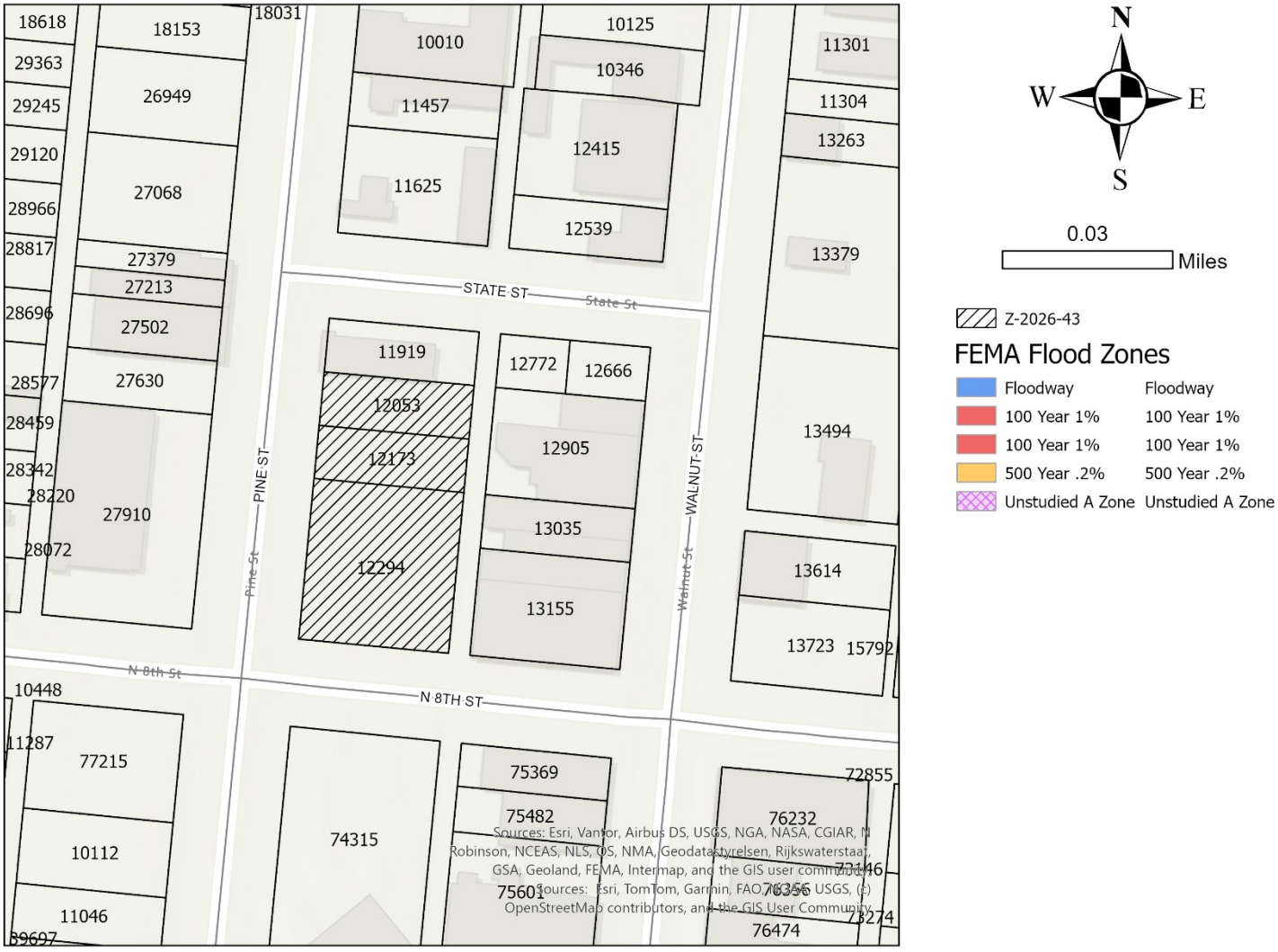
ZONING MAP





Case # Z-2026-43
August 17, 2026

FLOOD MAP


18618
18153
18031
10010
10125
11301
29363
26949
10346
29245
11457
11304
29120
27068
12415
13263
28966
11625
28817
27379
12539
13379
27213
STATE ST
State St
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75601
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Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community
Sources: Esri, TomTom, Garmin, FAO, NGA, USGS, (c) OpenStreetMap contributors, and the GIS User Community
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ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-43

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 9:45

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

Requestor's Property Zoning:	HC/COR	Your Name:	~~FIRST NATIONAL BANK~~ ABILENE IMPROVEMENT CORP	I am in favor ☑
Requestor's Proposed Zoning:	PDD-202	Your Address:	701 PINE ST	
Requestor's Parcel ID:	12294, 12173, 12053	Your Parcel ID:	74315	I am opposed ☐

Signature: _____

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-43

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:

JUL 30 AM 9:48

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:	HC/COR	Your Name:	ABILENE IMPROVEMENT	I am in favor ☑
Requestor's Proposed Zoning:	PDD-202	Your Address:	825 PINE ST AIC still owns	
Requestor's Parcel ID:	12294, 12173, 12053	Your Parcel ID:	12173	I am opposed ☐

Signature: _____

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-43

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:	HC/COR	Your Name:	EDGE STREET CAPITAL	I am in favor ☑
Requestor's Proposed Zoning:	PDD-202	Your Address:	802 PINE ST	
Requestor's Parcel ID:	12294, 12173, 12053	Your Parcel ID:	27910	I am opposed ☐

Signature: _____

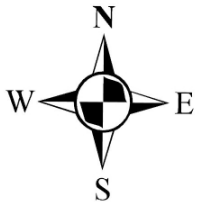
REZONE REQUEST

Case:	Z-2026-43
Agent:	Jacob & Martin LLC
Owner:	Abilene Improvement Corporation
Request:	Change the zoning of approximately 0.80 acres from Heavy Commercial/Corridor Overlay (HC/COR) to a Planned Development District (PDD-202).
Location:	Located at 803, 825, and 833 Pine St.
Notification:	2 in Favor, 0 in Opposition
Planning & Zoning:	August 4, 2026
Council Hearing:	August 27, 2026
	September 10, 2026

CITY OF ABILENE TEXAS

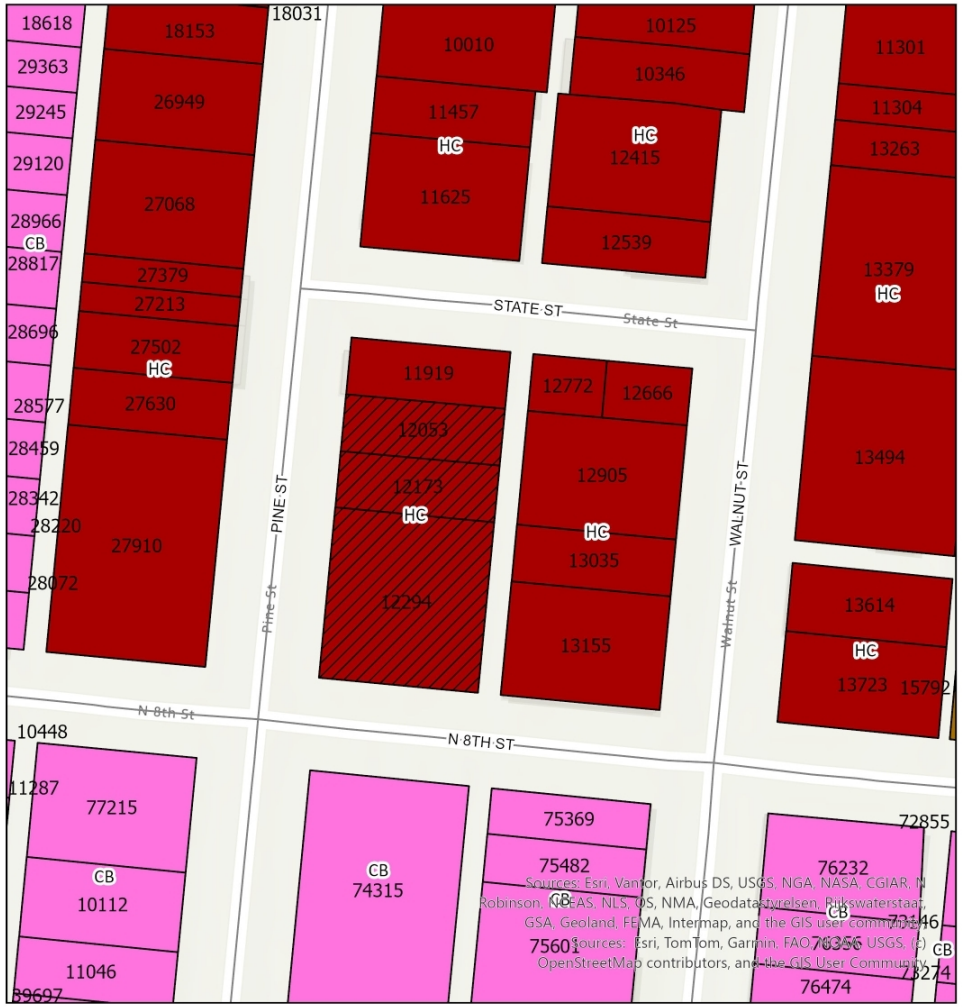
AERIAL LOCATION MAP

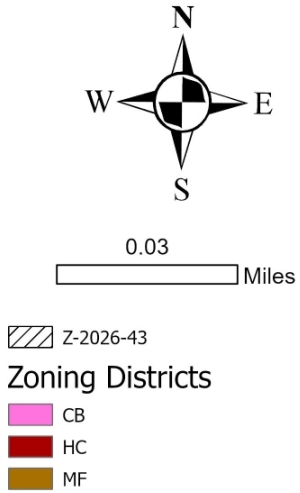




CITY OF ABILENE TEXAS

ZONING MAP





CITY OF ABILENE TEXAS

CONCEPT PLAN



CITY OF ABILENE TEXAS

SPECIFIC MODIFICATIONS

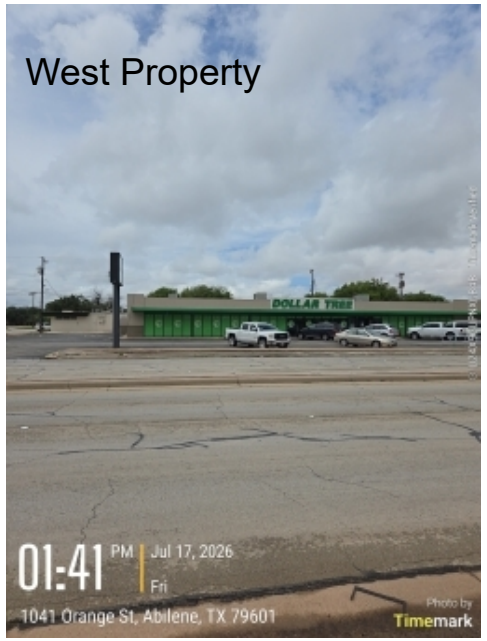
Proposed base zoning is Town Home (TH) with the following modifications:

- Minimum Lot Width: 18 feet
- Minimum Exterior/Street Side Setback: 10 feet
- Minimum Interior Side Yard Setback: 5 feet
- Minimum Rear Yard Setback: 20 feet
- Minimum Front Setback: 20 feet

CITY OF ABILENE TEXAS

PROPERTY VIEWS









CITY OF ABILENE TEXAS

USES IN HEAVY COMMERCIAL ZONING

RESIDENTIAL USES:

C	Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
C	Correction, Detention, or Penal Facilities
P	Fire/Police Station
P	Homeless/Emergency Shelter
P	Hospital
P	Medical/Dental Laboratory
P	Military and Armed Forces Reserve Center
P	Post Office
P	Rehabilitation Facility
C	Sanitary Landfill
P	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Arts School
C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	Educational and Scientific Research
P	School: Public/Private
P	Trade/Business School

TRADE – RETAIL USES:

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

SERVICE:

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

TRADE – WHOLESALE USES:

P	Liquor, Wholesale/Distribution
P	Wholesaling and Storage (indoor)
C	Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility
C	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

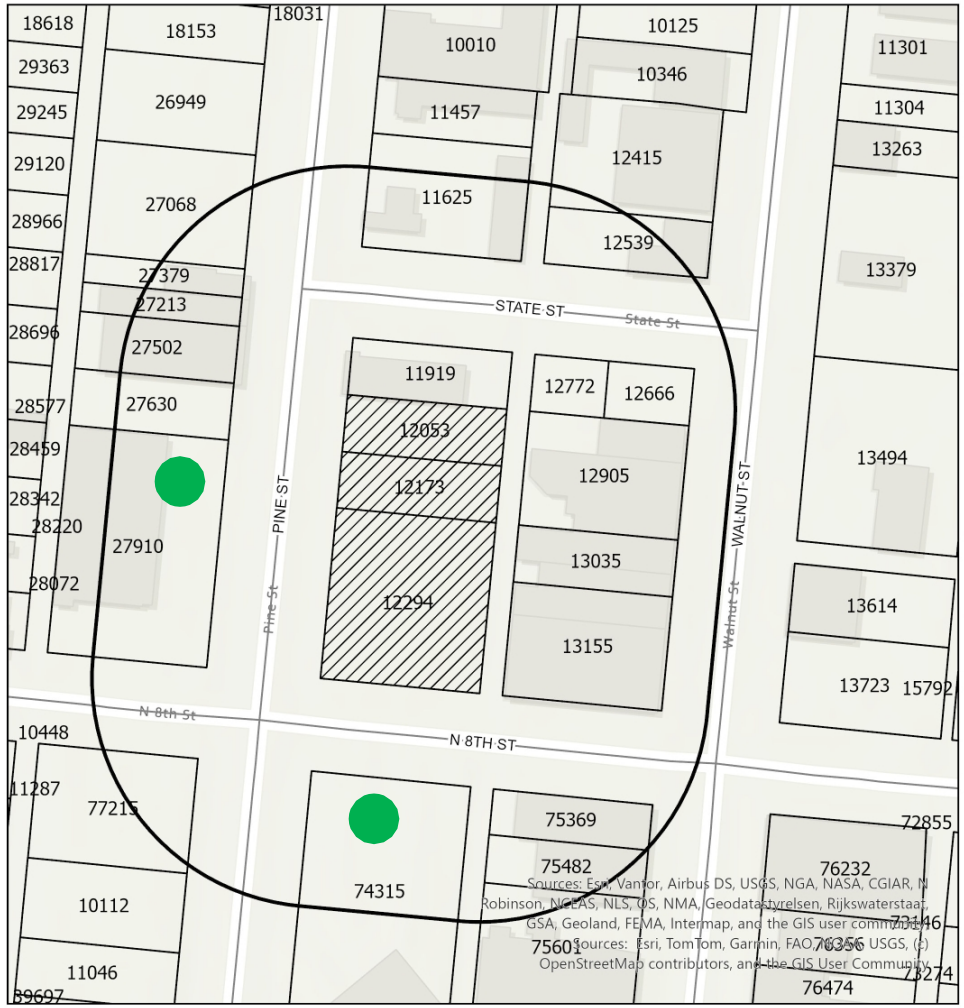
P	Petroleum or Gas Well
C	Manufacturing (light)
P	Urban Garden

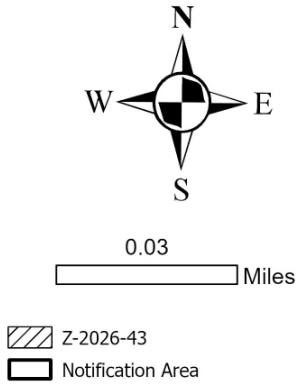
LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP





2 - in Favor -

0- in Opposition –

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval with conditions:**

1. **No driveway access off North 8th or Pine Street**
2. **Required landscape area equal to 15% of the site.**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
8/27/2026

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

ITEM: **15. Ordinance (First Reading) Z-2026-45: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 166.9 Acres from Agricultural Open (AO) to Patio Home (PH), Multi-Family (MF), and General Retail (GR). Located at 6002 Texas Avenue. *(Tim Littlejohn)***

GENERAL INFORMATION

The property was annexed in 1959 as Agricultural Open (AO) zoned property. Over the last couple of decades, the property has been used as farmland.

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-2026-45 Staff Report
3. Z-2026-45 Proposed Zoning Exhibit
4. 31 Shady Brook Cr - Opposed
5. 37 Shady Brook Cr - Favor
6. 1610 Partridge Pl - Opposed
7. 6021 Hartford St. - opposed
8. Z-2026-45 - Presentation

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 27th 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 10th day of September, 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 10th day of September 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____
EXHIBIT A

Change the zoning of approximately 166.9 acres from Agricultural Open (AO) to Patio Home (PH), Multi-Family (MF), and General Retail (GR).

Legal description as follows:

Patio Home (PH) Tract
BEING a **117.91 acres of land** being out of and a part of Lots 5 & 6, of the Anderson & Berry's Subdivision of the Alexander Thompson Survey No. 37, Abstract No. 317, as shown per plat recorded in Cabinet 2, Slide 134-B, Plat Records, Taylor County, Texas, said tract of land being out of and a part of a certain 166.887 acre tract of land described in to Warranty Deed to C. Aaron Waldrop recorded in Instrument No. 2026-10864, Official Public Records, Taylor County, Texas. Said **117.91 acre tract** being more particularly described in metes and bounds as follows:
BEGINNING at a point for the northeast corner of this described tract and said Waldrop tract;
THENCE S01°08'44"W, 317.55 feet along the east line of this described tract and said Waldrop tract, to an angle corner of this described tract and said Waldrop tract;
THENCE S01°28'54"W, 1100.15 feet along the east line of this described tract and said Waldrop tract, to an angle corner of this described tract and said Waldrop tract;
THENCE S01°19'11"W, 670.11 feet along the east line of this described tract and said Waldrop tract, to an angle corner of this described tract and said Waldrop tract;
THENCE S01°17'28"W, 1240.69 feet along the east line of this described tract and said Waldrop tract, to an angle corner for this described tract and said Waldrop tract;
THENCE S00°30'17"W, 366.61 feet along the east line of this described tract and said Waldrop tract, to a point for the southeast corner of this described tract and said Waldrop tract, said corner being on the north right-of-way of Texas Avenue;
THENCE N89°01'38"W, 1400.27 feet along the south line of this described tract and said Waldrop tract, and along the north right-of-way of Texas Avenue to a point for the southwest corner of this described tract;
THENCE N01°32'18"E, 3703.72 along the west line of this described tract and over and across said Waldrop tract, to a point for the northwest corner of this described tract, and being on the north line of said Waldrop tract;
THENCE S88°39'34"E, 898.89 feet along the north line of this described tract and said Waldrop tract, to an angle corner for this described tract and said Waldrop tract;
THENCE S88°46'38"E, 483.54 feet to the **POINT OF BEGINNING** and containing **117.91 acres of land**, more or less.

Multi-Family (MF) Tract
BEING a **26.22 acres of land** being out of and a part of Lots 5 & 6, of the Anderson & Berry's Subdivision of the Alexander Thompson Survey No. 37, Abstract No. 317, as shown per plat recorded in Cabinet 2, Slide 134-B, Plat Records, Taylor County, Texas, said tract of land being out of and a part of a certain 166.887 acre tract of land described in to Warranty Deed to C. Aaron Waldrop recorded in Instrument No. 2026-10864, Official Public Records, Taylor County, Texas. Said **26.22 acre tract** being more particularly described in metes and bounds as follows:
BEGINNING at a point for the northwest corner of this described tract and on the west line of said Waldrop tract, said corner being on the east right-of-way of Dub Wright Boulevard;
THENCE S86°43'47"E, 565.74 feet along the north line of this described tract and over and across said Waldrop tract, to a point for the northeast corner of this described tract;
THENCE S01°32'18"W, 2014.21 feet along the east line of this described tract and over and across said Waldrop tract, to a point for the southeast corner of this tract and being on the south line of said Waldrop tract, said corner being on the north right-of-way of Texas Avenue;
THENCE along the south line of this described tract and said Waldrop tract and along the north right-of-way of Texas Avenue:

- N89°01'38"W, 216.98 feet to a point, being the beginning of a tangent curve to the right

- Along said curve to the right, having a radius of 2084.70 feet, with a delta angle of 05°23’02” and a chord bearing N86°20'07"W, 195.82 feet, and an arc distance of 195.89 feet to a point, being the beginning of a reverse curve to the left;
- Along said curve to the left, having a radius of 2004.70 feet, with a delta angle of 03°39’38” and a chord bearing N85°28'25"W, 128.05 feet, and an arc distance of 128.08 feet to a point for the southwest corner of this described tract and said Waldrop tract;

THENCE along the west line of this described tract and said Waldrop tract and the east right-of-way of Dub Wright Boulevard:

- N01°45'54"E, 6.30 feet to a point;
- N43°15'57"W, 35.45 feet to a point;
- N01°32'18"E, 1988.06 feet to the **POINT OF BEGINNING** and containing **26.22 acres of land**, more or less.

General Retail (GR) Tract

BEING a **22.77 acres of land** being out of and a part of Lots 5 & 6, of the Anderson & Berry’s Subdivision of the Alexander Thompson Survey No. 37, Abstract No. 317, as shown per plat recorded in Cabinet 2, Slide 134-B, Plat Records, Taylor County, Texas, said tract of land being out of and a part of a certain 166.887 acre tract of land described in to Warranty Deed to C. Aaron Waldrop recorded in Instrument No. 2026-10864, Official Public Records, Taylor County, Texas. Said **22.77 acre tract** being more particularly described in metes and bounds as follows:

BEGINNING at a point for the northwest corner of this described tract and said Waldrop tract, said corner being on the east right-of-way of Dub Wright Boulevard;

THENCE S88°39'34"E, 648.91 feet along the north line of this described tract and said Waldrop tract, to a point for the northeast corner of this described tract;

THENCE S01°32'18"W, 1688.87 feet along the east line of this described tract and over and across said Waldrop tract, to a point for the southeast corner of this described tract;

THENCE N86°43'47"W, 565.74 feet along the south line of this described tract and over and across said Waldrop tract, to a point for the southwest corner of this described tract, and being on the east right-of-way of Dub Wright Boulevard;

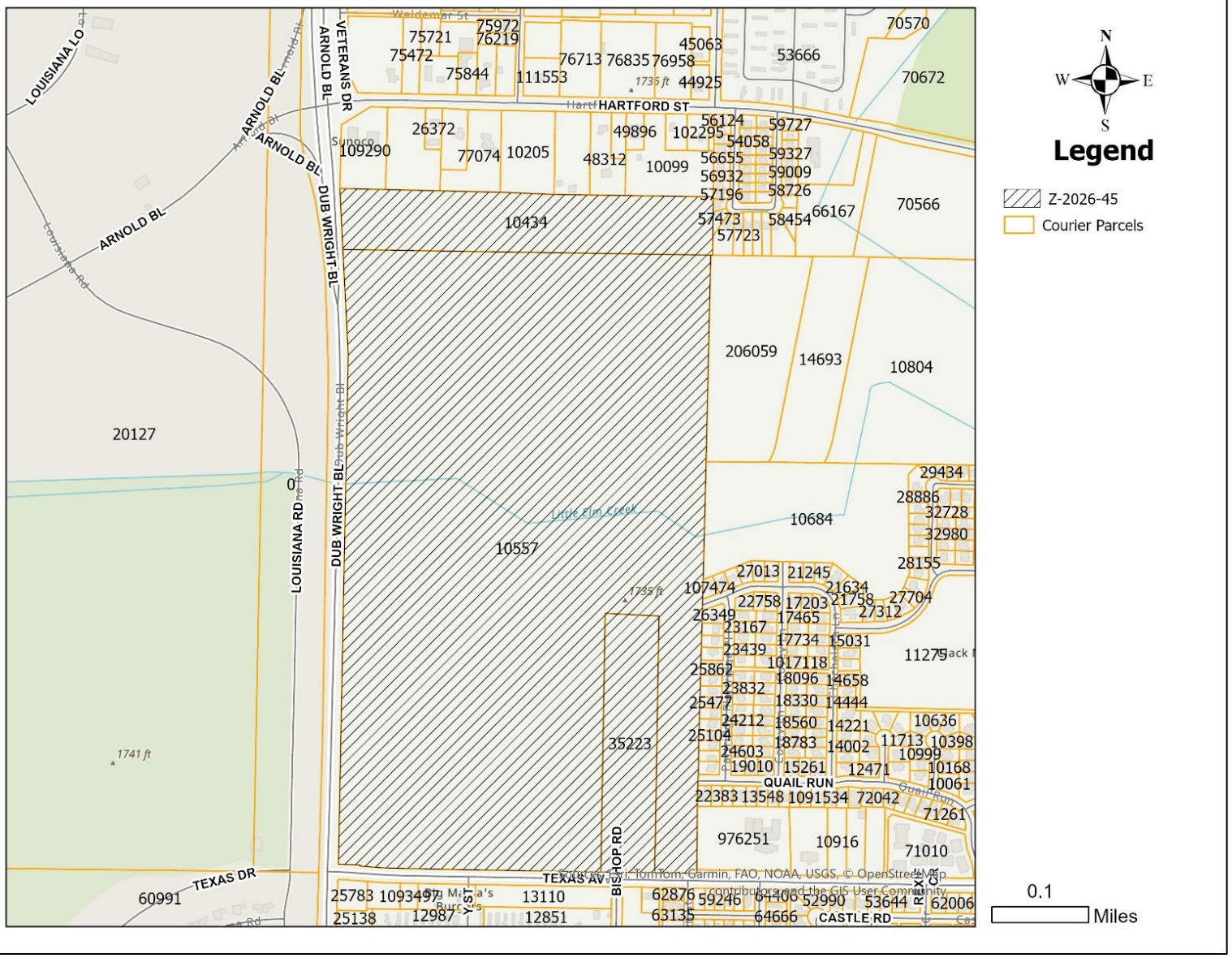
THENCE N01°32'18"E, 367.23 feet along the west line of this described tract said Waldrop tract, and along the east right-of-way line of Dub Wright Boulevard to a point, being the beginning of a tangent curve to the left;

THENCE Along said curve to the left, having a radius of 7639.44, with a delta angle of 06°05’43” and a chord bearing N01°27'12"W, 812.31 feet, and an arc distance of 812.69 feet to a point on the west line of this described tract and said Waldrop tract;

THENCE N03°14'16"W, 492.81 feet along the west line of this described tract said Waldrop tract, and along the east right-of-way line of Dub Wright Boulevard to the **POINT OF BEGINNING** and containing **22.77 acres of land**, more or less.

Located at 6002 Texas Avenue.

ORDINANCE NO. _____



END

ZONING CASE
Z-2026-45
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: August 4, 2026
City Council 1st Reading: August 27, 2026
City Council 2nd Reading: September 10, 2026

Applicant
Owner: Aaron Waldrop
Agent: Jacob & Martin, LLC

Case Manager
Clarissa Ivey – Planner

Request
Change the zoning of approximately 166.9 acres from Agricultural Open (AO) to Patio Home (PH), Multi-Family (MF), and General Retail (GR).

Location
Located at 6002 Texas Avenue.
Legal description being 166.9 Acres out of and a part of Lots 5 & 6, of the Anderson & Berry's Subdivision of the Alexander Thompson Survey No. 37, Abstract No. 317, Abilene, Taylor County, Texas.

Background
The property was annexed in 1959 as Agricultural Open (AO) zoned property. Over the last couple of decades, the property has been used as farmland.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	PDD/AO	Gas Station/Residential
East	RS-6	Residential
South	MH	Mobile Home Park
West	PDD-1	Dyess AFB

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.

(2) The proposed zoning changes are consistent with the Comprehensive Plan by locating commercial uses along arterial roadways and near a major intersection, while establishing higher-density Multi-Family (MF) zoning as a transitional buffer between single-family residential and commercial uses.

(3) 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.

(4) 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. Any improvements that may be required will be addressed during this review.

(5) 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
- Zoning Exhibit
- 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	PROPERTY ID	SITUS	RESPONSE
	0	100 LOUISIANA RD	
	0	800 ARNOLD BL	
	0	1752X DUB WRIGHT BL	
ABILENE CITY OF TRUSTEE	10684	1409 COVEY LN	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 142	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 182	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 151	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 167	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 174	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 118	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 198	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 197	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 193	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 175	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 123	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 133	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 144	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 127	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 149	

ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 136	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 141	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 117	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 100	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 102	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 192	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 152	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 165	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 156	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 181	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 96	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 196	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 155	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 158	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 171	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 170	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 191	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 157	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 132	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 107	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 137	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 168	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 179	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 125	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 99	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 131	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 105	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 187	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 103	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 150	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 101	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 112	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 146	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 166	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 135	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 108	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 115	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 98	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 162	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 172	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 185	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 160	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 173	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 113	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 145	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 121	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 201	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 188	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 130	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 111	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 189	

ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 163	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 161	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 178	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 164	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 200	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 169	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 120	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 124	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 199	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 153	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 106	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 139	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 148	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 134	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 110	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 195	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 114	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 190	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 186	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 159	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 176	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 180	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 122	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 126	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 128	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 119	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 194	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 138	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 177	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 109	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 154	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 129	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 97	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 140	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 183	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 184	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 147	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 143	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 116	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 104	
ABILENE MAINTENANCE INC	13110	6001 TEXAS AV	
BEDSOLE ROBERT R &	58935	5842 OAKMONT DR	
BOLDEN ANTOINE XAVIER & SONIA	54850	20 SHADY BROOK CR	
BROKERAGE HOUSE INC	25519	6149 TEXAS AV	
BROKERAGE HOUSE INC	25519	6149 1/2 TEXAS AV	
BROKERAGE HOUSE INC	25519	6117 TEXAS AV	
C & W LAND LLC	59246	5826 OAKMONT DR	
C & W LAND LLC	59079	5834 OAKMONT DR	
CAFFREY MATHEW R & NANCY P	23040	1609 PARTRIDGE PL	
CANNON FAMILY TRUST	25255	6163 TEXAS AV	

CHARTER ANDREW	25746	1642 PARTRIDGE PL	
CHICO CHRISTIAN & LINDA	22892	1601 PARTRIDGE PL	
COLE KRISTI FADE	26112	1618 PARTRIDGE PL	
Confidential Owner	976251	5802 TEXAS AV	
Confidential Owner	26759	5826 CHACHALACA LN	
COOK RICHARD & NICOLE	77074	6125 HARTFORD ST	
COOK RICHARD & NICOLE	10205	6109 HARTFORD ST	
COOK RICHARD P & NICOLE L	1002237	6133 HARTFORD ST	
CUTLER TOMMIE FRANKLIN	10434	1473 DUB WRIGHT BL	
CUTLER TOMMIE FRANKLIN	10557	6002 TEXAS AV	
CUTLER TOMMIE FRANKLIN	35223	5918 TEXAS AV	
DAVENPORT SIERRA	23291	1625 PARTRIDGE PL	
DAVIS RHONDA MICHELLE	63014	2210 TITAN ST	
D'ENTREMONT SEAN	25477	1658 PARTRIDGE PL	
DULIN DIANNE FLINT	23167	1617 PARTRIDGE PL	
DULIN DIANNE FLINT	24603	1725 PARTRIDGE PL	
FL20 INC	206059		
GALVAN JENNIFER B	24470	1717 PARTRIDGE PL	
GRANT HEATHER A	24212	1701 PARTRIDGE PL	
GUERRA ARNULFO & DOROTHY	59383	5818 OAKMONT DR	
HALF LTD	109290	1409 DUB WRIGHT BL	
HARRINGTON PAULA	57590	31 SHADY BROOK CR	O
IBARRA KARLA L	22635	5818 QUAIL RUN	
JIMENEZ MELISSA M	26614	5834 CHACHALACA LN	
JIMENEZ TANYA	25862	1634 PARTRIDGE PL	
JOHNSON CYNTHIA G	23566	1641 PARTRIDGE PL	
JOYFUL MORNING PROPERTIES LLC	24978	1718 PARTRIDGE PL	
KRAMER BARRY G & CAROL A	22383	5833 QUAIL RUN	
LOPEZ BENNY R & ANALI	25220	1702 PARTRIDGE PL	
MARSHALL STEVE ELLIS &	10099	5933 HARTFORD ST	
MARTINEZ JOSEPH	22512	5841 QUAIL RUN	
MC FADIN GLENDA J	62876	2202 TITAN ST	
MITCHELL GLENN VINCENT & TERESA	13972	6149 HARTFORD ST	
MK POWELL PROPERTIES LLC	57196	37 SHADY BROOK CR	F
MONROE MICAH J &	26229	1610 PARTRIDGE PL	O
MORENO ALEJANDRA CAROLINA	23694	1649 PARTRIDGE PL	
MOXLEY JOHNNIE L & ANN G	22253	5825 QUAIL RUN	
NEWTON JAMES KYLE	57910	27 SHADY BROOK CR	
NIB INC & ROBERT CALK	56932	41 SHADY BROOK CR	
OWENS HUBERT & CLARA L	21250	6079 HARTFORD ST	
PEQUENO ISRAEL JR	26349	1602 PARTRIDGE PL	
POTTS W DAVID JR	48312	6021 HARTFORD ST	O
POTTS W DAVID JR	48312	6025 HARTFORD ST	O
PRICE RAYMOND CARL	57061	39 SHADY BROOK CR	
PRICE ROBERT M & BRENDA N	23439	1633 PARTRIDGE PL	
RITSON SARA	26891	5818 CHACHALACA LN	
ROCKING 4S VENTURES LLC	1093497	6157 TEXAS AV	
ROWLAND MARILYN V	107474	5842 CHACHALACA LN	
SALAM OMAR SAMIR	25619	1650 PARTRIDGE PL	

SALAS JIMMY JR	56655	45 SHADY BROOK CR	
SCHMIDT PATRICIA A & SCHMIDT THOMAS M	24090	1673 PARTRIDGE PL	
SCHULTZ MICHAEL	23969	1665 PARTRIDGE PL	
SHERMAN MELISSA A JIMENEZ	56789	43 SHADY BROOK CR	
SIMMONS WILLIAM JR	25337	1664 PARTRIDGE PL	
SKINNYS INC	25783	6181 TEXAS AV	
SMITH AARON	54718	22 SHADY BROOK CR	
SMITH GRANVILLE C & REBECCA A	57473	33 SHADY BROOK CR	
SMITH MILES & MICHELLE	23832	1657 PARTRIDGE PL	
SMITH YINDEE	37655	5815 TEXAS AV	
SMITH YINDEE	37655	5817 TEXAS AV	
SMITH YINDEE	37543	5825 TEXAS AV	
SPYKES JIMMY L & ELIZABETH A	25104	1710 PARTRIDGE PL	
STUART ANN KEITH	22122	5817 QUAIL RUN	
SUTHERLIN CAROLYN M	24341	1709 PARTRIDGE PL	
TAILLET ROBERT D	24733	1734 PARTRIDGE PL	
TAILLET ROBERT DEE SR	25989	1626 PARTRIDGE PL	
TATE REED V & CONNIE M	24858	1726 PARTRIDGE PL	
TURNER CLESTON DEAN	57341	35 SHADY BROOK CR	
U S GOVERNMENT	60991	233 TEXAS DR	
U S GOVERNMENT	60991	157 ALABAMA RD	
U S GOVERNMENT	60991	101 FLORIDA RD	
U S GOVERNMENT	60991	101 NEBRASKA ST	
U S GOVERNMENT	60991	106 NEBRASKA ST	
U S GOVERNMENT	60991	126 NEBRASKA ST	
U S GOVERNMENT	60991	120 ILLINOIS RD	
U S GOVERNMENT	60991	117 ILLINOIS RD	
U S GOVERNMENT	60991	107 ALABAMA RD	
U S GOVERNMENT	60991	152 ALABAMA RD	
U S GOVERNMENT	60991	113 DELAWARE RD	
U S GOVERNMENT	60991	120 FLORIDA RD	
U S GOVERNMENT	60991	122 NEBRASKA ST	
U S GOVERNMENT	60991	121 ILLINOIS RD	
U S GOVERNMENT	60991	121 RHODE ISLAND ST	
U S GOVERNMENT	60991	119 ALABAMA RD	
U S GOVERNMENT	60991	103 RHODE ISLAND ST	
U S GOVERNMENT	60991	106 MONTANA ST	
U S GOVERNMENT	60991	128 ALABAMA RD	
U S GOVERNMENT	60991	139 ALABAMA RD	
U S GOVERNMENT	60991	125 ALABAMA RD	
U S GOVERNMENT	60991	109 FLORIDA RD	
U S GOVERNMENT	60991	107 GEORGIA RD	
U S GOVERNMENT	60991	110 NEBRASKA ST	
U S GOVERNMENT	60991	113 RHODE ISLAND ST	
U S GOVERNMENT	60991	107 RHODE ISLAND ST	
U S GOVERNMENT	60991	108 ALABAMA RD	
U S GOVERNMENT	60991	111 MONTANA ST	
U S GOVERNMENT	60991	231 TEXAS DR	
U S GOVERNMENT	60991	124 RHODE ISLAND ST	

U S GOVERNMENT	60991	156 ALABAMA RD	
U S GOVERNMENT	60991	166 ALABAMA RD	
U S GOVERNMENT	60991	106 ALABAMA RD	
U S GOVERNMENT	60991	111 DELAWARE RD	
U S GOVERNMENT	60991	107 FLORIDA RD	
U S GOVERNMENT	60991	109 KANSAS RD	
U S GOVERNMENT	60991	114 ILLINOIS RD	
U S GOVERNMENT	60991	110 RHODE ISLAND ST	
U S GOVERNMENT	60991	123 DELAWARE RD	
U S GOVERNMENT	60991	101 KANSAS RD	
U S GOVERNMENT	60991	107 KANSAS RD	
U S GOVERNMENT	60991	107 ILLINOIS RD	
U S GOVERNMENT	60991	144 RHODE ISLAND ST	
U S GOVERNMENT	60991	110 MONTANA ST	
U S GOVERNMENT	60991	114 ALABAMA RD	
U S GOVERNMENT	60991	112 FLORIDA RD	
U S GOVERNMENT	60991	111 GEORGIA RD	
U S GOVERNMENT	60991	103 NEBRASKA ST	
U S GOVERNMENT	60991	120 NEBRASKA ST	
U S GOVERNMENT	60991	115 RHODE ISLAND ST	
U S GOVERNMENT	60991	136 ALABAMA RD	
U S GOVERNMENT	60991	151 ALABAMA RD	
U S GOVERNMENT	60991	122 RHODE ISLAND ST	
U S GOVERNMENT	60991	105 ALABAMA RD	
U S GOVERNMENT	60991	123 ALABAMA RD	
U S GOVERNMENT	60991	105 DELAWARE RD	
U S GOVERNMENT	60991	103 GEORGIA RD	
U S GOVERNMENT	60991	108 NEBRASKA ST	
U S GOVERNMENT	60991	114 NEBRASKA ST	
U S GOVERNMENT	60991	150 ALABAMA RD	
U S GOVERNMENT	60991	112 DELAWARE RD	
U S GOVERNMENT	60991	103 FLORIDA RD	
U S GOVERNMENT	60991	104 NEBRASKA ST	
U S GOVERNMENT	60991	106 ILLINOIS RD	
U S GOVERNMENT	60991	116 MONTANA ST	
U S GOVERNMENT	60991	102 DELAWARE RD	
U S GOVERNMENT	60991	106 DELAWARE RD	
U S GOVERNMENT	60991	118 DELAWARE RD	
U S GOVERNMENT	60991	120 DELAWARE RD	
U S GOVERNMENT	60991	110 KANSAS RD	
U S GOVERNMENT	60991	112 KANSAS RD	
U S GOVERNMENT	60991	116 ILLINOIS RD	
U S GOVERNMENT	60991	102 MONTANA ST	
U S GOVERNMENT	60991	122 ALABAMA RD	
U S GOVERNMENT	60991	113 ALABAMA RD	
U S GOVERNMENT	60991	160 ALABAMA RD	
U S GOVERNMENT	60991	124 DELAWARE RD	
U S GOVERNMENT	60991	107 NEBRASKA ST	
U S GOVERNMENT	60991	104 KANSAS RD	
U S GOVERNMENT	60991	110 ILLINOIS RD	
U S GOVERNMENT	60991	114 RHODE ISLAND ST	

U S GOVERNMENT	60991	101 MAINE RD	
U S GOVERNMENT	60991	105 MONTANA ST	
U S GOVERNMENT	60991	109 ALABAMA RD	
U S GOVERNMENT	60991	155 ALABAMA RD	
U S GOVERNMENT	60991	114 DELAWARE RD	
U S GOVERNMENT	60991	112 RHODE ISLAND ST	
U S GOVERNMENT	60991	138 ALABAMA RD	
U S GOVERNMENT	60991	140 ALABAMA RD	
U S GOVERNMENT	60991	117 ALABAMA RD	
U S GOVERNMENT	60991	162 ALABAMA RD	
U S GOVERNMENT	60991	116 NEBRASKA ST	
U S GOVERNMENT	60991	106 KANSAS RD	
U S GOVERNMENT	60991	108 KANSAS RD	
U S GOVERNMENT	60991	132 RHODE ISLAND ST	
U S GOVERNMENT	60991	141 ALABAMA RD	
U S GOVERNMENT	60991	104 FLORIDA RD	
U S GOVERNMENT	60991	113 GEORGIA RD	
U S GOVERNMENT	60991	109 NEBRASKA ST	
U S GOVERNMENT	60991	109 MAINE RD	
U S GOVERNMENT	60991	138 RHODE ISLAND ST	
U S GOVERNMENT	60991	114 FLORIDA RD	
U S GOVERNMENT	60991	117 MONTANA ST	
U S GOVERNMENT	60991	110 ALABAMA RD	
U S GOVERNMENT	60991	121 DELAWARE RD	
U S GOVERNMENT	60991	107 DELAWARE RD	
U S GOVERNMENT	60991	115 NEBRASKA ST	
U S GOVERNMENT	60991	142 RHODE ISLAND ST	
U S GOVERNMENT	60991	129 RHODE ISLAND ST	
U S GOVERNMENT	60991	102 ILLINOIS RD	
U S GOVERNMENT	60991	115 ILLINOIS RD	
U S GOVERNMENT	60991	130 RHODE ISLAND ST	
U S GOVERNMENT	60991	148 ALABAMA RD	
U S GOVERNMENT	60991	145 ALABAMA RD	
U S GOVERNMENT	60991	103 DELAWARE RD	
U S GOVERNMENT	60991	102 FLORIDA RD	
U S GOVERNMENT	60991	111 NEBRASKA ST	
U S GOVERNMENT	60991	111 MAINE RD	
U S GOVERNMENT	60991	140 RHODE ISLAND ST	
U S GOVERNMENT	60991	136 RHODE ISLAND ST	
U S GOVERNMENT	60991	147 ALABAMA RD	
U S GOVERNMENT	60991	153 ALABAMA RD	
U S GOVERNMENT	60991	102 GEORGIA RD	
U S GOVERNMENT	60991	116 KANSAS RD	
U S GOVERNMENT	60991	109 ILLINOIS RD	
U S GOVERNMENT	60991	239 TEXAS DR	
U S GOVERNMENT	60991	118 FLORIDA RD	
U S GOVERNMENT	60991	115 MONTANA ST	
U S GOVERNMENT	60991	113 MONTANA ST	
U S GOVERNMENT	60991	101 ALABAMA RD	
U S GOVERNMENT	60991	115 ALABAMA RD	
U S GOVERNMENT	60991	163 ALABAMA RD	

U S GOVERNMENT	60991	101 DELAWARE RD	
U S GOVERNMENT	60991	112 NEBRASKA ST	
U S GOVERNMENT	60991	118 KANSAS RD	
U S GOVERNMENT	60991	134 RHODE ISLAND ST	
U S GOVERNMENT	60991	112 ALABAMA RD	
U S GOVERNMENT	60991	102 ALABAMA RD	
U S GOVERNMENT	60991	105 FLORIDA RD	
U S GOVERNMENT	60991	117 NEBRASKA ST	
U S GOVERNMENT	60991	113 NEBRASKA ST	
U S GOVERNMENT	60991	112 ILLINOIS RD	
U S GOVERNMENT	60991	111 ALABAMA RD	
U S GOVERNMENT	60991	119 DELAWARE RD	
U S GOVERNMENT	60991	122 FLORIDA RD	
U S GOVERNMENT	60991	105 KANSAS RD	
U S GOVERNMENT	60991	108 ILLINOIS RD	
U S GOVERNMENT	60991	142 ALABAMA RD	
U S GOVERNMENT	60991	158 ALABAMA RD	
U S GOVERNMENT	60991	108 FLORIDA RD	
U S GOVERNMENT	60991	128 NEBRASKA ST	
U S GOVERNMENT	60991	101 MONTANA ST	
U S GOVERNMENT	60991	131 ALABAMA RD	
U S GOVERNMENT	60991	133 ALABAMA RD	
U S GOVERNMENT	60991	107 MAINE RD	
U S GOVERNMENT	60991	111 ILLINOIS RD	
U S GOVERNMENT	60991	143 ALABAMA RD	
U S GOVERNMENT	60991	122 DELAWARE RD	
U S GOVERNMENT	60991	109 GEORGIA RD	
U S GOVERNMENT	60991	105 MAINE RD	
U S GOVERNMENT	60991	113 ILLINOIS RD	
U S GOVERNMENT	60991	105 RHODE ISLAND ST	
U S GOVERNMENT	60991	110 DELAWARE RD	
U S GOVERNMENT	60991	102 NEBRASKA ST	
U S GOVERNMENT	60991	113 KANSAS RD	
U S GOVERNMENT	60991	104 ILLINOIS RD	
U S GOVERNMENT	60991	119 RHODE ISLAND ST	
U S GOVERNMENT	60991	132 ALABAMA RD	
U S GOVERNMENT	60991	112 MONTANA ST	
U S GOVERNMENT	60991	103 ALABAMA RD	
U S GOVERNMENT	60991	121 ALABAMA RD	
U S GOVERNMENT	60991	159 ALABAMA RD	
U S GOVERNMENT	60991	125 DELAWARE RD	
U S GOVERNMENT	60991	132 NEBRASKA ST	
U S GOVERNMENT	60991	103 MAINE RD	
U S GOVERNMENT	60991	125 RHODE ISLAND ST	
U S GOVERNMENT	60991	101 RHODE ISLAND ST	
U S GOVERNMENT	60991	128 RHODE ISLAND ST	
U S GOVERNMENT	60991	134 ALABAMA RD	
U S GOVERNMENT	60991	161 ALABAMA RD	
U S GOVERNMENT	60991	104 GEORGIA RD	
U S GOVERNMENT	60991	108 GEORGIA RD	
U S GOVERNMENT	60991	119 GEORGIA RD	

U S GOVERNMENT	60991	101 ILLINOIS RD	
U S GOVERNMENT	60991	116 RHODE ISLAND ST	
U S GOVERNMENT	60991	103 MONTANA ST	
U S GOVERNMENT	60991	114 MONTANA ST	
U S GOVERNMENT	60991	144 ALABAMA RD	
U S GOVERNMENT	60991	106 FLORIDA RD	
U S GOVERNMENT	60991	110 FLORIDA RD	
U S GOVERNMENT	60991	130 NEBRASKA ST	
U S GOVERNMENT	60991	127 RHODE ISLAND ST	
U S GOVERNMENT	60991	117 RHODE ISLAND ST	
U S GOVERNMENT	60991	107 MONTANA ST	
U S GOVERNMENT	60991	135 ALABAMA RD	
U S GOVERNMENT	60991	129 ALABAMA RD	
U S GOVERNMENT	60991	108 DELAWARE RD	
U S GOVERNMENT	60991	117 DELAWARE RD	
U S GOVERNMENT	60991	124 NEBRASKA ST	
U S GOVERNMENT	60991	115 KANSAS RD	
U S GOVERNMENT	60991	120 RHODE ISLAND ST	
U S GOVERNMENT	60991	101 GEORGIA RD	
U S GOVERNMENT	60991	124 ALABAMA RD	
U S GOVERNMENT	60991	108 MONTANA ST	
U S GOVERNMENT	60991	109 MONTANA ST	
U S GOVERNMENT	60991	130 ALABAMA RD	
U S GOVERNMENT	60991	116 ALABAMA RD	
U S GOVERNMENT	60991	116 FLORIDA RD	
U S GOVERNMENT	60991	111 FLORIDA RD	
U S GOVERNMENT	60991	134 NEBRASKA ST	
U S GOVERNMENT	60991	123 RHODE ISLAND ST	
U S GOVERNMENT	60991	118 RHODE ISLAND ST	
U S GOVERNMENT	60991	104 MONTANA ST	
U S GOVERNMENT	60991	126 ALABAMA RD	
U S GOVERNMENT	60991	120 ALABAMA RD	
U S GOVERNMENT	60991	126 DELAWARE RD	
U S GOVERNMENT	60991	115 GEORGIA RD	
U S GOVERNMENT	60991	119 NEBRASKA ST	
U S GOVERNMENT	60991	105 ILLINOIS RD	
U S GOVERNMENT	60991	111 RHODE ISLAND ST	
U S GOVERNMENT	60991	104 ALABAMA RD	
U S GOVERNMENT	60991	154 ALABAMA RD	
U S GOVERNMENT	60991	115 DELAWARE RD	
U S GOVERNMENT	60991	118 NEBRASKA ST	
U S GOVERNMENT	60991	103 KANSAS RD	
U S GOVERNMENT	60991	119 ILLINOIS RD	
U S GOVERNMENT	60991	105 GEORGIA RD	
U S GOVERNMENT	60991	137 ALABAMA RD	
U S GOVERNMENT	60991	127 ALABAMA RD	
U S GOVERNMENT	60991	149 ALABAMA RD	
U S GOVERNMENT	60991	109 DELAWARE RD	
U S GOVERNMENT	60991	105 NEBRASKA ST	
U S GOVERNMENT	60991	111 KANSAS RD	
U S GOVERNMENT	60991	131 RHODE ISLAND ST	

U S GOVERNMENT	60991	104 DELAWARE RD	
U S GOVERNMENT	60991	146 ALABAMA RD	
U S GOVERNMENT	60991	113 MAINE RD	
U S GOVERNMENT	60991	114 KANSAS RD	
U S GOVERNMENT	60991	109 RHODE ISLAND ST	
U S GOVERNMENT	60991	106 GEORGIA RD	
U S GOVERNMENT	60991	103 ILLINOIS RD	
U S GOVERNMENT	60991	116 DELAWARE RD	
U S GOVERNMENT	60991	118 ILLINOIS RD	
U S GOVERNMENT	60991	232 TEXAS DR	
U S GOVERNMENT	60991	126 RHODE ISLAND ST	
U S GOVERNMENT	60991	164 ALABAMA RD	
U S GOVERNMENT	60991	102 KANSAS RD	
U S GOVERNMENT	60991	118 ALABAMA RD	
U S GOVERNMENT	60991	117 GEORGIA RD	
U S GOVERNMENT	60991	32 LOUISIANA RD	
VOLCKO HERBERT & LARAE	54584	24 SHADY BROOK CR	
WERNER TAMMY	57723	29 SHADY BROOK CR	
WHITELEY JUSTIN H	54456	26 SHADY BROOK CR	

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

OWNER	PROPERTY ID	SITUS	RESPONSE
	0	100 LOUISIANA RD	
	0	800 ARNOLD BL	
	0	1752X DUB WRIGHT BL	
MARSHALL STEVE ELLIS &	10099	5933 HARTFORD ST	
COOK RICHARD & NICOLE	10205	6109 HARTFORD ST	
CUTLER TOMMIE FRANKLIN	10434	1473 DUB WRIGHT BL	
CUTLER TOMMIE FRANKLIN	10557	6002 TEXAS AV	
ABILENE CITY OF TRUSTEE	10684	1409 COVEY LN	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 142	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 182	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 151	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 167	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 174	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 118	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 198	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 197	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 193	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 175	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 123	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 133	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 144	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 127	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 149	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 136	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 141	

ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 117	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 100	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 102	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 192	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 152	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 165	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 156	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 181	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 96	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 196	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 155	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 158	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 171	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 170	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 191	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 157	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 132	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 107	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 137	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 168	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 179	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 125	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 99	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 131	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 105	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 187	
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ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 150	
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ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 146	
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ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 121	
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ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 147	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 143	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 116	
ABILENE MAINTENANCE INC	12987	6101 TEXAS AV 104	
ABILENE MAINTENANCE INC	13110	6001 TEXAS AV	
MITCHELL GLENN VINCENT & TERESA	13972	6149 HARTFORD ST	
OWENS HUBERT & CLARA L	21250	6079 HARTFORD ST	
STUART ANN KEITH	22122	5817 QUAIL RUN	
MOXLEY JOHNNIE L & ANN G	22253	5825 QUAIL RUN	
KRAMER BARRY G & CAROL A	22383	5833 QUAIL RUN	
MARTINEZ JOSEPH	22512	5841 QUAIL RUN	
IBARRA KARLA L	22635	5818 QUAIL RUN	
CHICO CHRISTIAN & LINDA	22892	1601 PARTRIDGE PL	
CAFFREY MATHEW R & NANCY P	23040	1609 PARTRIDGE PL	
DULIN DIANNE FLINT	23167	1617 PARTRIDGE PL	
DAVENPORT SIERRA	23291	1625 PARTRIDGE PL	

PRICE ROBERT M & BRENDA N	23439	1633 PARTRIDGE PL	
JOHNSON CYNTHIA G	23566	1641 PARTRIDGE PL	
MORENO ALEJANDRA CAROLINA	23694	1649 PARTRIDGE PL	
SMITH MILES & MICHELLE	23832	1657 PARTRIDGE PL	
SCHULTZ MICHAEL	23969	1665 PARTRIDGE PL	
SCHMIDT PATRICIA A & SCHMIDT THOMAS M	24090	1673 PARTRIDGE PL	
GRANT HEATHER A	24212	1701 PARTRIDGE PL	
SUTHERLIN CAROLYN M	24341	1709 PARTRIDGE PL	
GALVAN JENNIFER B	24470	1717 PARTRIDGE PL	
DULIN DIANNE FLINT	24603	1725 PARTRIDGE PL	
TAILLET ROBERT D	24733	1734 PARTRIDGE PL	
TATE REED V & CONNIE M	24858	1726 PARTRIDGE PL	
JOYFUL MORNING PROPERTIES LLC	24978	1718 PARTRIDGE PL	
SPYKES JIMMY L & ELIZABETH A	25104	1710 PARTRIDGE PL	
LOPEZ BENNY R & ANALI	25220	1702 PARTRIDGE PL	
CANNON FAMILY TRUST	25255	6163 TEXAS AV	
SIMMONS WILLIAM JR	25337	1664 PARTRIDGE PL	
D'ENTREMONT SEAN	25477	1658 PARTRIDGE PL	
BROKERAGE HOUSE INC	25519	6149 TEXAS AV	
BROKERAGE HOUSE INC	25519	6149 1/2 TEXAS AV	
BROKERAGE HOUSE INC	25519	6117 TEXAS AV	
SALAM OMAR SAMIR	25619	1650 PARTRIDGE PL	
CHARTER ANDREW	25746	1642 PARTRIDGE PL	
SKINNYS INC	25783	6181 TEXAS AV	
JIMENEZ TANYA	25862	1634 PARTRIDGE PL	
TAILLET ROBERT DEE SR	25989	1626 PARTRIDGE PL	
COLE KRISTI FADE	26112	1618 PARTRIDGE PL	
MONROE MICAH J &	26229	1610 PARTRIDGE PL	O
PEQUENO ISRAEL JR	26349	1602 PARTRIDGE PL	
JIMENEZ MELISSA M	26614	5834 CHACHALACA LN	
Confidential Owner	26759	5826 CHACHALACA LN	
RITSON SARA	26891	5818 CHACHALACA LN	
CUTLER TOMMIE FRANKLIN	35223	5918 TEXAS AV	
SMITH YINDEE	37543	5825 TEXAS AV	
SMITH YINDEE	37655	5815 TEXAS AV	
SMITH YINDEE	37655	5817 TEXAS AV	
POTTS W DAVID JR	48312	6021 HARTFORD ST	O
POTTS W DAVID JR	48312	6025 HARTFORD ST	O
WHITELEY JUSTIN H	54456	26 SHADY BROOK CR	
VOLCKO HERBERT & LARAE	54584	24 SHADY BROOK CR	
SMITH AARON	54718	22 SHADY BROOK CR	
BOLDEN ANTOINE XAVIER & SONIA	54850	20 SHADY BROOK CR	
SALAS JIMMY JR	56655	45 SHADY BROOK CR	
SHERMAN MELISSA A JIMENEZ	56789	43 SHADY BROOK CR	
NIB INC & ROBERT CALK	56932	41 SHADY BROOK CR	
PRICE RAYMOND CARL	57061	39 SHADY BROOK CR	
MK POWELL PROPERTIES LLC	57196	37 SHADY BROOK CR	F
TURNER CLESTON DEAN	57341	35 SHADY BROOK CR	
SMITH GRANVILLE C & REBECCA	57473	33 SHADY BROOK CR	

A			
HARRINGTON PAULA	57590	31 SHADY BROOK CR	O
WERNER TAMMY	57723	29 SHADY BROOK CR	
NEWTON JAMES KYLE	57910	27 SHADY BROOK CR	
BEDSOLE ROBERT R &	58935	5842 OAKMONT DR	
C & W LAND LLC	59079	5834 OAKMONT DR	
C & W LAND LLC	59246	5826 OAKMONT DR	
GUERRA ARNULFO & DOROTHY	59383	5818 OAKMONT DR	
U S GOVERNMENT	60991	233 TEXAS DR	
U S GOVERNMENT	60991	157 ALABAMA RD	
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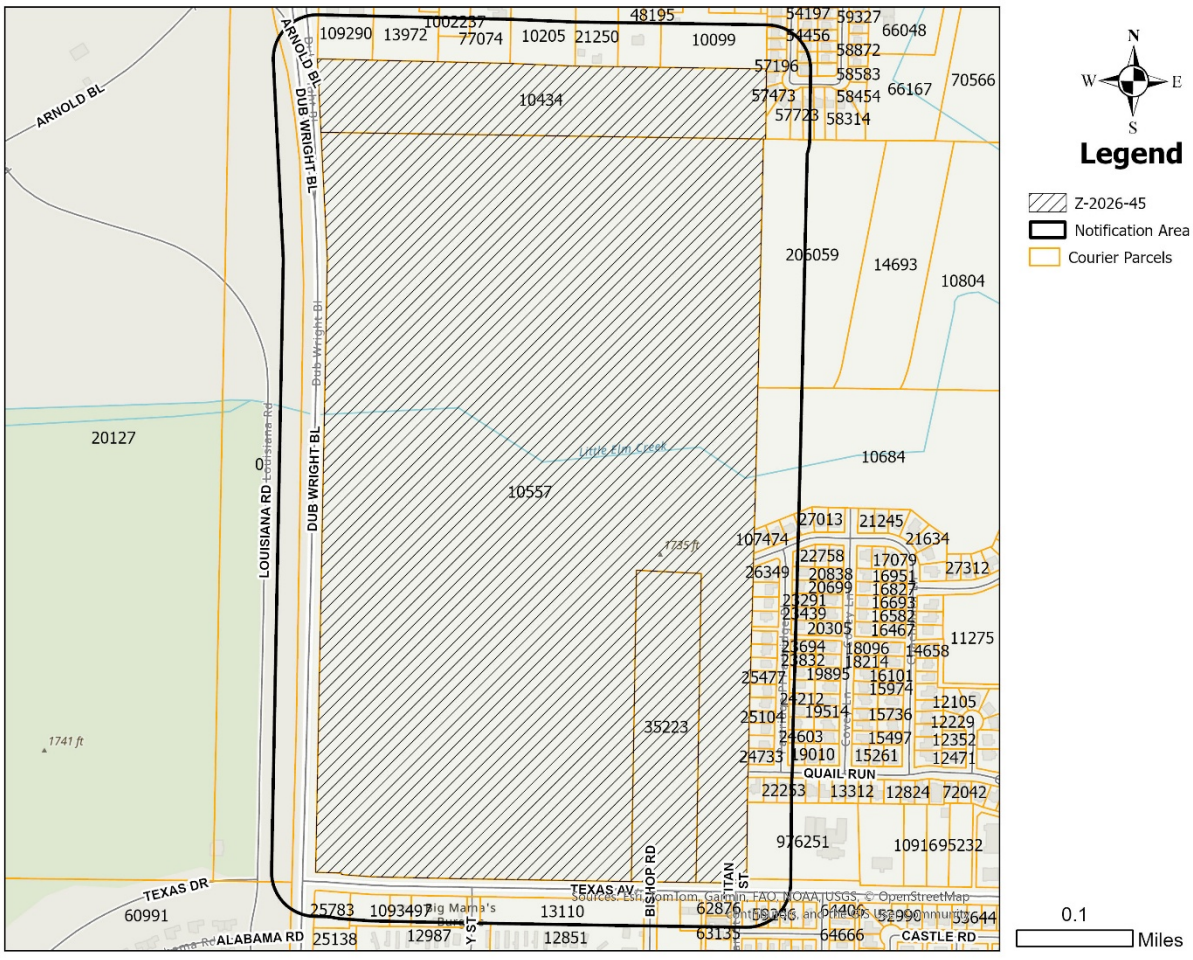
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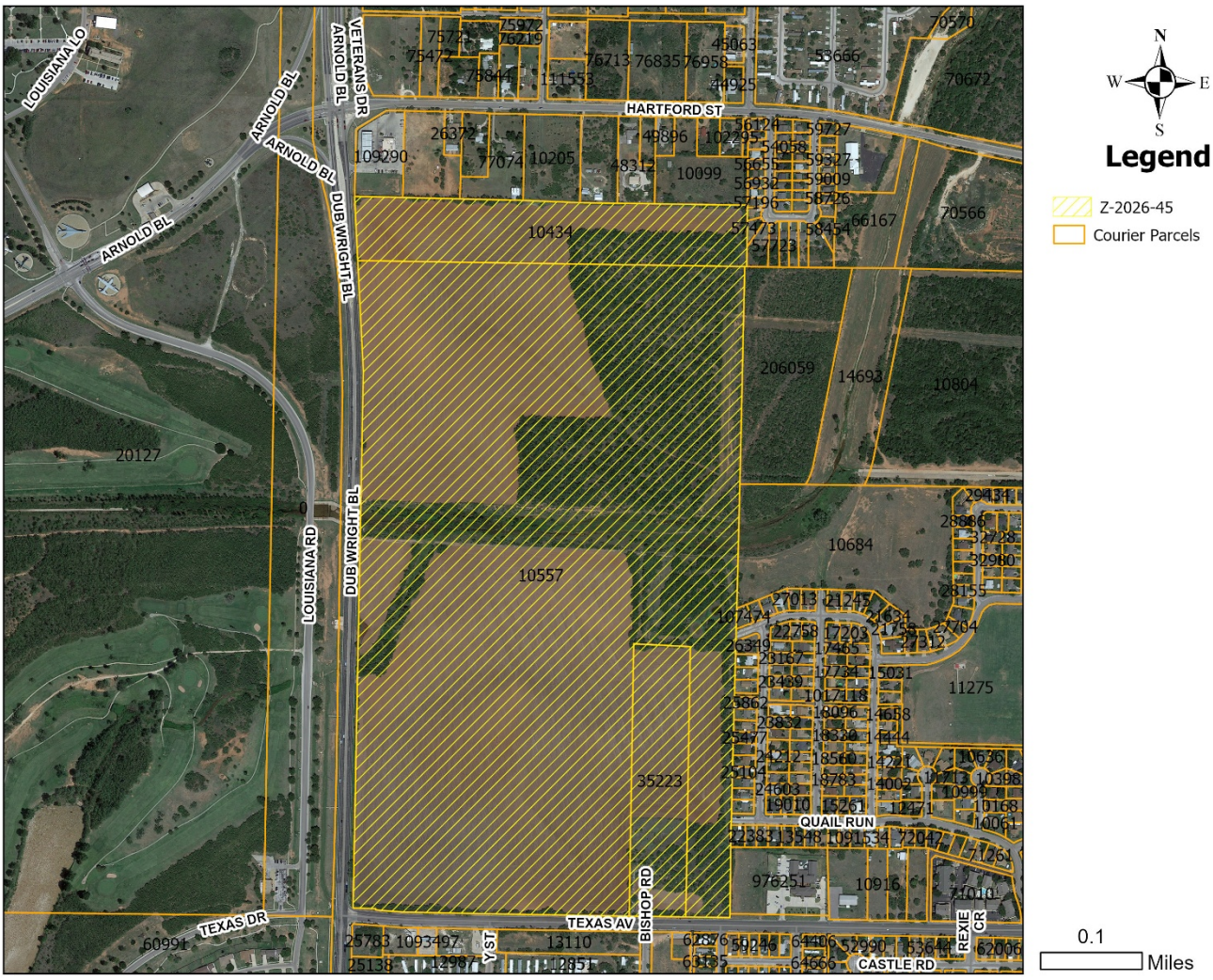
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U S GOVERNMENT	60991	118 RHODE ISLAND ST	
U S GOVERNMENT	60991	104 MONTANA ST	
U S GOVERNMENT	60991	126 ALABAMA RD	
U S GOVERNMENT	60991	120 ALABAMA RD	
U S GOVERNMENT	60991	126 DELAWARE RD	
U S GOVERNMENT	60991	115 GEORGIA RD	
U S GOVERNMENT	60991	119 NEBRASKA ST	
U S GOVERNMENT	60991	105 ILLINOIS RD	
U S GOVERNMENT	60991	111 RHODE ISLAND ST	
U S GOVERNMENT	60991	104 ALABAMA RD	
U S GOVERNMENT	60991	154 ALABAMA RD	
U S GOVERNMENT	60991	115 DELAWARE RD	
U S GOVERNMENT	60991	118 NEBRASKA ST	
U S GOVERNMENT	60991	103 KANSAS RD	
U S GOVERNMENT	60991	119 ILLINOIS RD	
U S GOVERNMENT	60991	105 GEORGIA RD	
U S GOVERNMENT	60991	137 ALABAMA RD	
U S GOVERNMENT	60991	127 ALABAMA RD	
U S GOVERNMENT	60991	149 ALABAMA RD	
U S GOVERNMENT	60991	109 DELAWARE RD	
U S GOVERNMENT	60991	105 NEBRASKA ST	
U S GOVERNMENT	60991	111 KANSAS RD	
U S GOVERNMENT	60991	131 RHODE ISLAND ST	
U S GOVERNMENT	60991	104 DELAWARE RD	
U S GOVERNMENT	60991	146 ALABAMA RD	
U S GOVERNMENT	60991	113 MAINE RD	
U S GOVERNMENT	60991	114 KANSAS RD	
U S GOVERNMENT	60991	109 RHODE ISLAND ST	
U S GOVERNMENT	60991	106 GEORGIA RD	
U S GOVERNMENT	60991	103 ILLINOIS RD	
U S GOVERNMENT	60991	116 DELAWARE RD	
U S GOVERNMENT	60991	118 ILLINOIS RD	
U S GOVERNMENT	60991	232 TEXAS DR	
U S GOVERNMENT	60991	126 RHODE ISLAND ST	
U S GOVERNMENT	60991	164 ALABAMA RD	
U S GOVERNMENT	60991	102 KANSAS RD	

U S GOVERNMENT	60991	118 ALABAMA RD	
U S GOVERNMENT	60991	117 GEORGIA RD	
U S GOVERNMENT	60991	32 LOUISIANA RD	
MC FADIN GLENDA J	62876	2202 TITAN ST	
DAVIS RHONDA MICHELLE	63014	2210 TITAN ST	
COOK RICHARD & NICOLE	77074	6125 HARTFORD ST	
ROWLAND MARILYN V	107474	5842 CHACHALACA LN	
HALF LTD	109290	1409 DUB WRIGHT BL	
FL20 INC	206059		
Confidential Owner	976251	5802 TEXAS AV	
COOK RICHARD P & NICOLE L	1002237	6133 HARTFORD ST	
ROCKING 4S VENTURES LLC	1093497	6157 TEXAS AV	

NOTIFICATION MAP

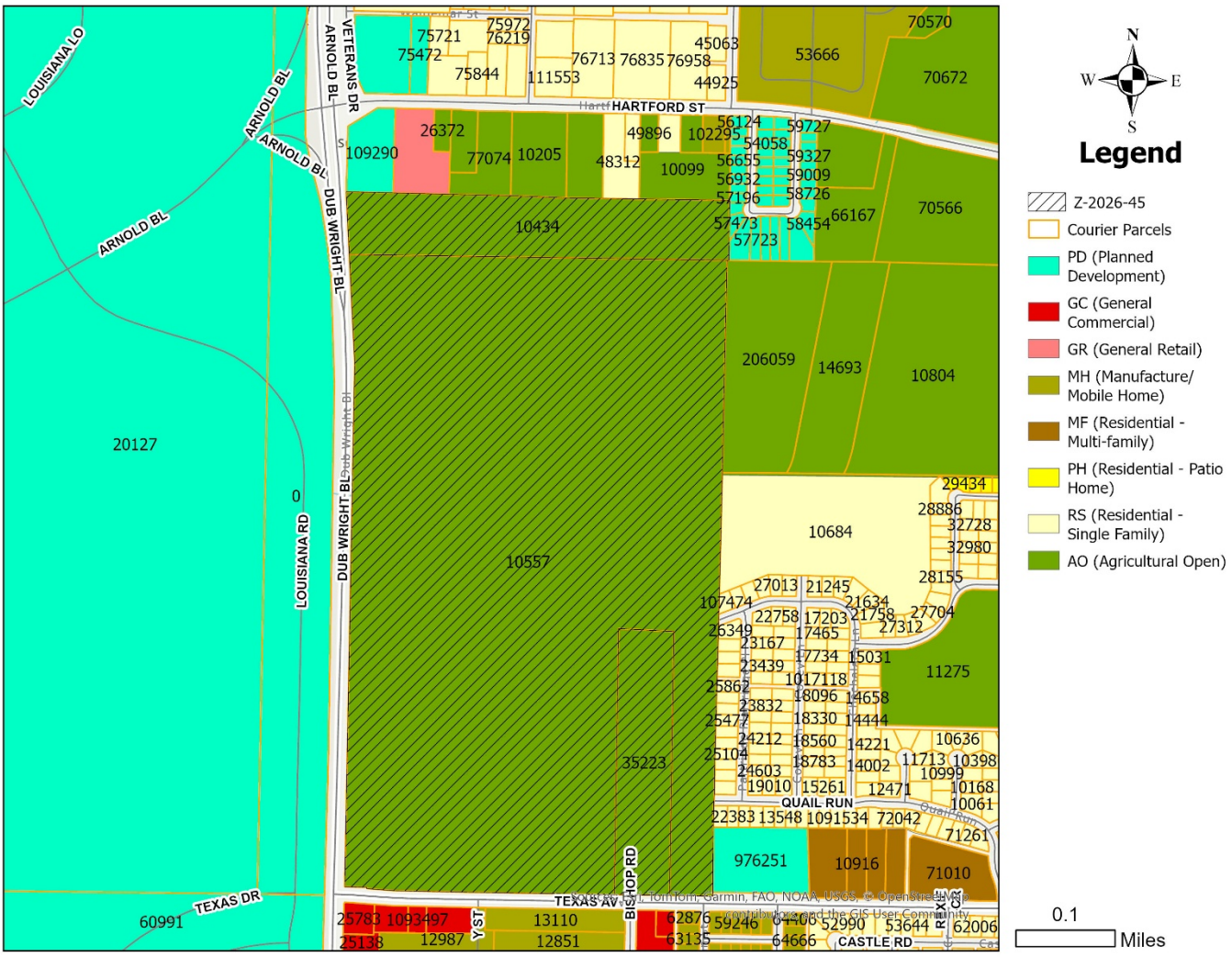


LOCATION MAP



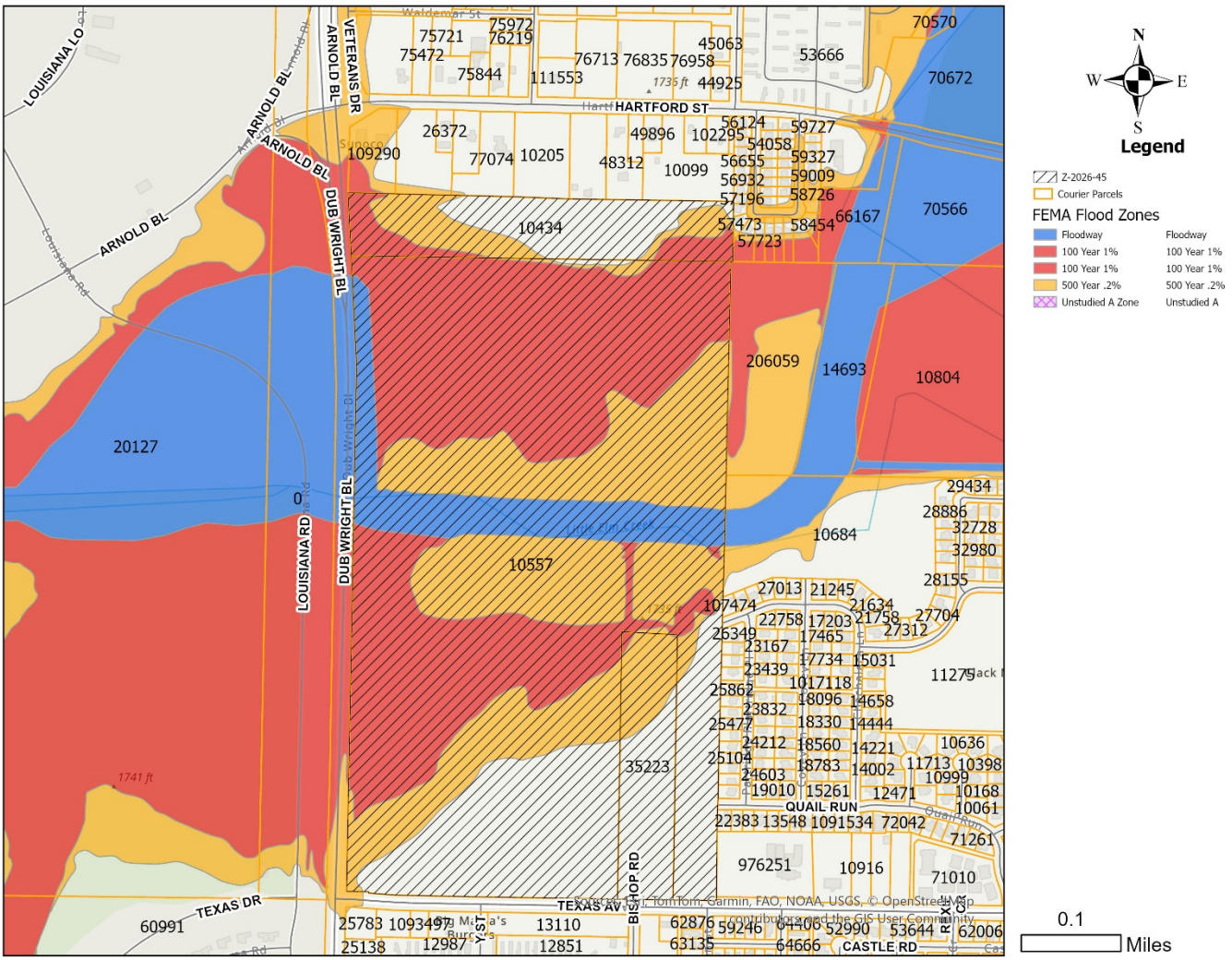
Case # Z-2026-45
July 20, 2026

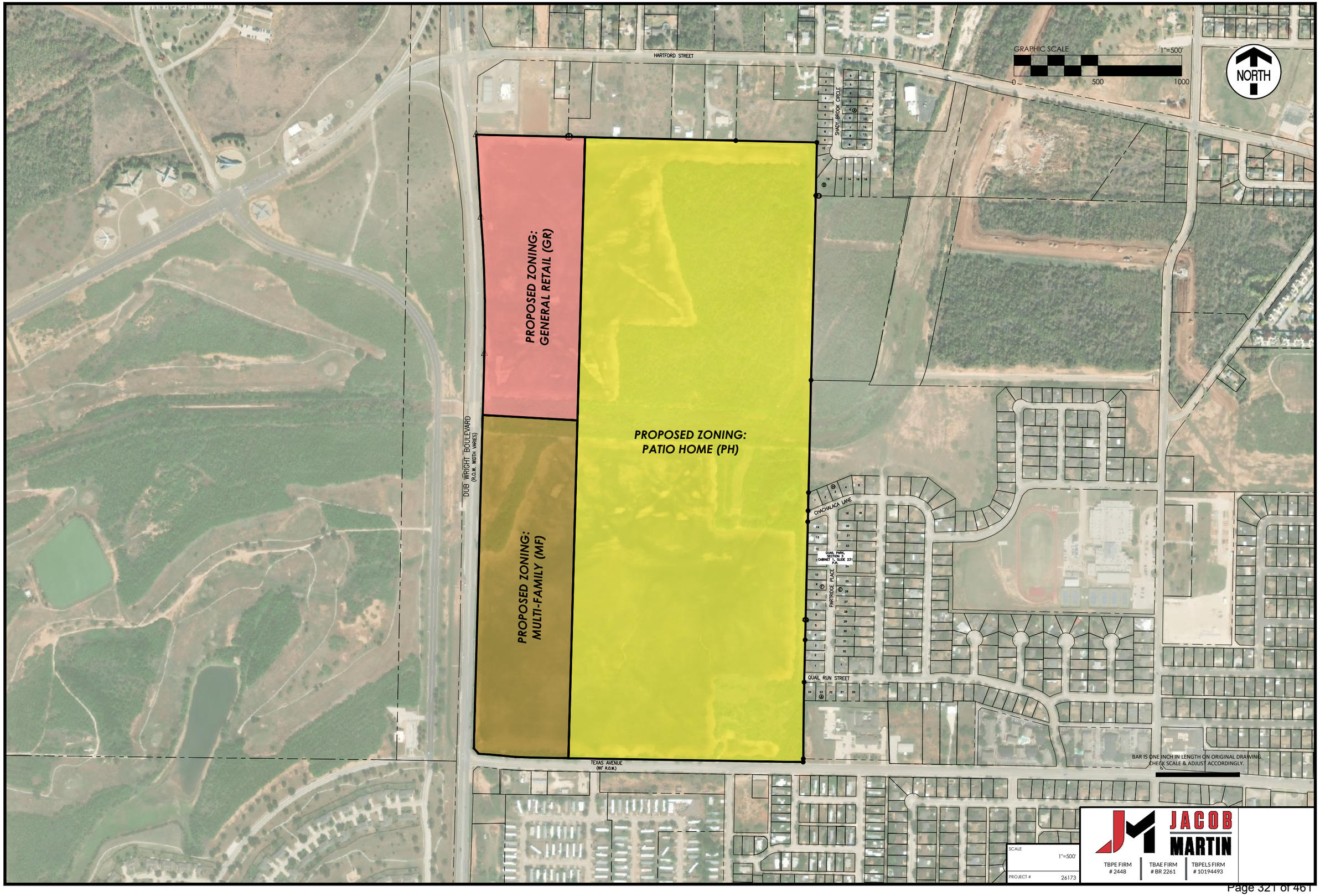
ZONING MAP



Case # Z-2026-45
July 20, 2026

FLOOD MAP


N
W
E
S
Legend
Z-2026-45
Courier Parcels
FEMA Flood Zones
Floodway
100 Year 1%
100 Year 1%
500 Year .2%
Unstudied A Zone
Floodway
100 Year 1%
100 Year 1%
500 Year .2%
Unstudied A
0.1
Miles
ARNOLD BL
VETERANS DR
DUB WRIGHT BL
LOUISIANA RD
HARTFORD ST
QUAIL RUN
CASTLE RD
TEXAS DR
TEXAS AV
BISHOP RD
Live Elm Creek
Quail Run
Waldemar St
1735 ft
1741 ft
1725 ft
20127
0
10434
10557
35223
206059
14693
10804
10684
976251
10916
71010
71261
70570
70672
70566
53666
45063
44925
75972
76219
75721
75472
75844
111553
76713
76835
76958
26372
109290
77074
10205
48312
10099
49896
102295
56124
54058
59727
56655
59327
56932
59009
57196
58726
57473
58454
66167
57723
29434
28886
32728
32980
28155
27013
21245
107474
21634
22758
17203
21758
27704
25349
17465
27312
23167
17734
15031
23439
1017118
11275
25862
18096
14658
23832
18330
14444
25477
24212
18560
14221
10636
25104
18783
14002
11713
10398
24603
10999
19010
15261
12471
10168
10061
22383
13548
1091534
72042
62876
59246
64100
52990
53644
62006
63135
64666
25783
1093497
13110
25138
12987
12851
60991



SCALE 1"=500'

PROJECT # 26173

JACOB MARTIN

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

Plotted by: clayton farrow Plot Date: 6/30/2026 8:57 AM

Saved By: cfarrow Save Time: 6/30/2026 8:56 AM

X:\C.N_Waldrop\26173 - Cutler 165 Acre Tract - Aaron Waldrop\Engineering\Zoning\Zoning Graphic Exhibit.dwg

Zoning notification

8-3-26

I am opposed

The proposed area includes the water catchment area of Little Elm Creek. That creek floods occasionally on Hartford Road closing the road. When the proposed area is developed more water and at higher flow rates will occur in that creek down stream from the development. Currently some of the water is absorbed in by the land. After the land is developed and covered with concrete and building that water will no longer be absorbed. I would hope that the developers would have a plan for managing the rain water and flood waters in the development. What does the developing property owners proposed to do mitigate the downstream flooding that will develop? The problem now is a small and rare occurrence but will most likely increase after development if not mitigated.

Respectfully,

P J Harrington

Paula Harrington
31 Shady Brook Circle
Parcel ID 57590

CITY OF ABILENE TEXAS

MK POWELL PROPERTIES LLC
2249 S 41ST ST
ABILENE, TX 79602-6952

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2026-45 **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 166.9 acres from Agricultural Open (AO) to Patio Homes (PH), Multi-Family (MF), and General Retail (GR). Located at 6002 Texas Avenue. Legal Description Being 166.9 Acres out of and a part of Lots 5 & 6, of the Anderson & Berry's Subdivision of the Alexander Thompson Survey No. 37, Abstract No. 317, 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 **September 10, 2026, at 8:30 AM** in the Council Chambers.

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

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ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-45

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

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

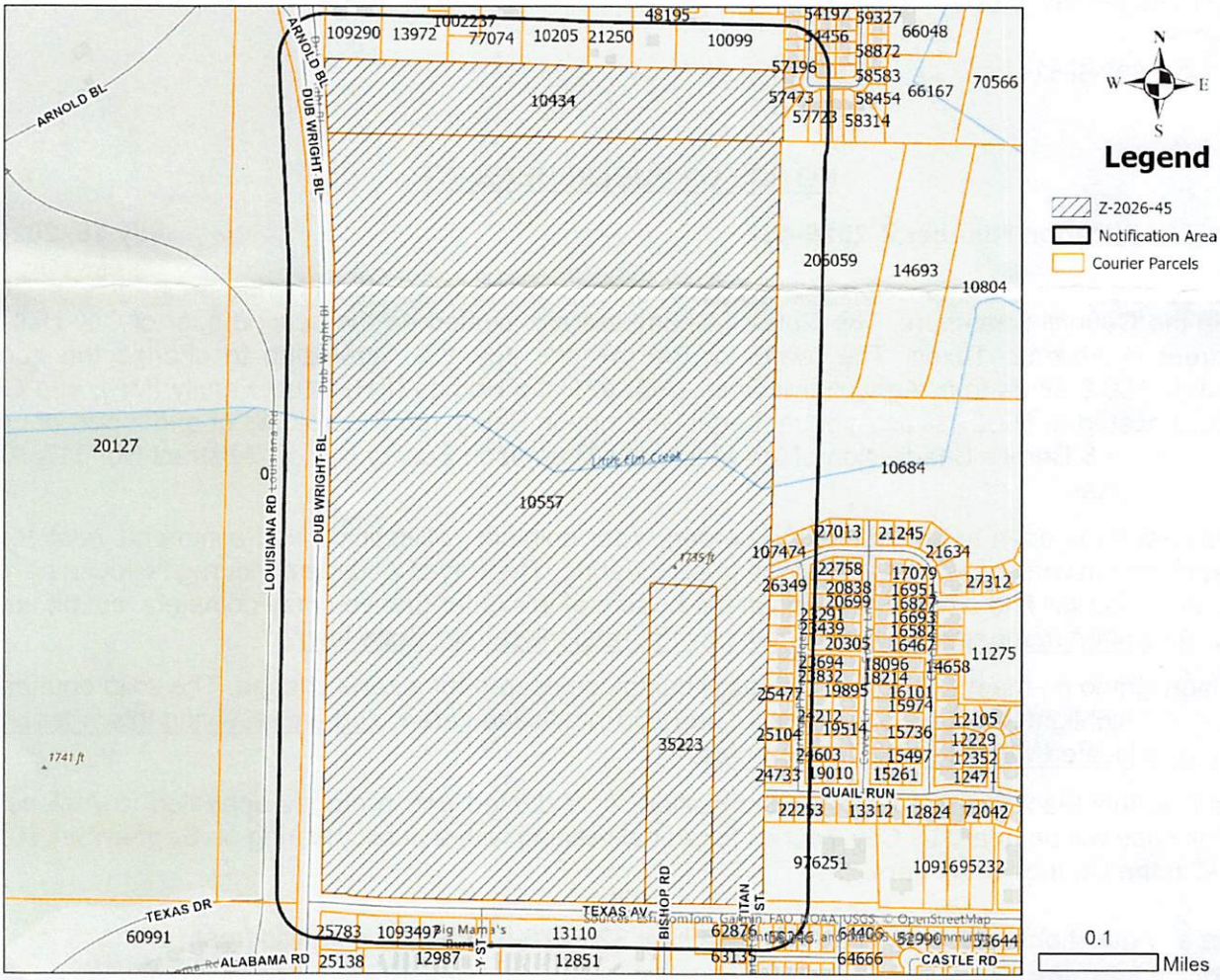
Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Property Zoning:	AO	Your Name:	MK POWELL	I am in favor ☒
Requestor's Proposed Zoning:	PH, MF, GR	Your Address:	37 SHADY BROOK CR	
Requestor's Parcel ID:	10434, 10557, 35223	Your Parcel ID:	57196	I am opposed ☐

Signature: Mike Powell

CITY OF ABILENE TEXAS

Z-2026-45



If opposed, please provide comments:

Outlook

Zoning application #z-2026-45

From kristinahayes02@yahoo.com <kristinahayes02@yahoo.com>
Date Wed 7/22/2026 9:45 AM
To Planning Services <planning@abilenetx.gov>

To whom it may concern,

My household is opposed to zoning with the exception being if the easement between Partridge place and the field to the west being repurposed to an alleyway. This easement is an issue for navigating in and out of our property from the back. If rezoning means this will be turned into a accessible alleyway, then we are in favor. Otherwise, we are opposed.

-The Monroe Family
1610 Partridge Place

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-45

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.

AUG 7 AM10:15

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

Requestor's Property Zoning:	AO	Your Name:	POTTS W DAVID JR	I am in favor ☐
Requestor's Proposed Zoning:	PH, MF, GR	Your Address:	6021 HARTFORD ST	
Requestor's Parcel ID:	10434, 10557, 35223	Your Parcel ID:	48312	I am opposed ☑

Signature: David Potts

If opposed, please provide comments:

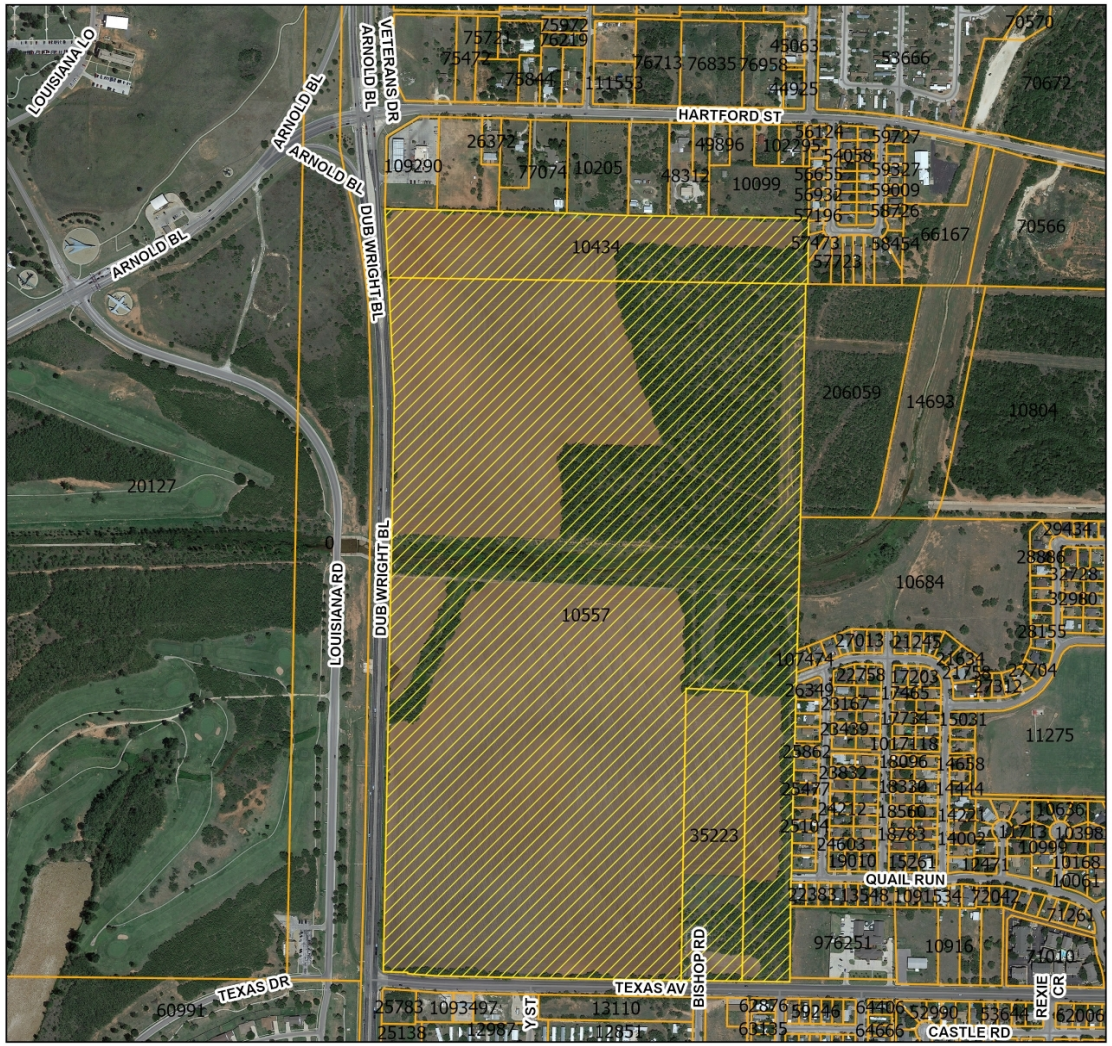
Hate to see prime tillable land converted to cracker box housing.

REZONE REQUEST

Case:	Z-2026-45
Owner:	Aaron Waldrop
Agent:	Jacob & Martin, LLC
Request:	Change the zoning of approximately 166.9 acres from Agricultural Open (AO) to Patio Home (PH), Multi-Family (MF), and General Retail (GR)
Location:	Located at 6002 Texas Av
Notification:	1 in Favor, 3 in Opposition
Planning & Zoning:	August 4, 2026
Council Hearing:	August 27, 2026
	September 10, 2026

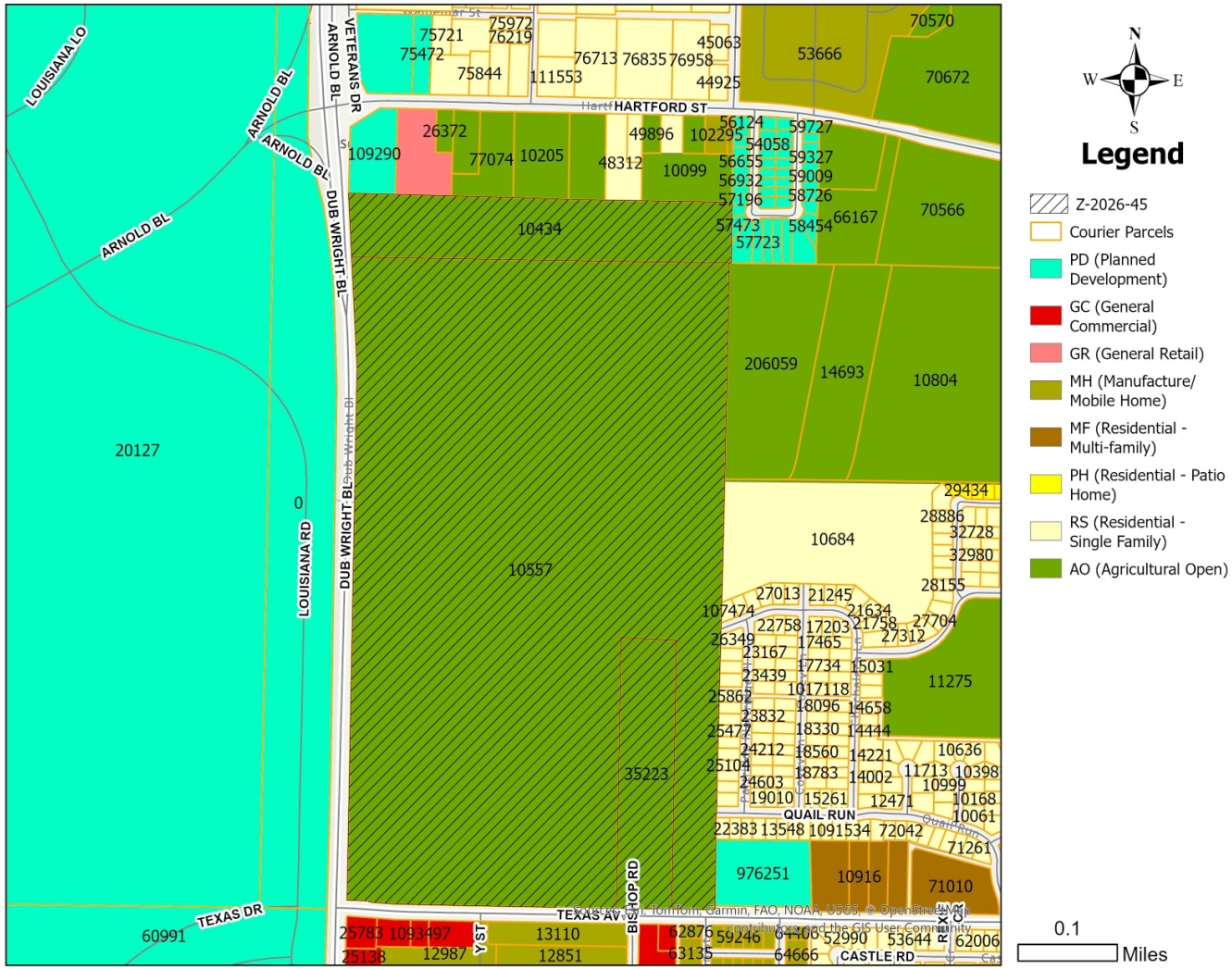
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

PROPERTY & NEIGHBORING VIEWS





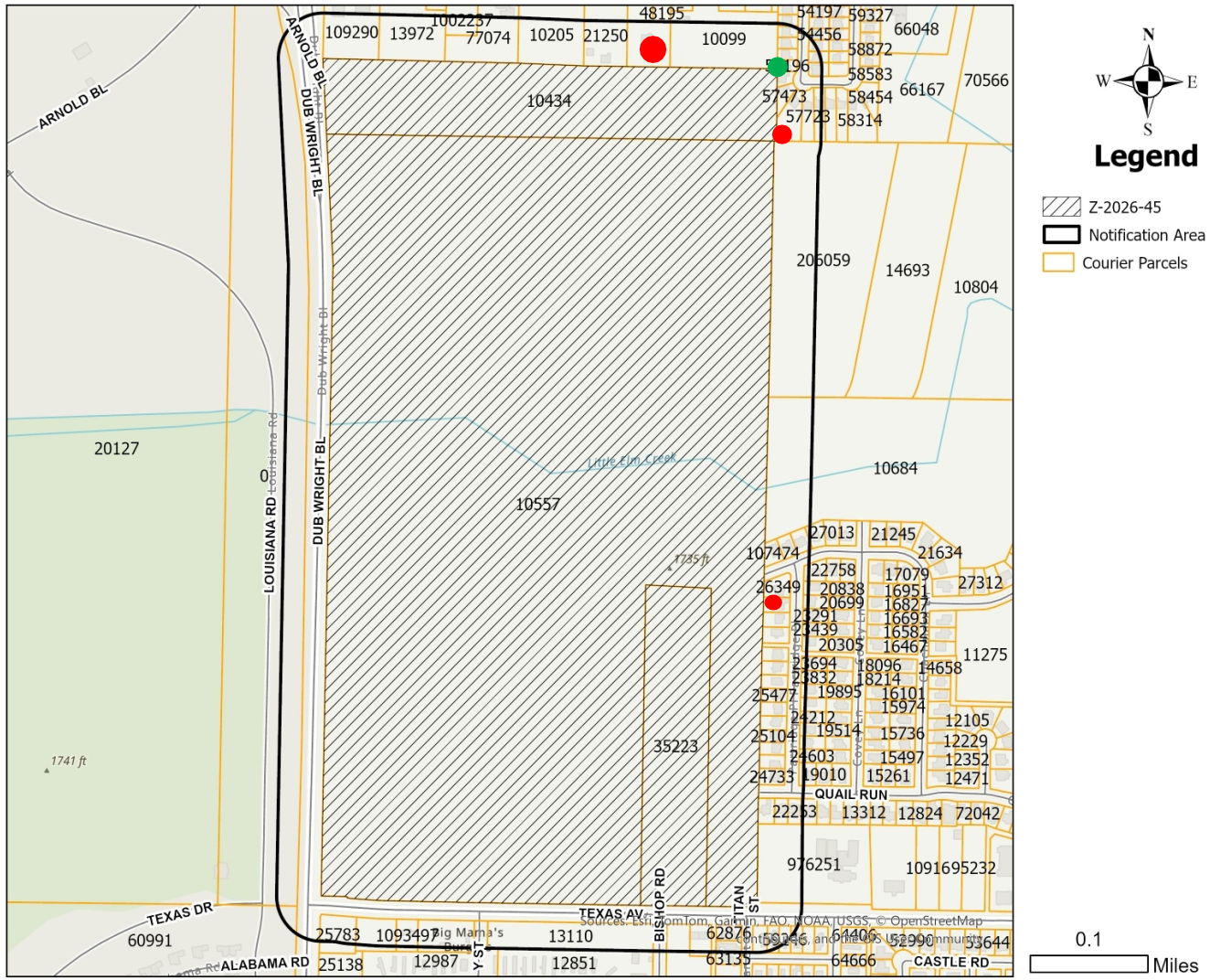






CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



N
W E
S

Legend

- Z-2026-45
- Notification Area
- Courier Parcels

0.1 Miles

1 - in Favor -

3- in Opposition –

2.78% Opposition

CITY OF ABILENE TEXAS

USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

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

CITY OF ABILENE TEXAS

USES IN PATIO HOME ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P/C	Day Care Operation – Home Based
P	Drive-Thru Facility
TP	Field Office or Construction Office (temporary)
C	Freight Container
P	Fuel Sales
P	Garage Sales
P	Home Occupation
TP	Itinerant Business
P	Manufacturing (incidental)
TP	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
P	Recreation Equipment, Mobile (storage and parking)
P	Recycling Collection Point
P	Subdivision Sales Office (temporary)
P	Swimming Pools, Private (accessory to residential use)
P	Tennis Courts, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

P/C	Automobile Wash
C	Funeral Home/ Mortuary/Morgue
P	Kennel (Without Outdoor Pens)
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Personal Services
C	Printing, Copying, Reproduction, Publishing
P	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
C	Tattoo Parlor
P	Veterinary Service (small animals)

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

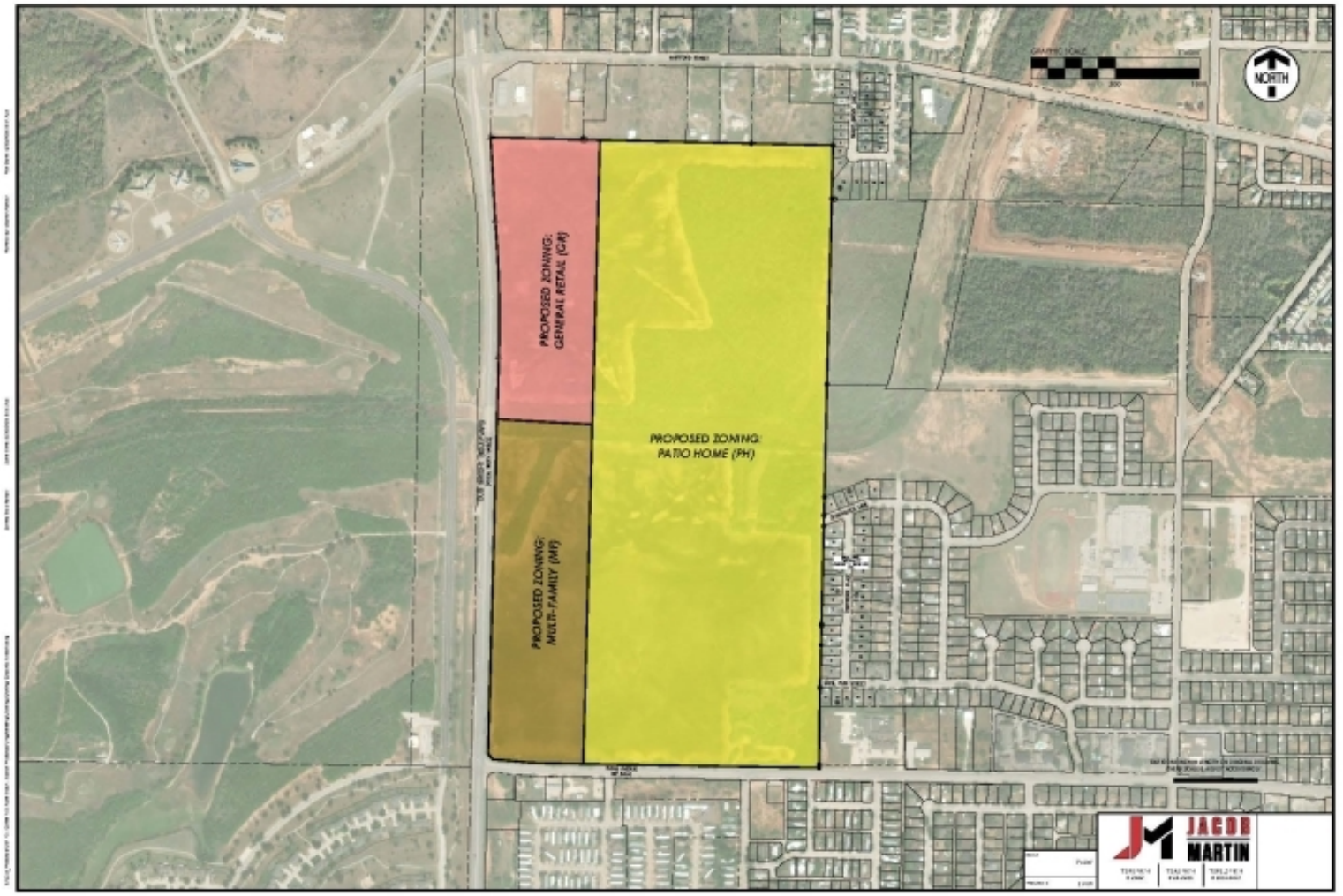
P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

PROPOSED ZONING



CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z recommends **approval.**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
8/27/2026

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

ITEM: **16. Ordinance (First Reading) Z-2026-46: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to Change the Zoning of Approximately 2.0 Acres from Agricultural Open (AO) to Residential Single-Family (RS-6). Located at 3234 Beltway S. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City limits in 1980. The structure was built in 1964. The owner intends to subdivide the property to the north of the house to create a total of three lots.

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. Staff Report
3. 8033 Tuscany Dr (Opposed)
4. Presentation

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 27th 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 10th day of September, 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 10th day of September, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 2.0 acres from Agricultural Open (AO) to Residential Single-Family (RS-6).

Legal description as follows:

BEING 2.0 acres out of the W. J. Reddell Survey, Taylor County, Texas, said 2.0 acres being all of that same property described in Instrument No. 2024-21820, Official Public Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" rebar found on the west right-of-way line of Tuscany Drive, at the southeast corner of Lot 15, Block B, Tuscany Trails Subdivision, recorded in Cabinet 2, Slide 334-C, Plat Records, Taylor County, Texas for the northeast corner of this tract;

THENCE S1°25' 12"E 528.30 feet, along the west right-of-way line of Tuscany Drive to a 3/8" rebar found on the north side of Beltway South (F.M. Highway 707), for the southeast corner of this tract, whence a 1/2" rebar found at the southwest corner of said Tuscany Trails Subdivision bears Nl°25'12"W 39.9 feet;

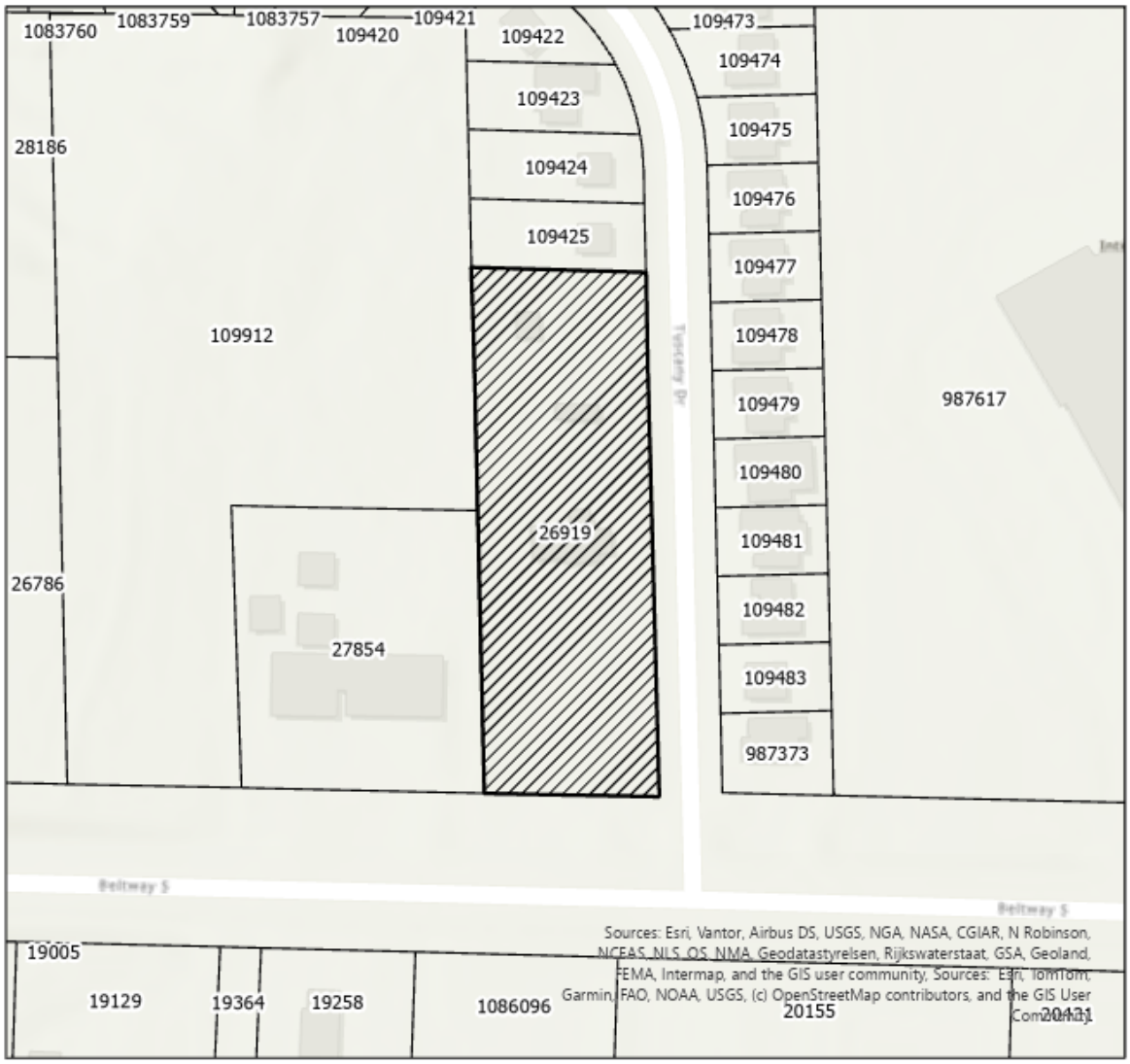
THENCE N88°42'32"W 164.87 feet, along the north side of Beltway South to a 1/2" rebar found at the southeast corner of a 40-foot-wide street dedication shown on the plat for Lot 1, Block A, Continuation No. 1, Oakridge Church of Christ Addition, recorded in Cabinet 1, Slide 786, Plat Records, Taylor County, Texas, for the southwest corner of this tract;

THENCE Nl°25'24"W at 39.6 feet pass a point 0.4 feet west of a 3/8" rebar found near the southeast corner of said Lot 1, Block A, at 300.5 feet pass a point 0.3 feet west of a 3/8" rebar found near the northeast corner of said Lot 1, Block A and near the southeast corner of Lot 1, Block A, Oakridge Church of Christ Addition, recorded in Cabinet 1, Slide 166, Plat Records, Taylor County, Texas, continued along for a total distance of 529.13 feet, to a 1/2" rebar found at the southwest corner of said Lot 15, Block B, Tuscany Trails Subdivision, for the northwest comer of this tract;

THENCE S88°25'13"E 164.94 feet, along the south boundary line of said Lot 15 to the place of beginning and containing 2.0 acres of land.

Located at the intersection of Tuscany Drive and Beltway South.

ORDINANCE NO. _____



END

ZONING CASE
Z-2026-46
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: August 4, 2026
City Council 1st Reading: August 27, 2026
City Council 2nd Reading: September 10, 2026

Applicant
Agent: Mike Pappas
Owner: Thomas Burns

Case Manager
Adam Holland – Planner

Request
Change the zoning of approximately 2.0 acres from Agricultural Open (AO) to Residential Single-Family (RS-6).

Location
Located at 3254 Beltway S, legal description being 2.0 acres of the W.J. Reddell Survey

Background
The subject property was annexed into the City limits in 1980. The structure was built in 1964. The owner intends to subdivide the property to the north of the house to create a total of three lots.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	RS-6	Single-Family Residential
East	RS-6	Single-Family Residential
South	AO	Single-Family Residential
West	AO	Single-Family Residential

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

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

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

P&Z recommends **approval.**

Attachments

- 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:

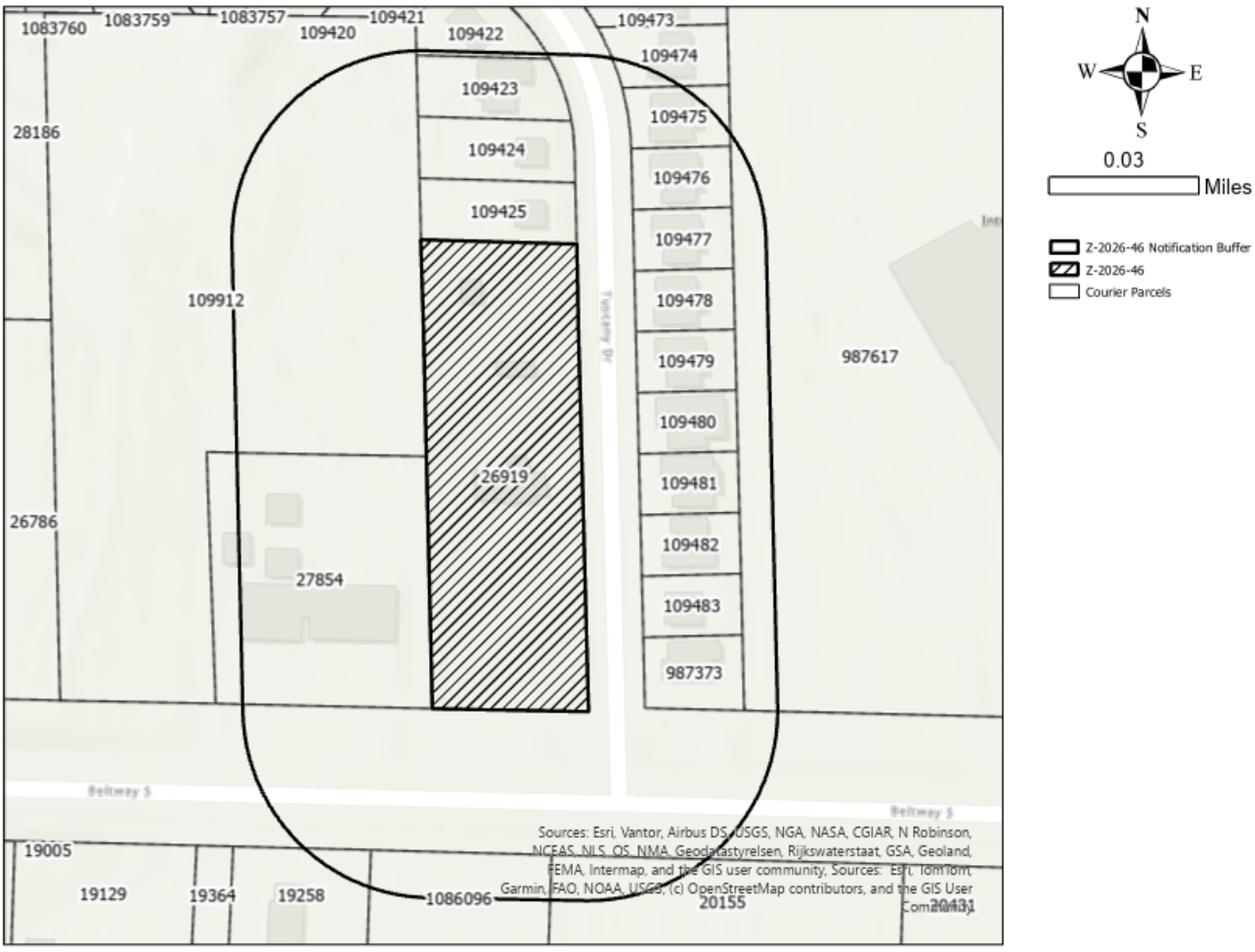
PROPERTY OWNER Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
ANDREW TYLER J & KRISTI L	109425	7926 TUSCANY DR	
BURDEN GLENDA KAY	109474	7909 TUSCANY DR	
CHILDERS JEFFREY WAYNE &	26919	3234 BELTWAY S	
DAVIDSON DARRELL J & STEPHANIE R	987373	8049 TUSCANY DR	
GALBREATH FAMILY TRUST WITH	109482	8033 TUSCANY DR	O
HARISON BENJAMIN L & JENNIFER E	109481	8025 TUSCANY DR	
HARLOW STEVEN A &	109479	8009 TUSCANY DR	
HARRIS JOHN T	109480	8017 TUSCANY DR	
HOLT LANNY D	20155	3125 BELTWAY S	
HOLT LANNY D	20155	3117 BELTWAY S	
HORTON THOMAS MICHAEL &	109475	7917 TUSCANY DR	
KOYOE SOCIETY	27854	3242 BELTWAY S	
LASYONE BRYAN ARTHUR &	109478	8001 TUSCANY DR	
MC FADDEN JAMES & BECKY	19258	3157 BELTWAY S	
MUCCINI SHONA CHARLOTTA	1086096	3149 BELTWAY S	
NELSON RONALD F	109912		
PERRY BRIAN	109423	7910 TUSCANY DR	
ROBERT WILLIE	109477	7933 TUSCANY DR	
RODRIGUEZ JOSE ROLANDO	109422	7902 TUSCANY DR	
ROWLETTE ANDREW & CRYSTAL	109424	7918 TUSCANY DR	
SOK SAMRACH & MANDY L	109476	7925 TUSCANY DR	
WITKOWSKI KIMBERLY K	109483	8041 TUSCANY DR	
WYLIE IND SCHOOL DIST	987617	3158 BELTWAY S	

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

OWNER	PROP_ID	SITUS	RESPONSE
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HOLT LANNY D	20155	3125 BELTWAY S	
HOLT LANNY D	20155	3117 BELTWAY S	
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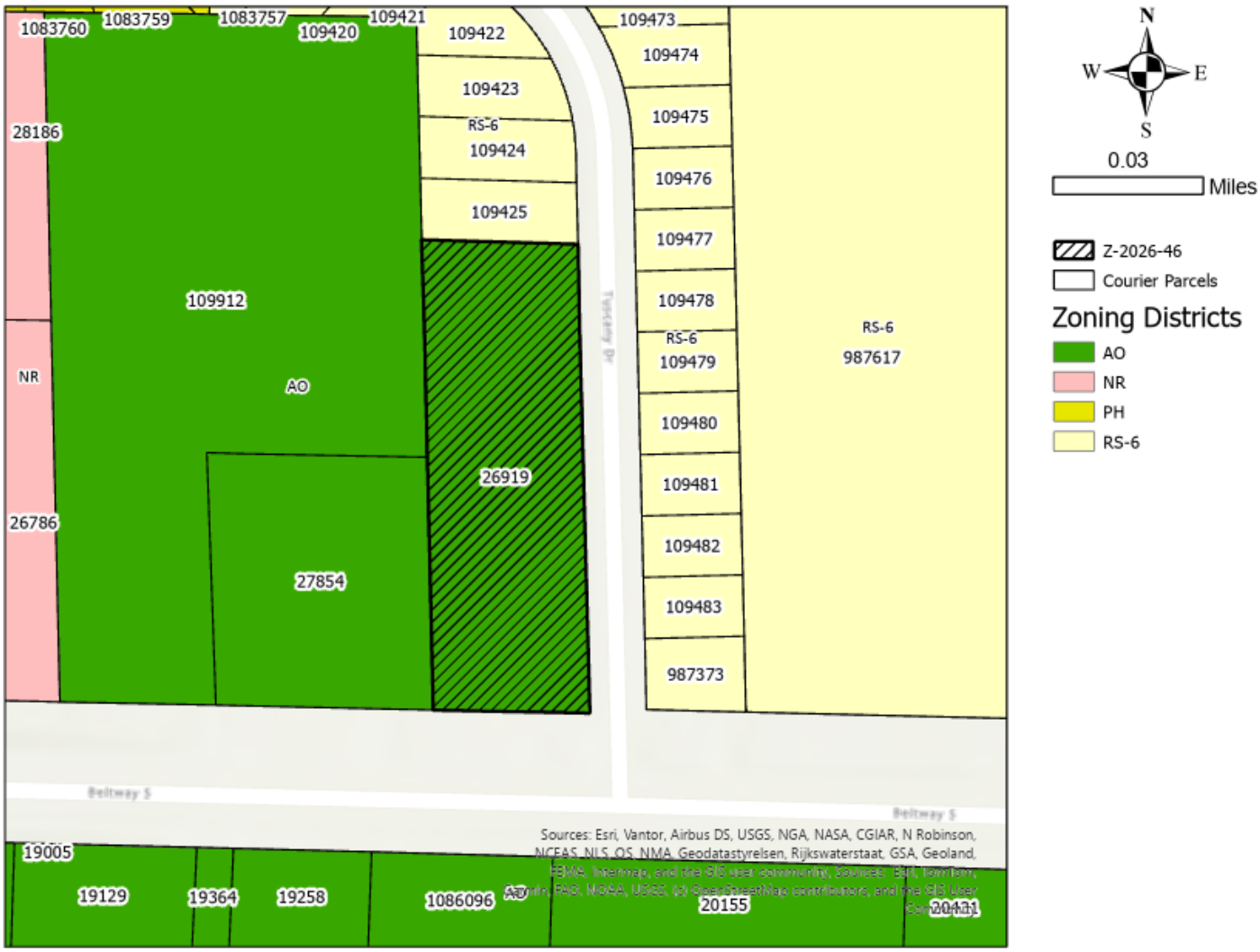
NOTIFICATION MAP



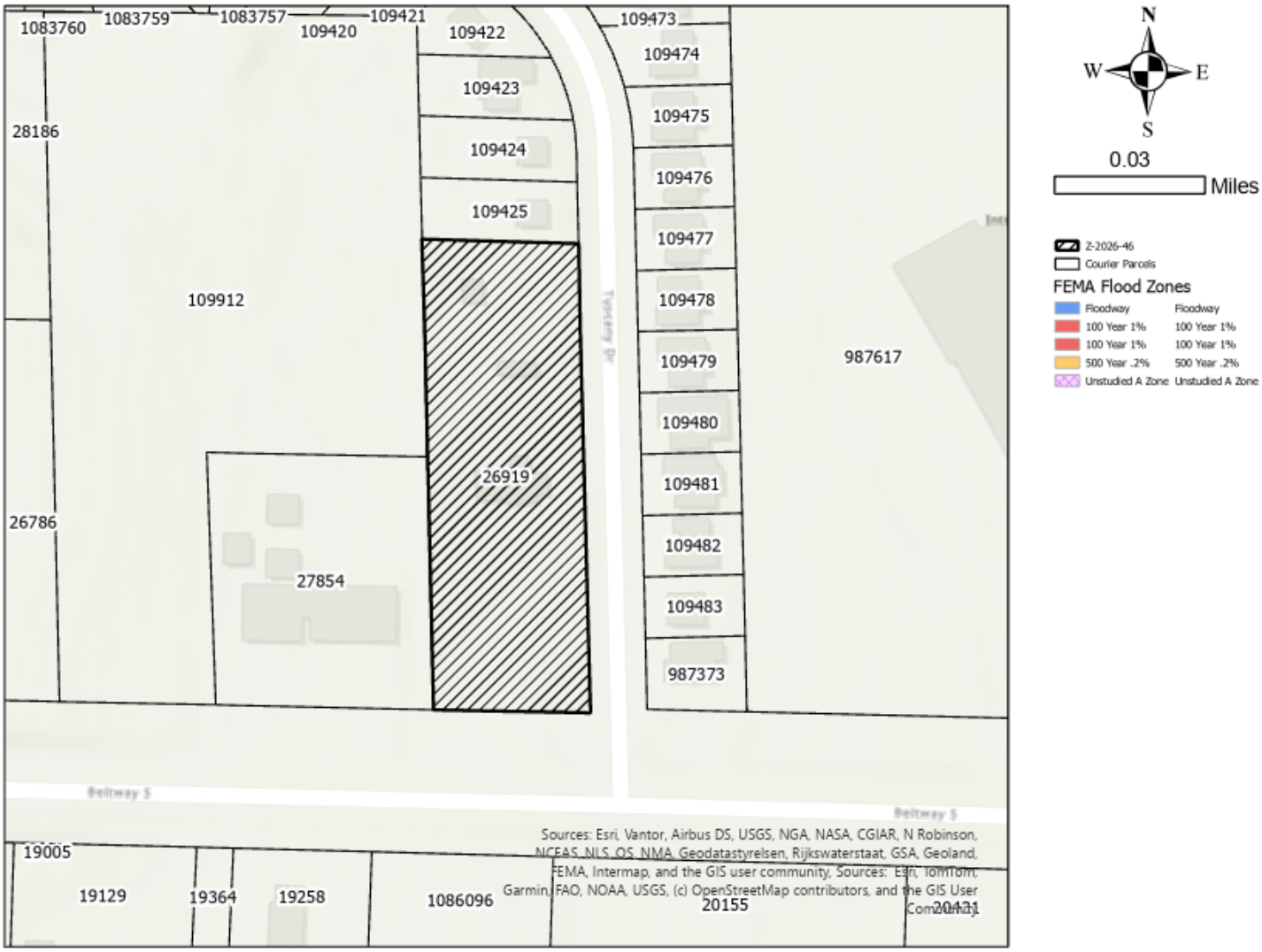
LOCATION MAP



ZONING MAP


1083760
1083759
1083757
109420
109421
109422
109423
109424
109425
109473
109474
109475
109476
109477
109478
109479
109480
109481
109482
109483
987373
28186
109912
NR
AO
RS-6
RS-6
987617
26919
26786
27854
Beltway 5
Beltway 5
19005
19129
19364
19258
1086096
20155
20431
N
W
E
S
0.03
Miles
Z-2026-46
Courier Parcels
Zoning Districts
AO
NR
PH
RS-6

FLOOD MAP


1083760
1083759
1083757
109421
109420
109422
109473
109474
109423
109475
28186
109424
109476
109425
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109479
987617
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Beltway 5
Beltway 5
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Miles
Z-2026-46
Courier Parcels
FEMA Flood Zones
Floodway
Floodway
100 Year 1%
100 Year 1%
100 Year 1%
100 Year 1%
500 Year .2%
500 Year .2%
Unstudied A Zone
Unstudied A Zone
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User

CITY OF ABILENE TEXAS

JUL 28 AM11:05

GALBREATH FAMILY TRUST WITH
1458 OHLHAUSEN RD
ABILENE, TX 79606-6406

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2026-46 **July 15, 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 2.0 Acres from Agricultural Open (AO) to Residential Single-Family (RS-6). Located at 3234 Beltway S. Legal Description Being Approximately 2.0 acres of the W.J. Reddell Survey, 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 **September 10, 2026, at 8:30 AM** in the Council Chambers.

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

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ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-46

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

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

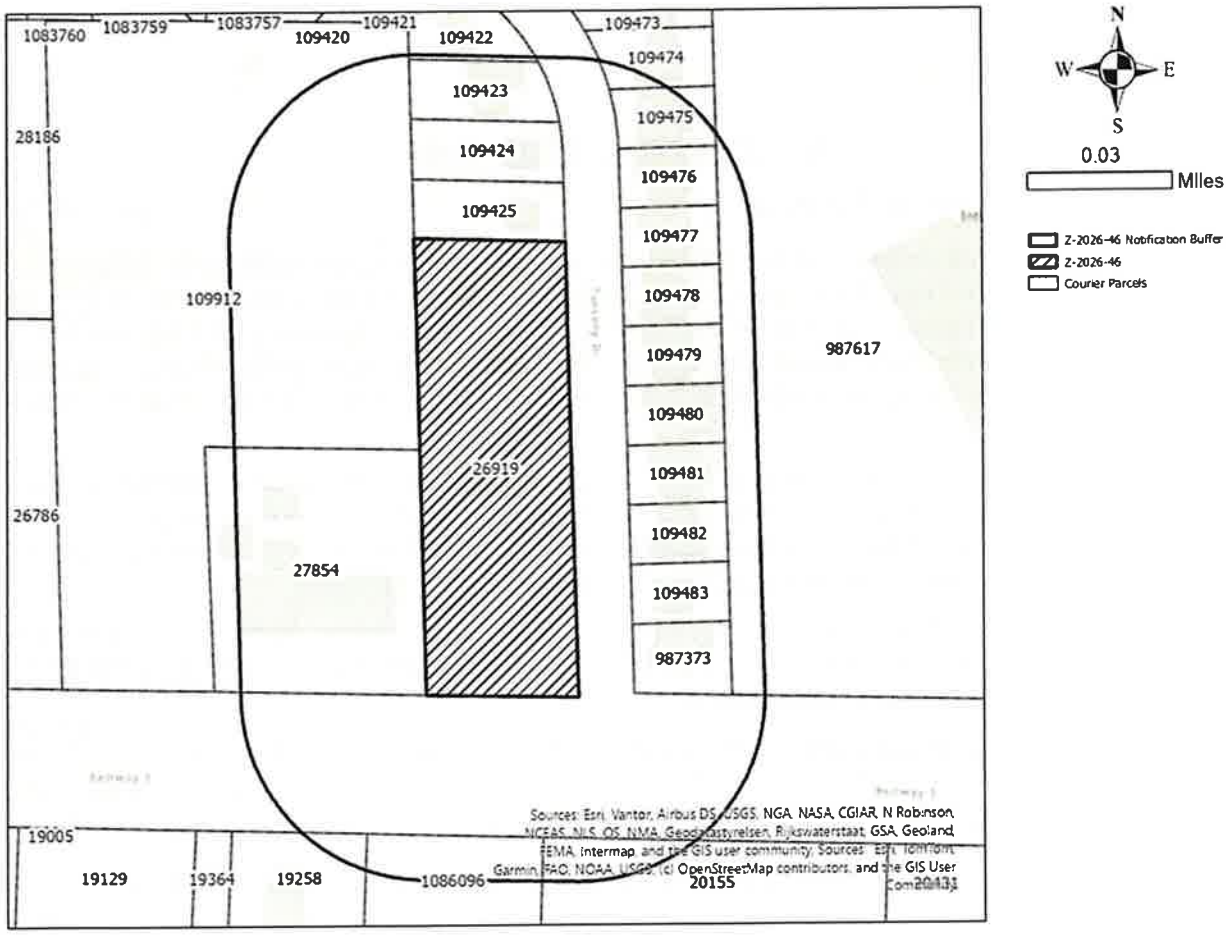
Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Property Zoning:	AO	Your Name:	GALBREATH FAMILY	I am in favor ☐
Requestor's Proposed Zoning:	RS-6	Your Address:	8033 TUSCANY DR	
Requestor's Parcel ID:	26919	Your Parcel ID:	109482	I am opposed ☑

Signature: _____

CITY OF ABILENE TEXAS

Z-2026-46



If opposed, please provide comments:

No you know it lowers property values.

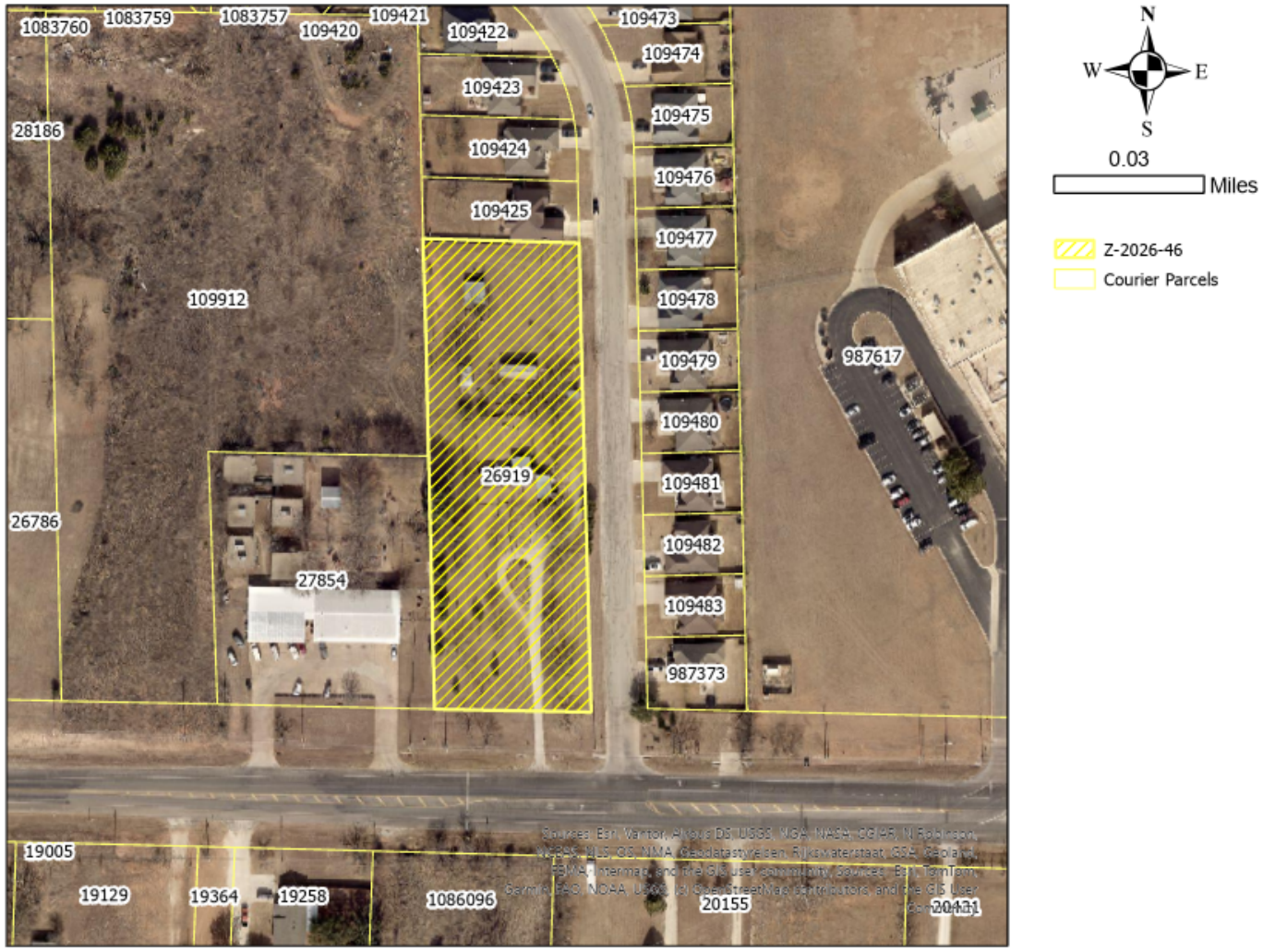
The builders are making big money and they will continue to. Let them do their building else where

REZONE REQUEST

Case:	Z-2026-46
Owner:	Mike Pappas
Agent:	Thomas Burns
Request:	Change the zoning of approximately 2.0 acres from Agricultural Open (AO) to Single-Family Residential (RS-6).
Location:	3254 Beltway S
Notification:	0 in Favor, 1 in Opposition
Planning & Zoning:	August 4, 2026
Council Hearing:	August 27, 2026
	September 10, 2026

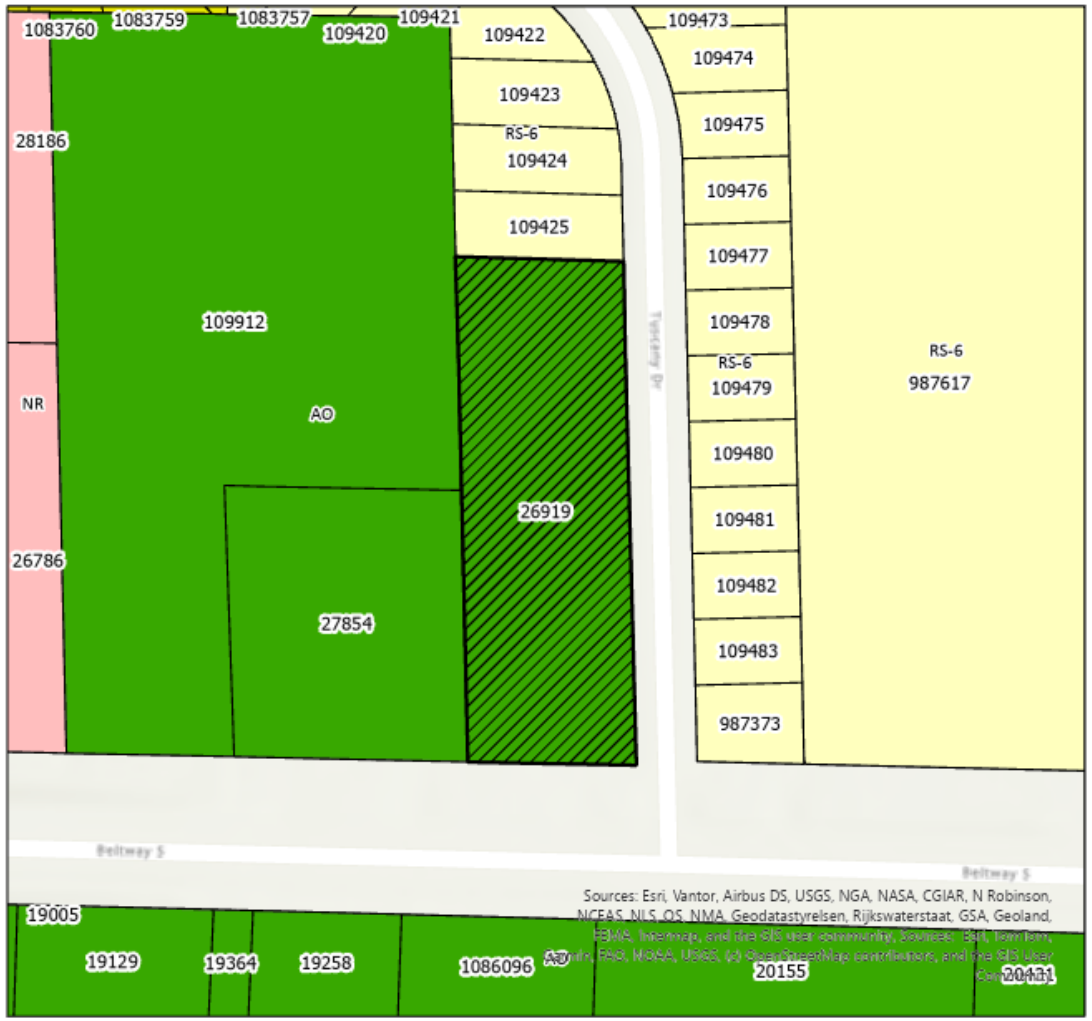
CITY OF ABILENE TEXAS

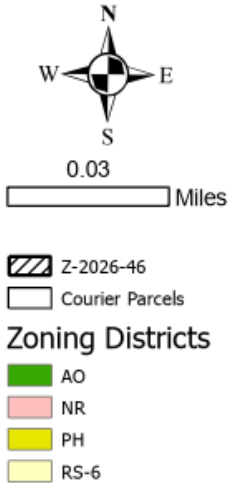
AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP





CITY OF ABILENE TEXAS

PROPERTY VIEWS









CITY OF ABILENE TEXAS

USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

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

CITY OF ABILENE TEXAS

USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

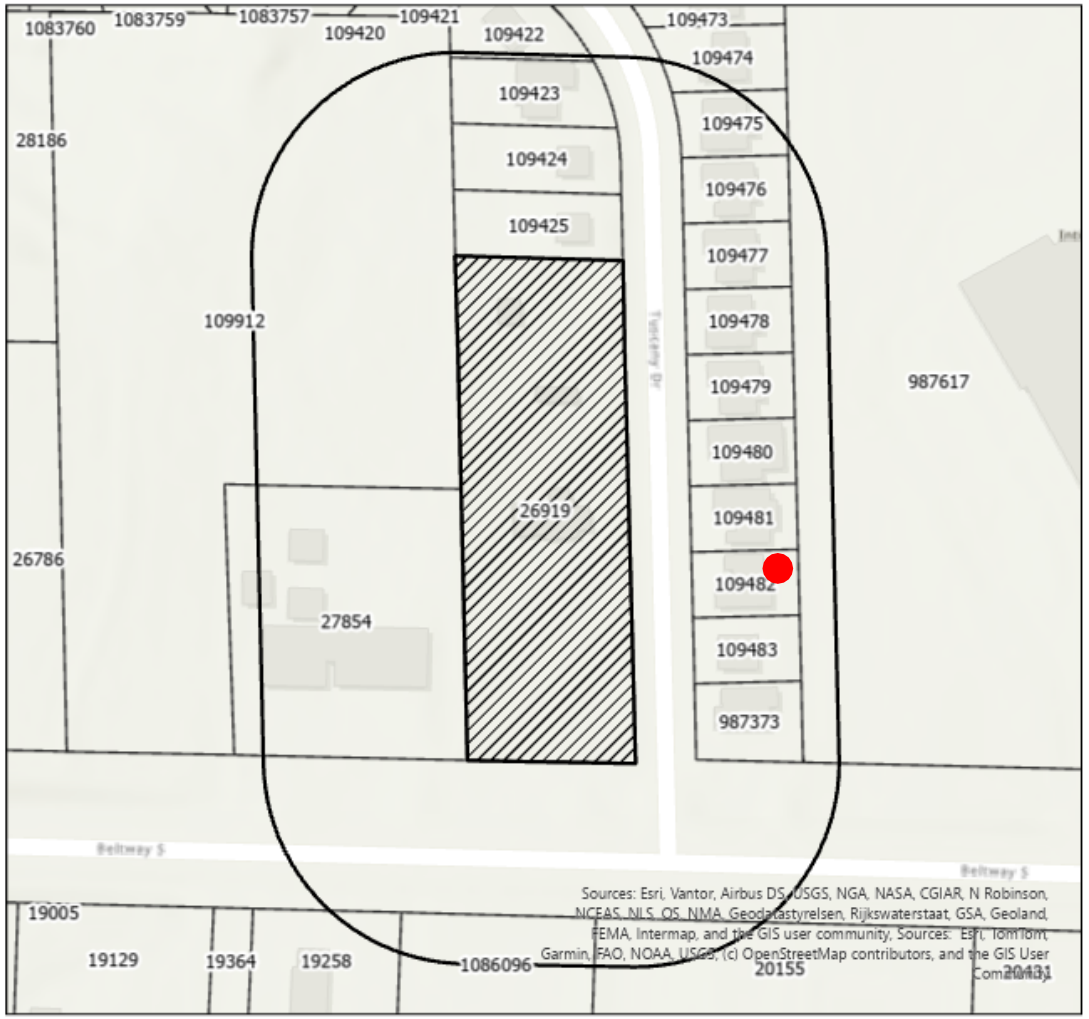
P	Petroleum or Gas Well
P	Urban Garden

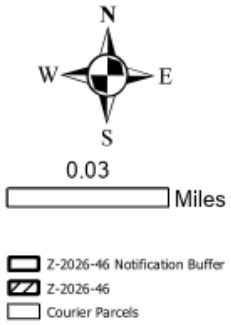
LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP





0 - In Favor-

1 - Opposed-

1.73% Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

P&Z recommends **approval.**

CITY OF ABILENE TEXAS

Questions?

CITY COUNCIL MEMORANDUM
8/27/2026

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

ITEM: **17. Ordinance (First Reading) Z-2026-47: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to amend the terms of a Planned Development District (PDD-76). Specifically, to allow town homes and Patio Homes within Tract 3. Located at 5534 Health Way Dr. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed to the City limits in 1959. The Planned Development District was created in 2002 for medical uses; however, the property was amended in 2024 to allow for residential uses in tract 3.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends approval.

ATTACHMENTS:

1. Ordinance (mt)
2. Staff Report
3. 5526 Hwy 277S - Opposition
4. 6017 Duchess Avenue - Favor
5. Presentation

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-76 AND ALL PREVIOUS ORDINANCES ASSOCIATED WITH THIS PLANNED DEVELOPMENT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 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.

PART 4: All zoning ordinances or specific provisions of zoning ordinances in direct conflict with this zoning ordinance are hereby repealed.

PASSED ON FIRST READING the 27th 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 City Hall in Abilene, Texas, at 8:30 a.m. on the 10th day of September, 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 the 10th day of September, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

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

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

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

PART 4: ***Zoning.*** That Part III, Abilene Municipal Code, known as the Land Development Code of the City of Abilene, is hereby further amended by changing the regulations within the Planned Development District boundaries, as hereinafter set forth in PART 6 and 7. That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PART 5: ***Legal Description.***

The east 40 acres of 85.4 acres lying West of U.S. Hwy 277 out of the South 140 acres of the East 300 acres of the J.H. Beck Survey No. 42, Taylor County, Texas, and being more particularly described as follows:
Beginning at an iron pin in the West R/W line of U.S. Hwy 277 at the Northeast corner of a 1.5 acre tract, whence the Southeast corner of said Survey bears S 37°44'W 313' and East 2669.6';
Thence West 263.3' to an iron pin, the Northwest corner of said 1.5 acre tract;
Thence S 37°44’W 313.0' to an old iron pin, the Southwest corner of said 1.5 acre . tract in the South line of said Beck Survey;
Thence West, along the South line of said Beck Survey, at 2295.7' pass an iron pin set in the East fence line of a public road, and continue on for a total distance of 2315.7';
Thence N0°06'W 1240' along the North line of the South 140 acres of said Beck Survey;
Thence N89°56'E, at 20' pass an iron pin in the East fence line of said public road, and continue on along the old fence line for a total distance of 3537.3' to the West R/W line of U.S. Hwy 277;
Thence S37°44'W 1249.4' to the place of beginning and containing 85.4 acres more or less.

The west 45.4 acres of 85.4 acres lying West of U.S. Hwy 277 out of the South 140 acres of the East 300 acres of the J.H. Beck Survey No. 42, Taylor County, Texas, and being more pa1ticularly described as follows:
Beginning at an iron pin in the West R/W line of U.S. Hwy 277 at the Northeast corner of a 1.5 acre tract, whence the Southeast corner of said Survey bears S 37°44'W 313' and East. 2669. 6';
Thence West 263.3' to an iron pin, the Northwest corner of said 1.5 acre tract;
Thence S 37°44'W 313.O' to an old iron pin, the Southwest corner of said 1.5 acre tract in the South line of said Beck Survey;
Thence West, along the South line of said Beck Survey, at 2295.7' pass an iron pin set in the East fence line of a public road, and continue on for a total distance of 2315.7';
Thence N0°06'W 1240' along the North line of the South 140 acres of said Beck Survey;
Thence N89°56'E, at 20' pass an iron pin in the East fence line of said public road, and continue on along the old fence line for a total distance of 3537.3' to the West R/W line of U.S. Hwy 277;

Thence S37°44'W 1249.4' to the place of beginning and containing 85.4 acres more or less.

Being 23.617 acres out of the W. Bishop Survey No. 45, Abstract No. 18, Taylor County, Texas, said 23.617 acres being all of a 2.23 acre tract recorded as Tract 2 in Volume 1105, Page 763, Deed Records, Taylor County, Texas, all of an 1.16 acre tract recorded in Volume 1105, Page 756, Deed Records, Taylor Count, Texas, part of an 11.16 acre tract recorded in Volume 1105, Page 751, Deed Records, Taylor County, Texas and being more particularly described as follows:
Beginning at a½' rebar found on the east side of Bishop Drive (right-of-way varies) on the NBL of said Survey No. 43 and the SBL of Lot 102 of a replat of Medical Plaza Subdivision, as shown by plat recorded in Cabinet 2, Slide 356-B, Plat Records, Taylor County, Texas at the northwest corner of said 2.23 acre tract for the northwest corner of this tract, whence the northwest corner of said Survey No. 43 is recorded to bear west 2273.3 feet;
Thence S89°05'22"E 1164.55 feet, along the NBL of said Survey No. 43, to a ½" rebar found at the northeast corner of said 11.16 acre tract (11 05/756 D.R.) and the n011hwest comer of said 11.1 6 acre tract (1105/751 D.R.);
Thence S89°06'35"E 1067.84 feet. along the NBL of said Survey No. 43. to an aluminum monument found at the southeast comer of Lot 104 of said replat;
Thence S89°05' 14"E 263.21 feet, along the NBL of said Survey No. 43, to a 3/8" rebar set on the WBL of U.S. Highway 277 (100 foot right-of-way) at the northeast comer of said 11.16 acre tract (1105/751 D.R.) for the northeast corner of this tract, whence an existing concrete highway monument bears N38°34'28"E 69.39 feet;
Thence S 38°34'28"W 199.17 feet along the WBL of U.S. Highway 277 to a½" rebar found on the EBL of said 11.16 acre tract (1105/751 D.R.) at the northeast corner of a 0.214 acre tract recorded in Instrument No. 2021-4126, Official Public Records, Taylor County, Texas for the most easterly southeast comer of this tract;
Thence N89°05'11"W 322.93 feet to a 1/2" rebar found at the northwest corner of said 0.214 acre tract for a n interior corner of this tract;
Thence S0°48'46"W 3005' feet to a 1/2" rebar found at the southwest comer of said 0.214 acre tract and the northeast corner of a 0.494 acre tract recorded in Instrument No. 2018-21097, Official Public Records, Taylor County, Texas for an interior comer of this tract;
Thence N89°03'41"W 175.13 feet to a 1/2" rebar found at the northwest corner of said 0.494 acre tract for an interior comer of this tract;
Thence S0°50'08"W 122.99 Feet to a l/2" rebar found at the southwest corner of said 0.494 acre tract and the no11heast comer of a 0.133 acre tract recorded in Instrument No. 2017-7627, Official Public Records, Taylor County, Texas for an interior corner of this tract;
Thence N88°53' 17"W 30.03 feet to a 1/2" rebar found at the northwest corner of said 0.133 acre tract for an interior corner of this tract;
Thence S0°58'31"W 193.21 feet to a 3/8' rebar found on the SBL of said 11.16 acre tract (1105/751 D.R.) at the southwest comer of said 0.133 acre tract for the most southerly southeast corner of this tract; Thence N88°47'36"W 684.58 feet to a 1/2" rebar found at the southeast corner of said 11.16 acre tract (1105/756 D.R.) and the southwest corner of said 11.16 acre tract (1105/751 D.R.);
Thence N89°05'22"W 1161.23 feet to a 3/8" rebar set on the east side of Bishop Drive at the southwest corner of said 2.23 acre tract for the southwest comer of this tract;
Thence N0°54'38"E 499.80' feet along the east side of Bishop Drive and the WBL of said 2.23 acre tract to the place of beginning and containing 23.617 acres of land.

Located at: 5426 Hwy 277 S (Additional un-platted acreage referred to as "the South 500")

PART 6: ***Purpose.*** The purpose of the Planned Development District-76 (PDD-76) is to allow for medical, commercial, single-family residential, and medium density residential development and related activities of a tract, which generally has not developed under present zoning and development procedures.

PART 7: ***Specific Modifications***. This Planned Development shall be subject to the requirements of General Commercial (GC), Patio Homes (PH), and Medium Density (MD) with the following modifications:

TRACT 1: All areas in PDD-76 within 600 feet of US 277 excluding the south 153 feet as shown in "Exhibit B".

Permitted Uses:

- Restaurant (Standard and Fast Food)
- Dry Cleaning
- Pharmacy
- Offices (including medical)
- Hotel/Motel
- Convenience Store
- Video Rental
- Heath/Physical Fitness Facility (including physical rehab facility)
- Medical/Dental Office and Lab
- Optical Shop
- Surgical Center (outpatient only)
- Wellness Center
- Bank/Credit Union
- Beauty and Barber services
- Veterinary Service (small animals only)
- Book Store
- Clothing store
- Flower Shop
- Gift Shop
- Liquor Store Off-Premise Consumption (beer & wine only)
- Office Supply Store
- Hospital
- Medical Diagnostic Center
- Medical Technology Center
- Medical Research Center

Setback Requirements:

- Along US 277: 40 feet
- Along Other Streets: 30 feet
- Adjacent to RS Zoning: 40 feet
- Interior Sides: 10 feet
- Rear: 15 feet
- Maximum Height: 3 Stories

Driveways:

- Driveways shall be separated from adjacent driveways by a minimum of 50 feet for driveways on different parcels and 100 feet for driveways on the same parcel.
- Driveways shall be located from interior side and rear property lines by a minimum of 25 feet, except for shared driveways.
- Driveways shall be separated from adjacent street intersections as follows:
    1. For driveways onto US 277:
        a. 100 feet from intersecting streets classified as collectors

    b. 50 feet from other intersecting streets
2. For driveways onto collector streets:
    a. 100 feet from US 277
    b. 50 feet from other intersecting streets

- A maximum of six driveways shall be allowed to access US 277.
- Driveways shall meet all other design standards of the City of Abilene and the Texas Department of Transportation (TxDOT).

Free-standing Signs:

- One per lot (as an individual sign or part of a group sign)
- Multiple business on the same lot must share a group sign
- Minimum setback from all lot lines: 10 feet
- Maximum height: 30 feet
- Maximum area: 150 square feet, unless shared by more than one business, in which case the sign may be up to 300 square feet

Wall Signs:

- May not cover more than 20% of the wall on which the sign(s) are located.

Prohibited Signs:

- Off-site Advertising Signs
- Portable Signs

Screening:

- Opaque screening shall be required along all residential and AO zoning districts. The required screening shall be constructed of wood, masonry, live plan material or a combination thereof.
- Minimum height: 6 feet

Landscaping:

- A minimum 20’ landscape strip shall be required along all property lines adjacent to residential zoning.
- A minimum 10’ landscape strip shall be required along all street rights-of-way. Sidewalks and driveways shall be permitted to pass through this buffer.
- Parking lots greater than 20 spaces shall have landscaped islands at locations agreeable to the City of Abilene.
- Additional landscaping shall be provided in a manner to be agreed upon between the City of Abilene and the developer throughout the Site Plan Review process or its successor entity. If agreement cannot be reached, the developer may apply for a formal PDD amendment.

TRACT 2: The remainder of PDD-76, excluding the South 500 feet, and lots 201, 202, and 203, Block C, Medical Plaza Subdivision, the west 617 feet of Lot 3 Block B, Medical Plaza Subdivision, and the west 1514 feet of Lot 102, Block A Medical Plaza Subdivision as shown in "Exhibit B".

Permitted Uses:

- Offices (including medical)
- Medical/Dental Office and Lab
- Optical Shop
- Surgical Center (outpatient only)
- Pharmacy
- Health/Physical Fitness Facility (including physical rehab facility)
- Wellness Center
- Nursing Home

- Assisted Living
- Hospital
- Medical Diagnostic Center
- Medical Technology Center
- Medical Research Center

Setback Requirements:

- Along Streets: 30 feet
- Adjacent to RS Zoning: 30 feet
- Interior Sides: 10 feet
- Rear: 15 feet
- Maximum Height: 2 Stories

Driveways:

- Driveways shall be separated from adjacent driveways by a minimum of 50 feet for driveways on different parcels and 100 feet for driveways on the same parcel.
- Driveways shall be located from interior side and rear property lines by a minimum of 25 feet, except for shared driveways.
- Driveways shall be separated from adjacent street intersections as follows:
    1. For driveways onto collector streets:
        a. 100 feet from intersecting streets classified as collectors
        b. 50 feet from other intersecting streets
    2. For driveways onto other streets:
        a. 100 feet from collector streets
        b. 50 feet from other intersecting streets
- Driveways shall meet all other design standards of the City of Abilene
- The alley along the north boundary shall not be used for access.

Free-standing Signs:

- One per lot (as an individual sign or part of a group sign)
- Multiple businesses on the same lot must share a group sign
- Must be a monument-type sign
- Minimum setback from all lot lines: 10 feet
- Maximum height: 10 feet
- Maximum area: 80 square feet, unless shared by more than one business, in which case the sign may be up to 175 square feet

Wall Signs:

- May not cover more than 20% of the wall on which the sign(s) are located.

Prohibited Signs:

- Pole signs
- Off-site Advertising Signs
- Portable Signs

Screening:

- Opaque screening shall be required along all residential and AO zoning districts. The required screening shall be constructed of wood, masonry, live plan material or a combination thereof.
- Minimum height: 6 feet

Landscaping:

- A minimum 20’ landscape strip shall be required along all property lines adjacent to residential zoning
- A minimum 10’ landscape strip shall be required along all street rights-of-way. Sidewalks and driveways shall be permitted to pass through this buffer.
- Parking lots of greater than 20 spaces shall have landscaped islands at locations agreeable to the City of Abilene.
- Additional landscaping shall be provided in a manner to be agreed upon between the City of Abilene and the developer through the Site Plan Review process or its successor entity. If agreement cannot be reached, the developer may apply for a formal PDD amendment.

In tracts 1 and 2 internal streets shall be provided in compliance with the City of Abilene Thoroughfare Plan.

TRACT 3: The south 500 feet, and lots 201, 202, and 203, Block C, Medical Plaza Subdivision, the west 8.786 acres of Lot 3 Block B, Medical Plaza Subdivision, and the west 8.557 Acres of Lot 102, Block A Medical Plaza Subdivision as shown in "Exhibit B".

Lots 201, 202, and 203, Block C of the Medical Subdivision shall be developed to the following standards:

- Medium Density (MD)
- Townhome (TH)

The developer may choose to develop within MD or TH standards.

0.871 acres out of Lot 102, Block A, Medical Mall Subdivision and 8.727 acres out of the South 500 feet shall be developed to the following standards:

- Medium Density (MD)
- Townhome (TH)

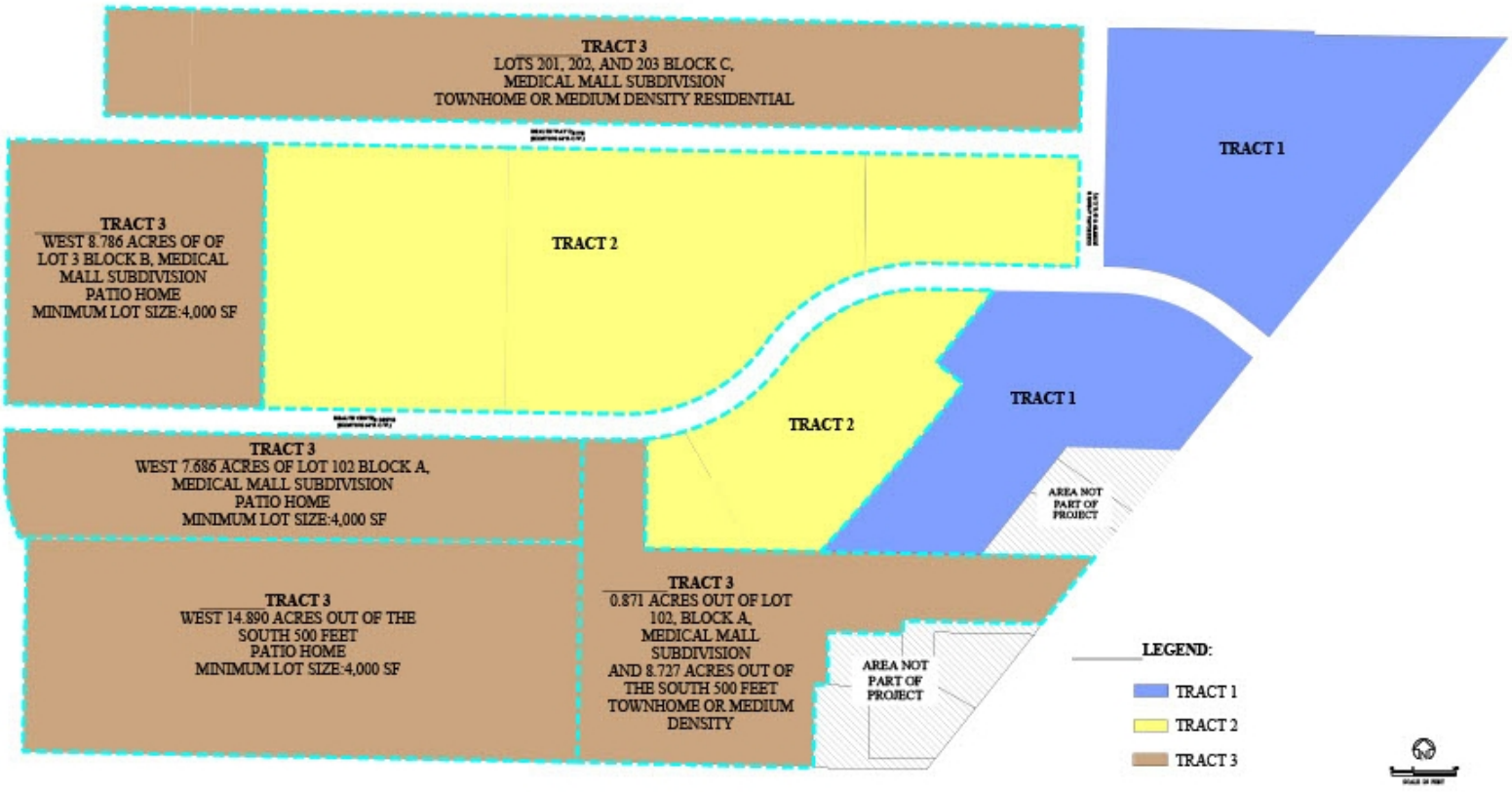
The developer may choose to develop within MD or TH standards.

The remainder of tract 3 shall be developed to the following standards:

- Patio Home (PH)
    1. Minimum lot square footages of 4,000.

ORDINANCE NO. _____

EXHIBIT B



END

ZONING CASE
Z-2026-47
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: August 4, 2026
City Council 1st Reading: August 27, 2026
City Council 2nd Reading: September 10, 2026

Applicant
Agent: eHT
Owner: West Texas Real Estate Development, LLC

Case Manager
Adam Holland – Planner

Request
Amend the terms of PDD-76 to allow townhomes and Patio Homes with a minimum lot square footage of 4,000 Sq ft within Tract 3 of the Planned Development District.

Location
Located at 5534 Health Way Dr. Legal Description being the Medical Plaza Subdivision, and approximately 23 acres of Survey 43, William Bishop, Abilene, Taylor County, Texas.

Background
The subject property was annexed to the City limits in 1959. The Planned Development District was created in 2002 for medical uses; however, the property was amended in 2024 to allow for residential uses in tract 3.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	RS-6/MH	Single-Family Residential/Mobile Home
East	GC	Vacant/Office
South	AO	Cemetery
West	MD/RS-6	Duplexes/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 uses offer a transition from the commercial uses within tract 1 of the Planned Development District

(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
- Ordinance
- Concept plan

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
ABILENE HOSANNA KOREAN CHURCH	60706	6002 DUCHESS AV	
ABILENE MAINTENANCE INC	12728	2350 BISHOP RD 52	
AE ABILENE LLC	970050	5602 HEALTH CENTER DR	
ALLGOOD VAMELL JENNA	74491	2349 CORSICANA AV	
BIG COUNTRY REAL ESTATE LLC	60838	6010 DUCHESS AV	
BIG COUNTRY REAL ESTATE LLC	60839	6014 DUCHESS AV	
BOYD MARTIN W & CYNTHIA	68897	5417 SOUTHMOOR DR	
BRANDT WAYNE E	59189	5442 HWY 277 S	
BROOKS MINA JANET	58593	5458 HWY 277 S	
BROOKS MINA JANET	60000	5450 HWY 277 S	
BROWDER EDDIE	1011091		
BRUNO EDWIN J	65594	6017 PRINCESS LN	
BUSH KENNETH F	56233	5702 SOUTHMOOR DR	
C & W LAND LLC	73430	5802 SOUTHMOOR DR	
C & W LAND LLC	73566	5810 SOUTHMOOR DR	
C & W LAND LLC	73693	5818 SOUTHMOOR DR	
C & W LAND LLC	73833	5826 SOUTHMOOR DR	
C & W LAND LLC	73974	5834 SOUTHMOOR DR	
C & W LAND LLC	74112	5842 SOUTHMOOR DR	
C & W LAND LLC	74228	5850 SOUTHMOOR DR	

C & W LAND LLC	74332	5858 SOUTHMOOR DR	
C & W LAND LLC	74448	5866 SOUTHMOOR DR	
C & W LAND LLC	74563	5874 SOUTHMOOR DR	
C & W LAND LLC	74681	5882 SOUTHMOOR DR	
C & W LAND LLC	75153	5889 SOUTHMOOR DR	
C & W LAND LLC	75273	5881 SOUTHMOOR DR	
C & W LAND LLC	75390	5873 SOUTHMOOR DR	
C & W LAND LLC	75502	5865 SOUTHMOOR DR	
C & W LAND LLC	75622	5857 SOUTHMOOR DR	
C & W LAND LLC	75750	5849 SOUTHMOOR DR	
C & W LAND LLC	75883	5841 SOUTHMOOR DR	
C & W LAND LLC	76008	5833 SOUTHMOOR DR	
C & W LAND LLC	76135	5825 SOUTHMOOR DR	
C & W LAND LLC	76252	5817 SOUTHMOOR DR	
C & W LAND LLC	76379	5809 SOUTHMOOR DR	
C & W LAND LLC	76499	5801 SOUTHMOOR DR	
C & W LAND LLC	76618	5773 SOUTHMOOR DR	
C & W LAND LLC	76748	5765 SOUTHMOOR DR	
C & W LAND LLC	76877	5757 SOUTHMOOR DR	
C & W LAND LLC	77001	5749 SOUTHMOOR DR	
CALDWELL WILLIAM E &	65342	6001 PRINCESS LN	
CAMACHO SAMMY & ELISA	69661	5525 SOUTHMOOR DR	
CARRANZA ANDRES	65471	6009 PRINCESS LN	
CARTER ERIKA	63061	5717 SOUTHMOOR DR	
CHIEM HONG N & HUNG D TRAN	64589	2702 BISHOP RD	
COOK CECELIA M	61882	6001 DUCHESS AV	
COOKSEY VANCE	62261	5609 SOUTHMOOR DR	
CRUDDAS WESLEY & BRIELLE	62009	6009 DUCHESS AV	
CULPEPPER CATRIONA M	69789	6010 JENNINGS DR	
CUNNINGHAM LORAN B	12233		
DADDYMAC & CICI PROPERTY LLC	18630	5533 HWY 277 S	
DAVIS JASON & KRISTEE M	12354	5309 SOUTHMOOR DR	
DEAL RICHARD D	55839	5618 SOUTHMOOR DR	
DESIDERIO JUSTIN T	70038	5549 SOUTHMOOR DR	
FAITH DELIVERANCE COMMUNITY	59871		
FAITH DELIVERANCE COMMUNITY	103860	5501 HWY 277 S	
FAITH DELIVERANCE COMMUNITY	111202		
FERGUSON RONALD M &	12110	2365 CICILY LN	
FERNANDEZ DUANE R	64845	2634 BISHOP RD	
FINCH DIANE R	62524	5625 SOUTHMOOR DR	
FREED BRANDON ALAN	62387	5617 SOUTHMOOR DR	
GARCIA BREANNA	62789	5701 SOUTHMOOR DR	
GATHRIGHT KERRI	1086179		
GIEHL DENNIS & SANDRA REV TRUST	62134	6017 DUCHESS AV	F
HAWKINS ROBERT R III	69254	5501 SOUTHMOOR DR	
HEADSTREAM DEBORAH SHAFER	77244	2381 CROWN PL	
HOLDEN JEROD &	68790	5409 SOUTHMOOR DR	
HOLLINGSWORTH PATTIE	40978	5534 HWY 277 S	
HUERTA LUIS ADRIAN HERNANDEZ & ALYCIA HERNANDEZ	69515	5517 SOUTHMOOR DR	
JONG TERENCE T	65095	2618 BISHOP RD	
KEATING BLAKE E & STEPHANIE L	65219	2610 BISHOP RD	

KILTON NO HUI	72048	2350 KERRY LN	
KIMSEY WILLIAM R	63440	5741 SOUTHMOOR DR	
KING ROBERT DANIEL JR	69785	5533 SOUTHMOOR DR	
KOTAL JOSEPH ALBERT III	69396	5509 SOUTHMOOR DR	
KUTH SAMUEL	64457	2710 BISHOP RD	
LADNER BELINDA E	66922	2350 VICKI DR	
LAND BRUCE G	55969	5626 SOUTHMOOR DR	
LEGACY FUNERAL HOLDINGS LLC	40475	3010 BISHOP RD	
LEGACY FUNERAL HOLDINGS LLC	41622	5726 HWY 277 S	
LEGACY FUNERAL HOLDINGS LLC	206929		
MARSHALL KYONG JOHNSON	12592	5325 SOUTHMOOR DR	
MARSHALL KYONG JOHNSON	63820	6010 PRINCESS LN	
MARTINEZ JUAN L	64971	2626 BISHOP RD	
MC GILL CHARLES	64337	2718 BISHOP RD	
MCRAE BLAINE C & AMANDA	62923	5709 SOUTHMOOR DR	
MLADAN TONI LEANN	64210	2726 BISHOP RD	
MOORE TONY DELANO	66926	6009 MICHAEL CT	
MOUDJIGA OLIVIER	74154	2350 CORSICANA AV	
NANEZ RAFAE JR & CONSEULO	56102	5632 SOUTHMOOR DR	
NAVARRO TIMOTHY	51045	2366 SHERE LYNNE DR	
NEWEBERRY AUSTIN M & KYLEE	64084	2734 BISHOP RD	
NORTON ROSS WAYNE &	68667	5401 SOUTHMOOR DR	
NTIHEBUZA GILBERT &	69916	5541 SOUTHMOOR DR	
PARRISH MARK & NELLIE	72416	2349 KERRY LN	
PATEL SUNIL S	76296		
PATEL SUNIL S	109556		
PEREZ BENITO ESCOBEDO	63185	5725 SOUTHMOOR DR	
PLEX MEDICAL OFFICE	106015	5441 HEALTH CENTER DR	
PLP MEDICAL REALTY PARTNERS LLC	113744	5601 HEALTH CENTER DR	
PRACHYL ALLEN & MARCELLA	64711	2642 BISHOP RD	
QUINONEZ ROBERT ELENO &	62130	5601 SOUTHMOOR DR	
RAINWATER HOUSING LLC	12474	5317 SOUTHMOOR DR	
RAINWATER HOUSING LLC	60117	2366 KENNY CR	
REVOIR THOMAS LELAND ETUX & EDITH LYNN	66689	6002 MICHAEL CT	
ROBERTSON MICHAEL B & TIFFANY D	56494	5718 SOUTHMOOR DR	
ROBISON AARON & ANDREA	61244	5308 HWY 277 S	
ROCHA ROBERT G	108485	2850 BISHOP RD	
RUSH EDWIN L & ELIZABETH A	40601	2802 BISHOP RD	
RUSHMORE INVESTMENT LLC	109558	5401 HWY 277 S	
SHEPHERD ASSET MANAGEMENT LLC	69519	6002 AMY CR	
SIMMONS VIVIAN MICHELE	63951	6002 PRINCESS LN	
STARK JAMES K & BRENDA G	62657	5631 SOUTHMOOR DR	
STEPHENS EDDIE J & SUSAN	70399	2349 VICKI DR	
SUGAR AGUA #1 LTD	58192	5309 HWY 277 S	
TAYLOR GLENN F JR &	11983	2357 CICILY LN	
THOMAS JESSE & CHIEKO	60262	2365 KENNY CR	
THOMPSON LAWRENCE S & DANIELA	69398	6010 AMY CR	
TOWNE ALICE JANE	41746	5526 HWY 277 S	O
TOWNE SCOTT ARTHUR	41367	5542 HWY 277 S	
VANDENBOOMEN KURTIS JR	69126	5433 SOUTHMOOR DR	
VEGA ANTONIO & MARY ANN	76052	2350 CICILY LN	

VILLARREAL JAIME	**75029**	**5897 SOUTHMOOR DR**	
WALKER VALERIE	**66805**	**6001 MICHAEL CT**	
WASHINGTON TRACY LEONARD JR	**69014**	**5425 SOUTHMOOR DR**	
WEST JARROD	**41498**	**5550 HWY 277 S**	
WHITNEY ENTERPRISE LLC	**41856**		
WHITNEY ENTERPRISE LLC	**41869**	**2801 BISHOP RD**	
WHITNEY ENTERPRISE LLC	**41994**	**2849 BISHOP RD**	
WHITNEY ENTERPRISE LLC	**108862**	**5534 HEALTH WAY DR**	
WHITNEY ENTERPRISE LLC	**108863**	**5402 HEALTH WAY DR**	
WHITNEY ENTERPRISE LLC	**113745**		
WHITNEY ENTERPRISE LLC	**970048**	**5301 HEALTH CENTER DR**	
WHITNEY ENTERPRISE LLC	**970049**	**5401 HEALTH CENTER DR**	
WHITNEY ENTERPRISE LLC	**970051**	**5802 HEALTH CENTER DR**	
WHITNEY ENTERPRISE LLC	**970052**	**5602 HEALTH WAY DR**	
WHITNEY ENTERPRISE LLC	**970053**	**2441 BISHOP RD**	
WHITNEY ENTERPRISE LLC	**970054**	**5302 HEALTH CENTER DR**	
WILLIAMS NIESHA L	**56371**	**5710 SOUTHMOOR DR**	
WINZERLING ALAN W &	**63312**	**5733 SOUTHMOOR DR**	

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

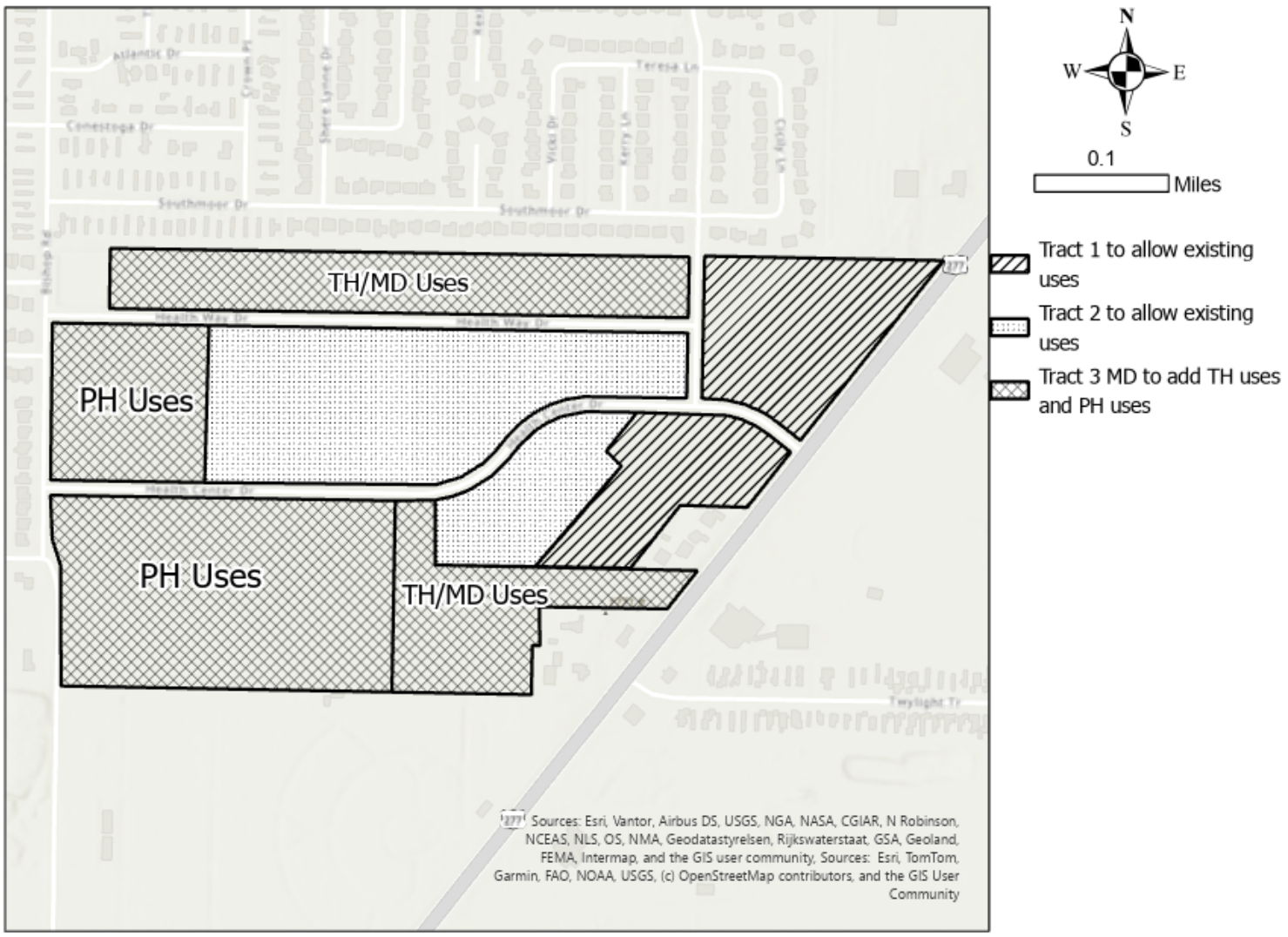
OWNER	PROP_ID	SITUS	RESPONSE
TAYLOR GLENN F JR &	11983	2357 CICILY LN	
FERGUSON RONALD M &	12110	2365 CICILY LN	
CUNNINGHAM LORAN B	12233		
DAVIS JASON & KRISTEE M	12354	5309 SOUTHMOOR DR	
RAINWATER HOUSING LLC	12474	5317 SOUTHMOOR DR	
MARSHALL KYONG JOHNSON	12592	5325 SOUTHMOOR DR	
ABILENE MAINTENANCE INC	12728	2350 BISHOP RD 52	
DADDYMAC & CICI PROPERTY LLC	18630	5533 HWY 277 S	
LEGACY FUNERAL HOLDINGS LLC	40475	3010 BISHOP RD	
RUSH EDWIN L & ELIZABETH A	40601	2802 BISHOP RD	
HOLLINGSWORTH PATTIE	40978	5534 HWY 277 S	
TOWNE SCOTT ARTHUR	41367	5542 HWY 277 S	
WEST JARROD	41498	5550 HWY 277 S	
LEGACY FUNERAL HOLDINGS LLC	41622	5726 HWY 277 S	
TOWNE ALICE JANE	41746	5526 HWY 277 S	O
WHITNEY ENTERPRISE LLC	41856		
WHITNEY ENTERPRISE LLC	41869	2801 BISHOP RD	
WHITNEY ENTERPRISE LLC	41994	2849 BISHOP RD	
NAVARRO TIMOTHY	51045	2366 SHERE LYNNE DR	
DEAL RICHARD D	55839	5618 SOUTHMOOR DR	
LAND BRUCE G	55969	5626 SOUTHMOOR DR	
NANEZ RAFAE JR & CONSEULO	56102	5632 SOUTHMOOR DR	
BUSH KENNETH F	56233	5702 SOUTHMOOR DR	
WILLIAMS NIESHA L	56371	5710 SOUTHMOOR DR	
ROBERTSON MICHAEL B & TIFFANY D	56494	5718 SOUTHMOOR DR	
SUGAR AGUA #1 LTD	58192	5309 HWY 277 S	
BROOKS MINA JANET	58593	5458 HWY 277 S	
BRANDT WAYNE E	59189	5442 HWY 277 S	
FAITH DELIVERANCE COMMUNITY	59871		
BROOKS MINA JANET	60000	5450 HWY 277 S	

RAINWATER HOUSING LLC	60117	2366 KENNY CR	
THOMAS JESSE & CHIEKO	60262	2365 KENNY CR	
ABILENE HOSANNA KOREAN CHURCH	60706	6002 DUCHESS AV	
BIG COUNTRY REAL ESTATE LLC	60838	6010 DUCHESS AV	
BIG COUNTRY REAL ESTATE LLC	60839	6014 DUCHESS AV	
ROBISON AARON & ANDREA	61244	5308 HWY 277 S	
COOK CECELIA M	61882	6001 DUCHESS AV	
CRUDDAS WESLEY & BRIELLE	62009	6009 DUCHESS AV	
QUINONEZ ROBERT ELENO &	62130	5601 SOUTHMOOR DR	
GIEHL DENNIS & SANDRA REV TRUST	62134	6017 DUCHESS AV	F
COOKSEY VANCE	62261	5609 SOUTHMOOR DR	
FREED BRANDON ALAN	62387	5617 SOUTHMOOR DR	
FINCH DIANE R	62524	5625 SOUTHMOOR DR	
STARK JAMES K & BRENDA G	62657	5631 SOUTHMOOR DR	
GARCIA BREANNA	62789	5701 SOUTHMOOR DR	
MCRAE BLAINE C & AMANDA	62923	5709 SOUTHMOOR DR	
CARTER ERIKA	63061	5717 SOUTHMOOR DR	
PEREZ BENITO ESCOBEDO	63185	5725 SOUTHMOOR DR	
WINZERLING ALAN W &	63312	5733 SOUTHMOOR DR	
KIMSEY WILLIAM R	63440	5741 SOUTHMOOR DR	
MARSHALL KYONG JOHNSON	63820	6010 PRINCESS LN	
SIMMONS VIVIAN MICHELE	63951	6002 PRINCESS LN	
NEWEBERRY AUSTIN M & KYLEE	64084	2734 BISHOP RD	
MLADAN TONI LEANN	64210	2726 BISHOP RD	
MC GILL CHARLES	64337	2718 BISHOP RD	
KUTH SAMUEL	64457	2710 BISHOP RD	
CHIEM HONG N & HUNG D TRAN	64589	2702 BISHOP RD	
PRACHYL ALLEN & MARCELLA	64711	2642 BISHOP RD	
FERNANDEZ DUANE R	64845	2634 BISHOP RD	
MARTINEZ JUAN L	64971	2626 BISHOP RD	
JONG TERENCE T	65095	2618 BISHOP RD	
KEATING BLAKE E & STEPHANIE L	65219	2610 BISHOP RD	
CALDWELL WILLIAM E &	65342	6001 PRINCESS LN	
CARRANZA ANDRES	65471	6009 PRINCESS LN	
BRUNO EDWIN J	65594	6017 PRINCESS LN	
REVOIR THOMAS LELAND ETUX & EDITH LYNN	66689	6002 MICHAEL CT	
WALKER VALERIE	66805	6001 MICHAEL CT	
LADNER BELINDA E	66922	2350 VICKI DR	
MOORE TONY DELANO	66926	6009 MICHAEL CT	
NORTON ROSS WAYNE &	68667	5401 SOUTHMOOR DR	
HOLDEN JEROD &	68790	5409 SOUTHMOOR DR	
BOYD MARTIN W & CYNTHIA	68897	5417 SOUTHMOOR DR	
WASHINGTON TRACY LEONARD JR	69014	5425 SOUTHMOOR DR	
VANDENBOOMEN KURTIS JR	69126	5433 SOUTHMOOR DR	
HAWKINS ROBERT R III	69254	5501 SOUTHMOOR DR	
KOTAL JOSEPH ALBERT III	69396	5509 SOUTHMOOR DR	
THOMPSON LAWRENCE S & DANIELA	69398	6010 AMY CR	
HUERTA LUIS ADRIAN HERNANDEZ & ALYCIA HERNANDEZ	69515	5517 SOUTHMOOR DR	
SHEPHERD ASSET MANAGEMENT LLC	69519	6002 AMY CR	
CAMACHO SAMMY & ELISA	69661	5525 SOUTHMOOR DR	
KING ROBERT DANIEL JR	69785	5533 SOUTHMOOR DR	

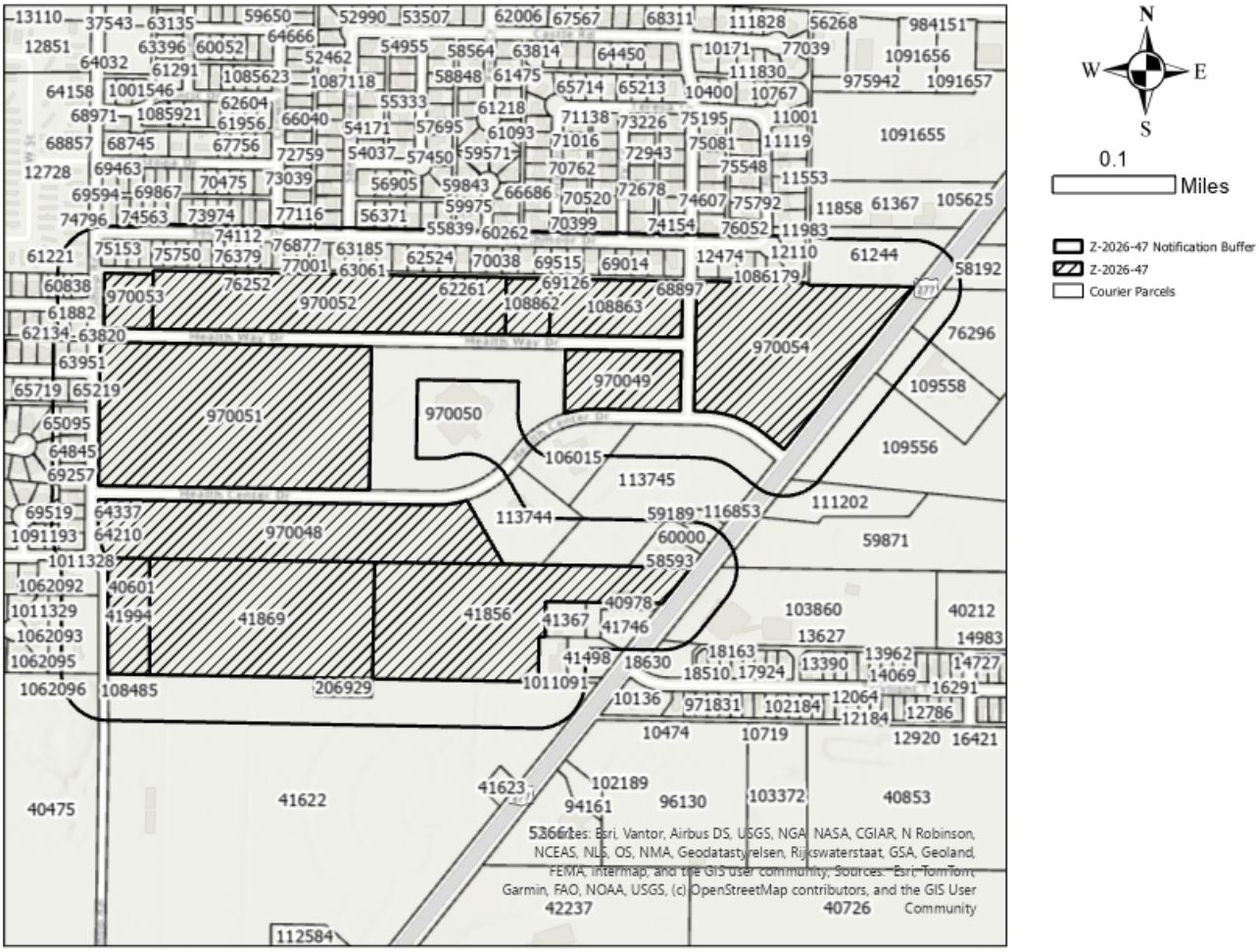
CULPEPPER CATRIONA M	69789	6010 JENNINGS DR	
NTIHEBUZA GILBERT &	69916	5541 SOUTHMOOR DR	
DESIDERIO JUSTIN T	70038	5549 SOUTHMOOR DR	
STEPHENS EDDIE J & SUSAN	70399	2349 VICKI DR	
KILTON NO HUI	72048	2350 KERRY LN	
PARRISH MARK & NELLIE	72416	2349 KERRY LN	
C & W LAND LLC	73430	5802 SOUTHMOOR DR	
C & W LAND LLC	73566	5810 SOUTHMOOR DR	
C & W LAND LLC	73693	5818 SOUTHMOOR DR	
C & W LAND LLC	73833	5826 SOUTHMOOR DR	
C & W LAND LLC	73974	5834 SOUTHMOOR DR	
C & W LAND LLC	74112	5842 SOUTHMOOR DR	
MOUDJIGA OLIVIER	74154	2350 CORSICANA AV	
C & W LAND LLC	74228	5850 SOUTHMOOR DR	
C & W LAND LLC	74332	5858 SOUTHMOOR DR	
C & W LAND LLC	74448	5866 SOUTHMOOR DR	
ALLGOOD VAMELL JENNA	74491	2349 CORSICANA AV	
C & W LAND LLC	74563	5874 SOUTHMOOR DR	
C & W LAND LLC	74681	5882 SOUTHMOOR DR	
VILLARREAL JAIME	75029	5897 SOUTHMOOR DR	
C & W LAND LLC	75153	5889 SOUTHMOOR DR	
C & W LAND LLC	75273	5881 SOUTHMOOR DR	
C & W LAND LLC	75390	5873 SOUTHMOOR DR	
C & W LAND LLC	75502	5865 SOUTHMOOR DR	
C & W LAND LLC	75622	5857 SOUTHMOOR DR	
C & W LAND LLC	75750	5849 SOUTHMOOR DR	
C & W LAND LLC	75883	5841 SOUTHMOOR DR	
C & W LAND LLC	76008	5833 SOUTHMOOR DR	
VEGA ANTONIO & MARY ANN	76052	2350 CICILY LN	
C & W LAND LLC	76135	5825 SOUTHMOOR DR	
C & W LAND LLC	76252	5817 SOUTHMOOR DR	
PATEL SUNIL S	76296		
C & W LAND LLC	76379	5809 SOUTHMOOR DR	
C & W LAND LLC	76499	5801 SOUTHMOOR DR	
C & W LAND LLC	76618	5773 SOUTHMOOR DR	
C & W LAND LLC	76748	5765 SOUTHMOOR DR	
C & W LAND LLC	76877	5757 SOUTHMOOR DR	
C & W LAND LLC	77001	5749 SOUTHMOOR DR	
HEADSTREAM DEBORAH SHAFER	77244	2381 CROWN PL	
FAITH DELIVERANCE COMMUNITY	103860	5501 HWY 277 S	
PLEX MEDICAL OFFICE	106015	5441 HEALTH CENTER DR	
ROCHA ROBERT G	108485	2850 BISHOP RD	
WHITNEY ENTERPRISE LLC	108862	5534 HEALTH WAY DR	
WHITNEY ENTERPRISE LLC	108863	5402 HEALTH WAY DR	
PATEL SUNIL S	109556		
RUSHMORE INVESTMENT LLC	109558	5401 HWY 277 S	
FAITH DELIVERANCE COMMUNITY	111202		
PLP MEDICAL REALTY PARTNERS LLC	113744	5601 HEALTH CENTER DR	
WHITNEY ENTERPRISE LLC	113745		
LEGACY FUNERAL HOLDINGS LLC	206929		
WHITNEY ENTERPRISE LLC	970048	5301 HEALTH CENTER DR	

WHITNEY ENTERPRISE LLC	970049	5401 HEALTH CENTER DR	
AE ABILENE LLC	970050	5602 HEALTH CENTER DR	
WHITNEY ENTERPRISE LLC	970051	5802 HEALTH CENTER DR	
WHITNEY ENTERPRISE LLC	970052	5602 HEALTH WAY DR	
WHITNEY ENTERPRISE LLC	970053	2441 BISHOP RD	
WHITNEY ENTERPRISE LLC	970054	5302 HEALTH CENTER DR	
BROWDER EDDIE	1011091		
GATHRIGHT KERRI	1086179		

CONCEPT PLAN



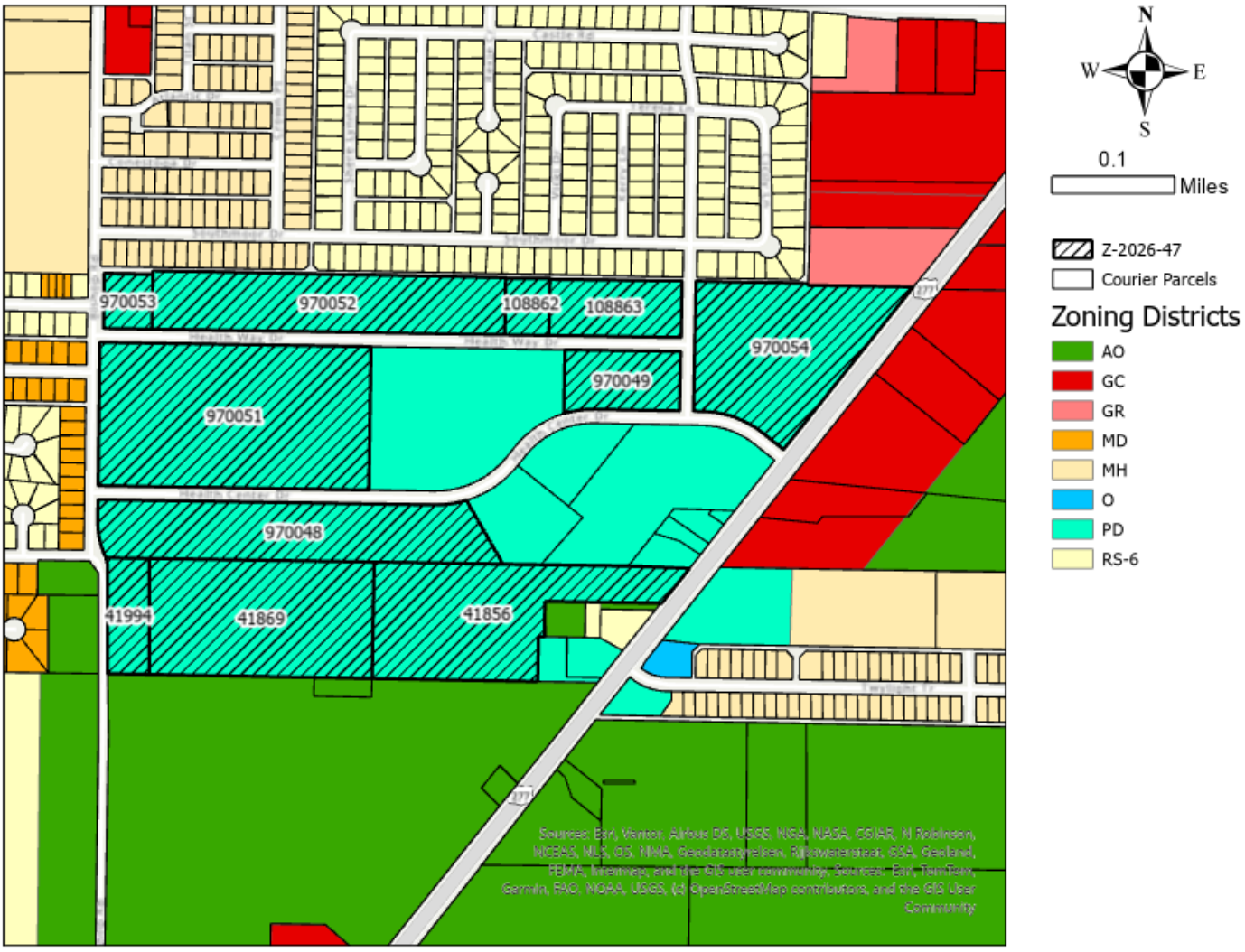
NOTIFICATION MAP



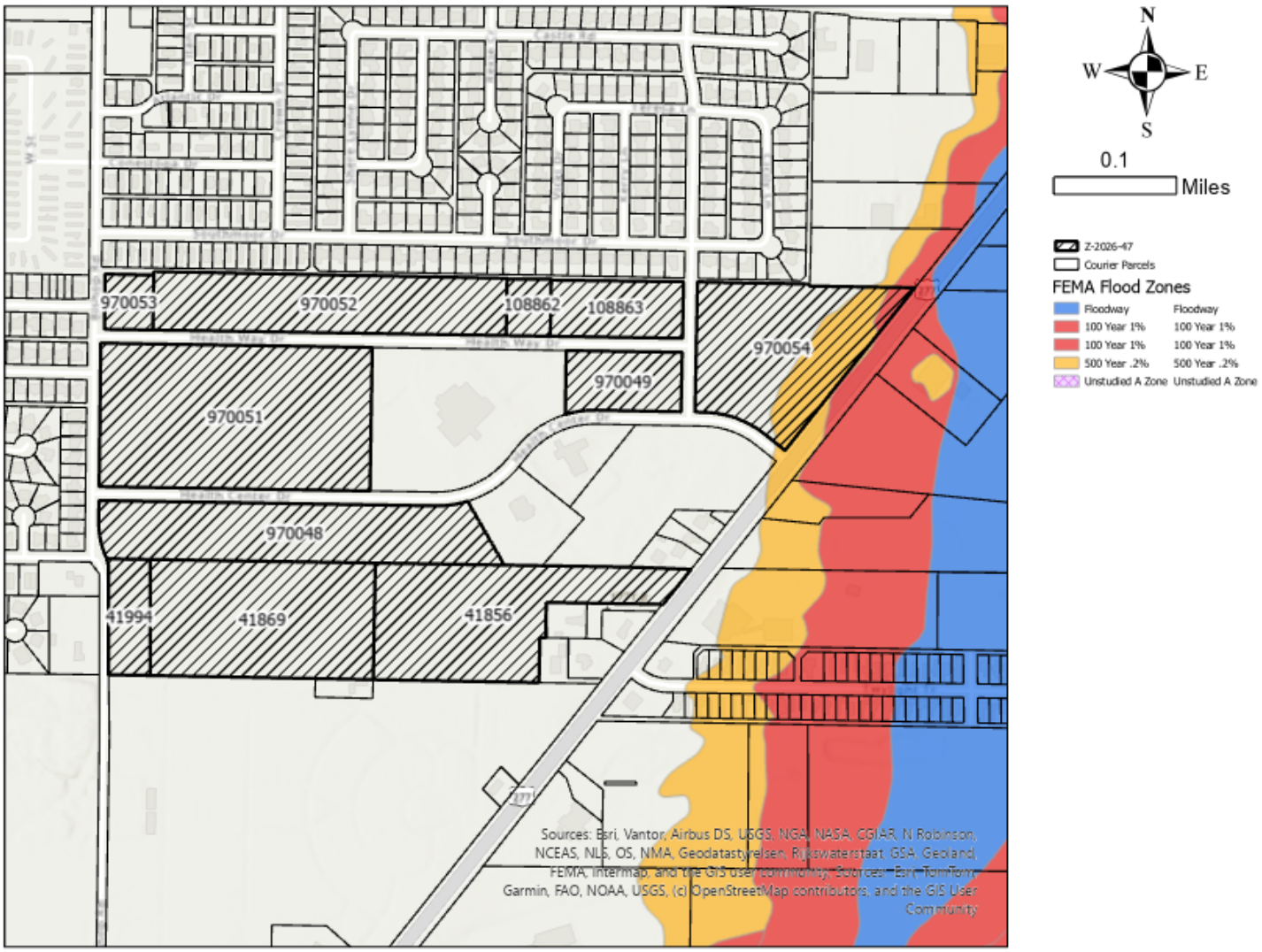
LOCATION MAP



ZONING MAP


970053
970052
108862
108863
970054
970049
970051
970048
41994
41869
41856
N
W
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Miles
Z-2026-47
Courier Parcels
Zoning Districts
AO
GC
GR
MD
MH
O
PD
RS-6

FLOOD MAP


970053
970052
108862
108863
970054
970049
970051
970048
41994
41869
41856
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W
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Miles
Z-2026-47
Courier Parcels
FEMA Flood Zones
Floodway
Floodway
100 Year 1%
100 Year 1%
100 Year 1%
100 Year 1%
500 Year .2%
500 Year .2%
Unstudied A Zone
Unstudied A Zone
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-47

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 23 AM 9:59

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

Requestor's Property Zoning: PDD-76

Requestor's Proposed Zoning: PDD-76

Requestor's Parcel ID:
970051-970053, 108862
108863, 41869, 41856,
970048, 970049

Your Name: TOWNE ALICE JANE

Your Address: 5526 HWY 277 S

Your Parcel ID: 41746

I am in favor ☐

I am opposed ☒

Signature: Alice Jane Towne

ndicate your position on t… …e dotted line and returning it to the address below. Additional comment space is prov… …esponse 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.

AUG 4 AM 9:33

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

Requestor's Property Zoning: PDD-76
Requestor's Proposed Zoning: PDD-76
Requestor's Parcel ID:
970051-970053, 108862
108863, 41869, 41856,
970048, 970049

Your Name: GIEHL DENNIS & SANDRA
Your Address: 6017 DUCHESS AV
Your Parcel ID: 62134

I am in favor ☒
I am opposed ☐

My wife, Sandra, passed away November 17, 2025.

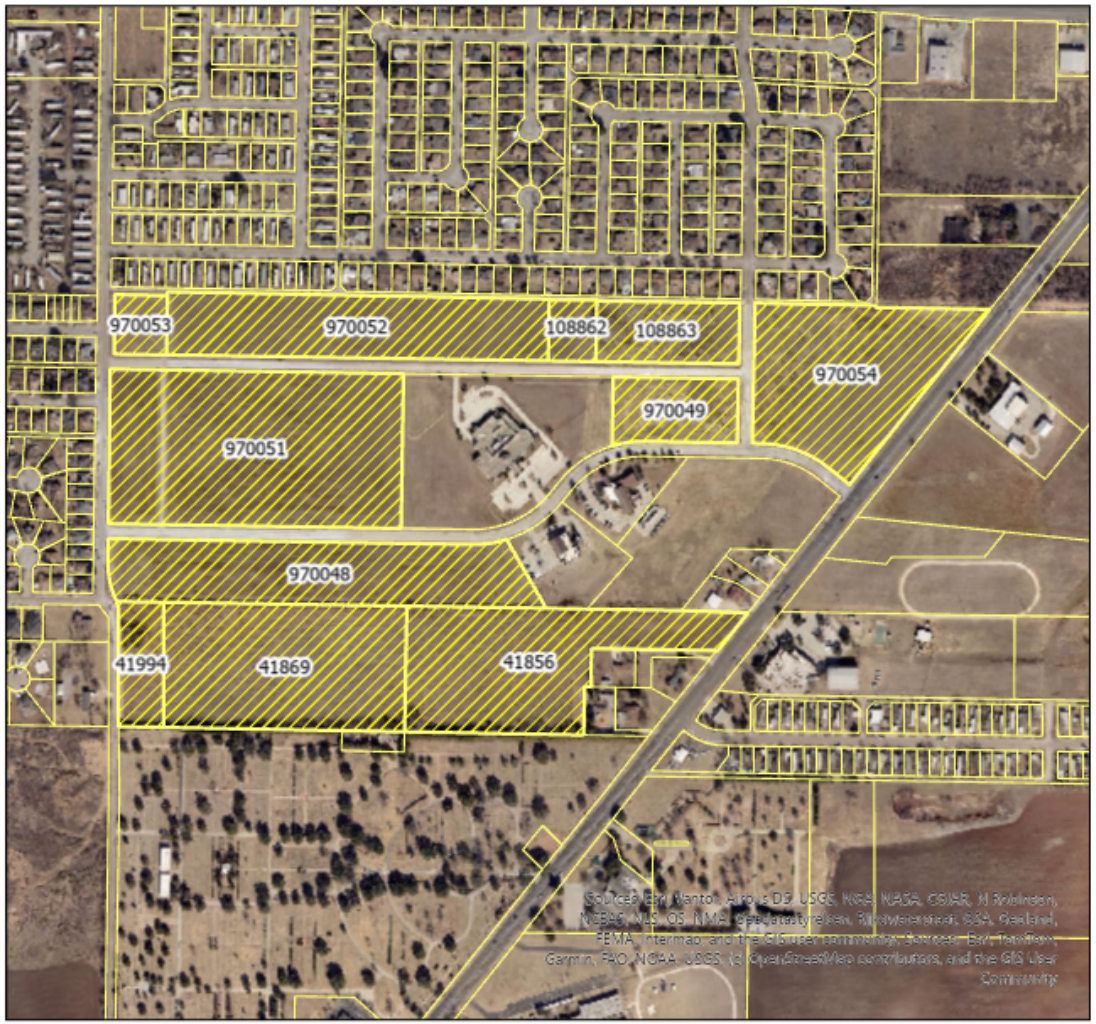
Signature: _____

REZONE REQUEST

Case:	Z-2026-47
Owner:	West Texas Real Estate Development, LLC
Agent:	eHT Engineering
Request:	Amend the terms and conditions of PDD-76 to allow patio home and townhome uses within Tract 3
Location:	5534 Health Way Drive
Notification:	1 in Favor, 1 in Opposition
Planning & Zoning:	August 4, 2026
Council Hearing:	August 27, 2026
	September 10, 2026

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



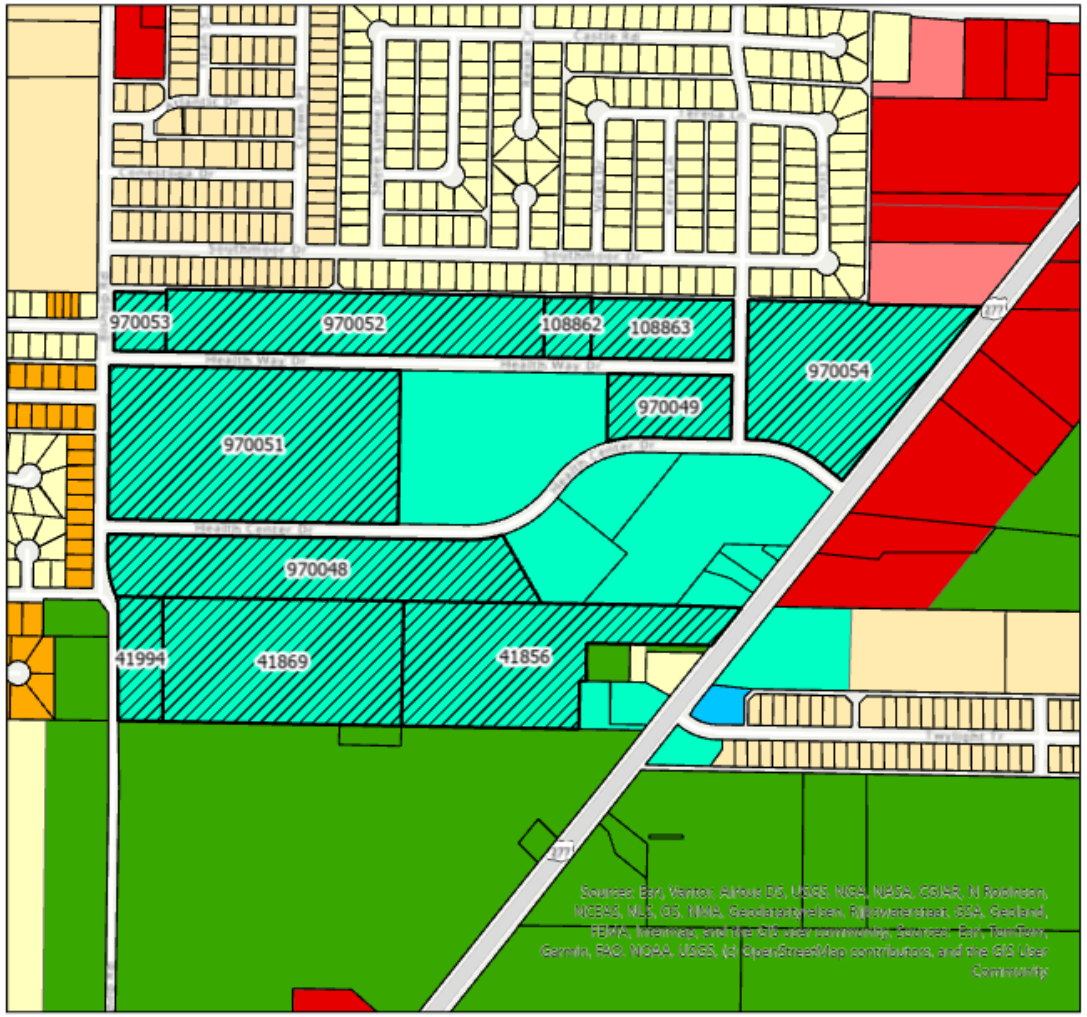
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Z-2026-47
Courier Parcels

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ZONING MAP



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Z-2026-47
Courier Parcels

Zoning Districts
- AO
- GC
- GR
- MD
- MH
- O
- PD
- RS-6

CITY OF ABILENE TEXAS

PROPERTY VIEWS



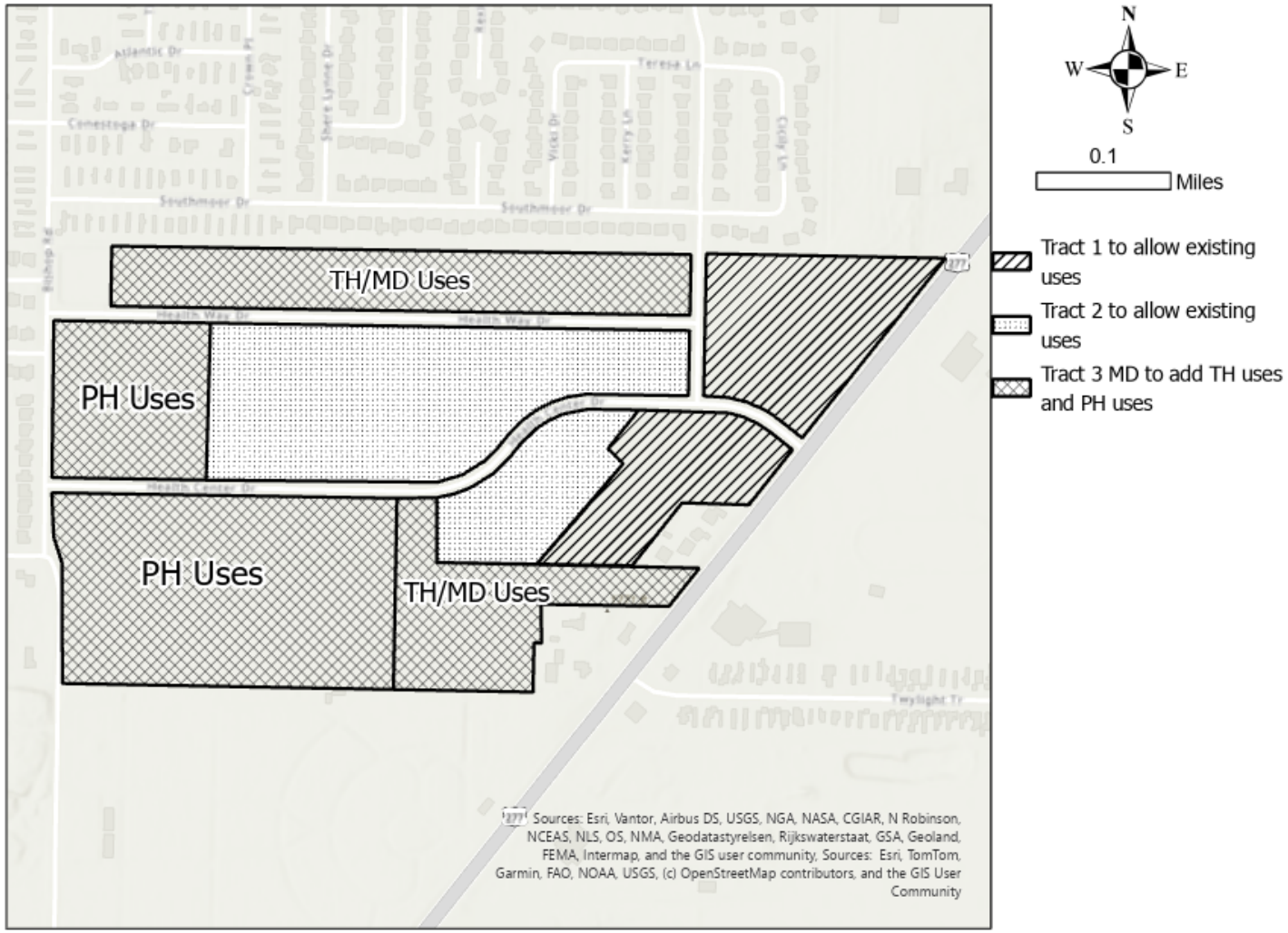






CITY OF ABILENE TEXAS

CONCEPT PLAN



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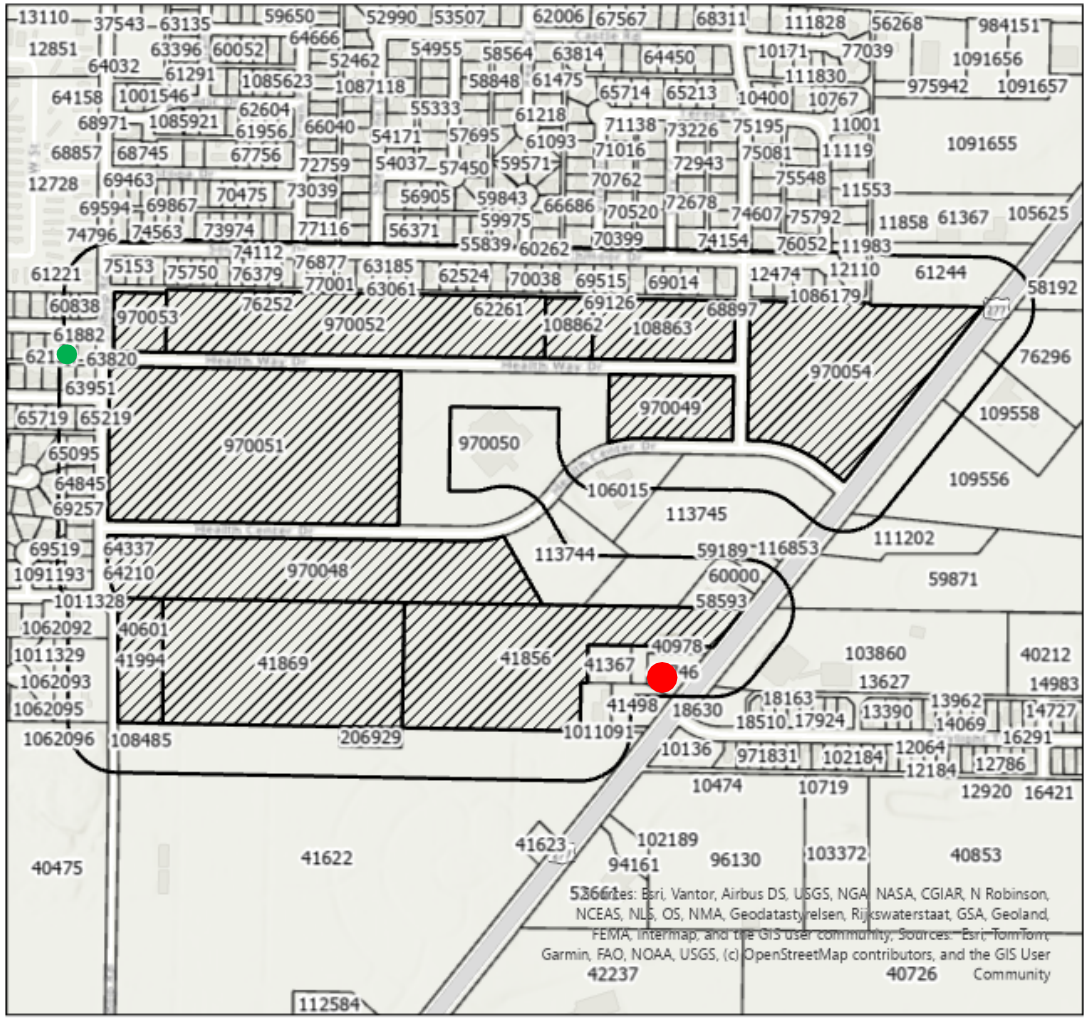
Tract 1 to allow existing uses

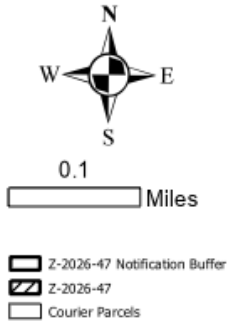
Tract 2 to allow existing uses

Tract 3 MD to add TH uses and PH uses

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP





1 - In Favor-

1 - Opposed-

0.7% Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

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

P&Z recommends **approval.**

CITY OF ABILENE TEXAS

Questions?

CITY COUNCIL MEMORANDUM
8/27/2026

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

ITEM: **18. Ordinance (First Reading) Z-2026-48: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner to change the zoning of approximately 30.08 acres from Agricultural Open (AO) to Residential Single Family (RS-6). Located at 6648 Butterfield Trail. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City limits in 1986 and has remained Agriculturally zoned since.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

The Planning and Zoning Commission recommends approval.

ATTACHMENTS:

1. Ordinance
2. Z-2026-48 - Staff Report
3. 6649 Inverness St. - Opposed
4. Favor - 6674 Inverness St
5. Z-2026-48 - Presentation

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 27th 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 10th day of September, 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 10th day of September, 2026.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 30.08 acres from Agricultural Open (AO) to Residential Single Family (RS-6).

Legal description as follows:

BEING A 30.08 ACRE TRACT OUT OF THE JOHN ADAMS SURVEY NO. 44, TAYLOR COUNTY, TEXAS, SAME BEING CONVEYED AS A 30 ACRE TRACT IN DOCUMENT NO. 2017-21128, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 3/8 INCH IRON ROD AT THE SOUTHWEST CORNER OF THIS TRACT, THE JOHN ADAMS SURVEY NO. 44, AND SAID 30 ACRE TRACT;

THENCE N 00 DEGREES 59 MINUTES 52 SECONDS EAST, ALONG THE WEST BOUNDARY LINE OF THE JOHN ADAMS SURVEY NO. 44, A DISTANCE OF 1895.70 FEET TO A FOUND 3/8 INCH IRON ROD WITH PLASTIC CAP MARKED "GEOTEX 4885" AT THE NORTHWEST CORNER OF SAID JOHN ADAMS SURVEY NO. 44, SAID 30 ACRE TRACT AND THIS TRACT;

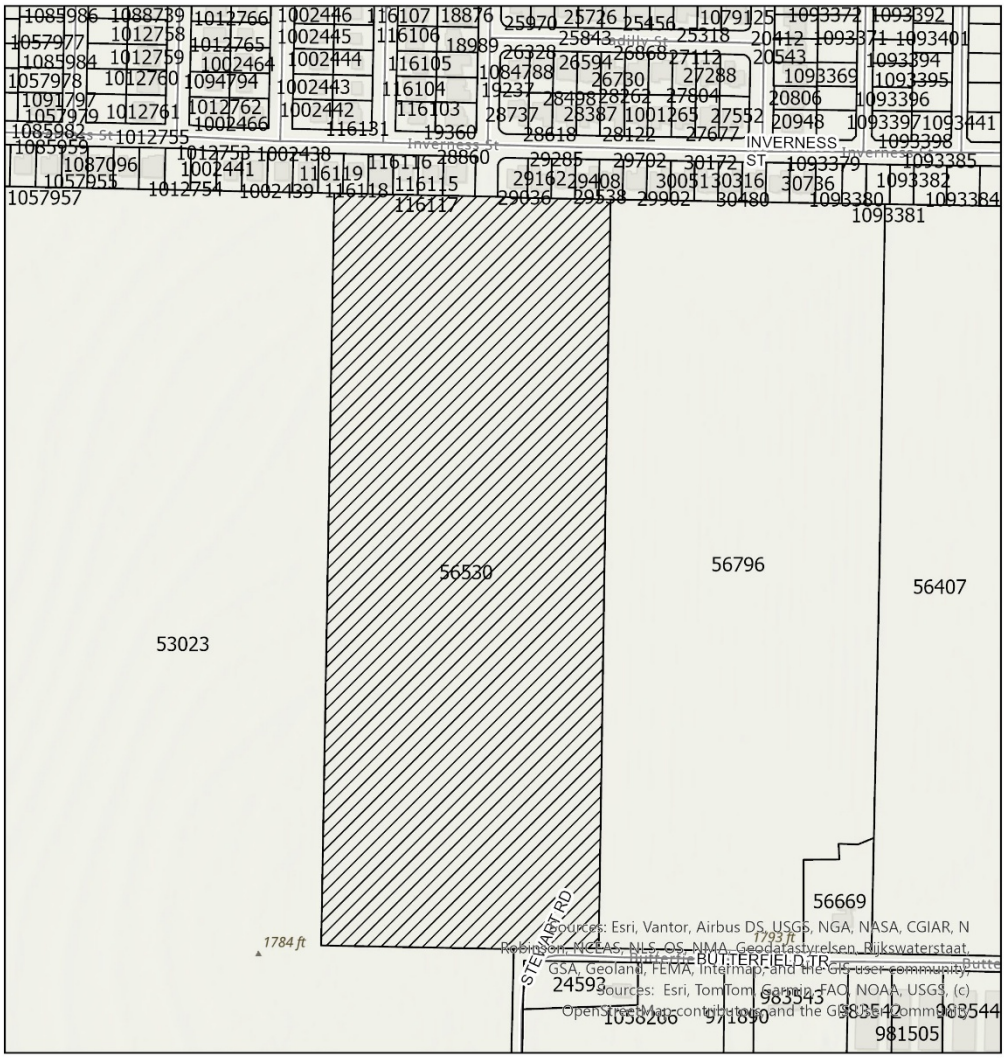
THENCE SOUTH 88 DEGREES 26 MINUTES 40 SECONDS EAST, ALONG THE NORTH BOUNDARY LINE OF THE JOHN ADAMS SURVEY NO. 44, A DISTANCE OF 692.30 FEET TO A FOUND ½ INCH IRON ROD AT THE NORTHEAST CORNER OF SAID 30 ACRE TRACT AND THIS TRACT;

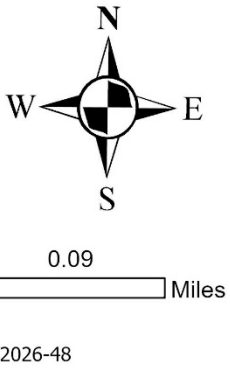
THENCE SOUTH 00 DEGREES 58 MINUTES 48 SECONDS WEST A DISTANCE OF 1888.15 FEET TO A FOUND 3/8 INCH IRON ROD ON THE NORTH LINE OF BUTTERFIELD TRAIL AT THE SOUTHEAST CORNER OF SAID 30 ACRE TRACT AND THIS TRACT;

THENCE NORTH 89 DEGREES 04 MINUTES 09 SECONDS WEST A DISTANCE OF 692.85 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 30.08 ACRES. SURVEYED IN MAY 2022.

Located at 6648 Butterfield Trail.

ORDINANCE NO. _____





END

ZONING CASE
Z-2026-48
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: August 4, 2026
City Council 1st Reading: August 27, 2026
City Council 2nd Reading: September 10, 2026

Applicant
Agent: eHT
Owner: Wesley Hawks

Case Manager
Kera Valois – Planner

Request
Change the zoning of approximately 30.08 acres from Agricultural Open (AO) to Residential Single Family (RS-6).

Location
Located at 6648 Butterfield Trail. Legal description being a 30.08 acre tract out of the John Adams Survey No. 44, Abilene, Taylor County, Texas.

Background
The subject property was annexed into the City limits in 1986 and has remained Agriculturally zoned since.

Zoning, Existing and Proposed Land Use

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

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

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

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

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
This property will be subject to site plan review; therefore, any and all utilities that are required will be addressed during that time.

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

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

Attachments

- 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

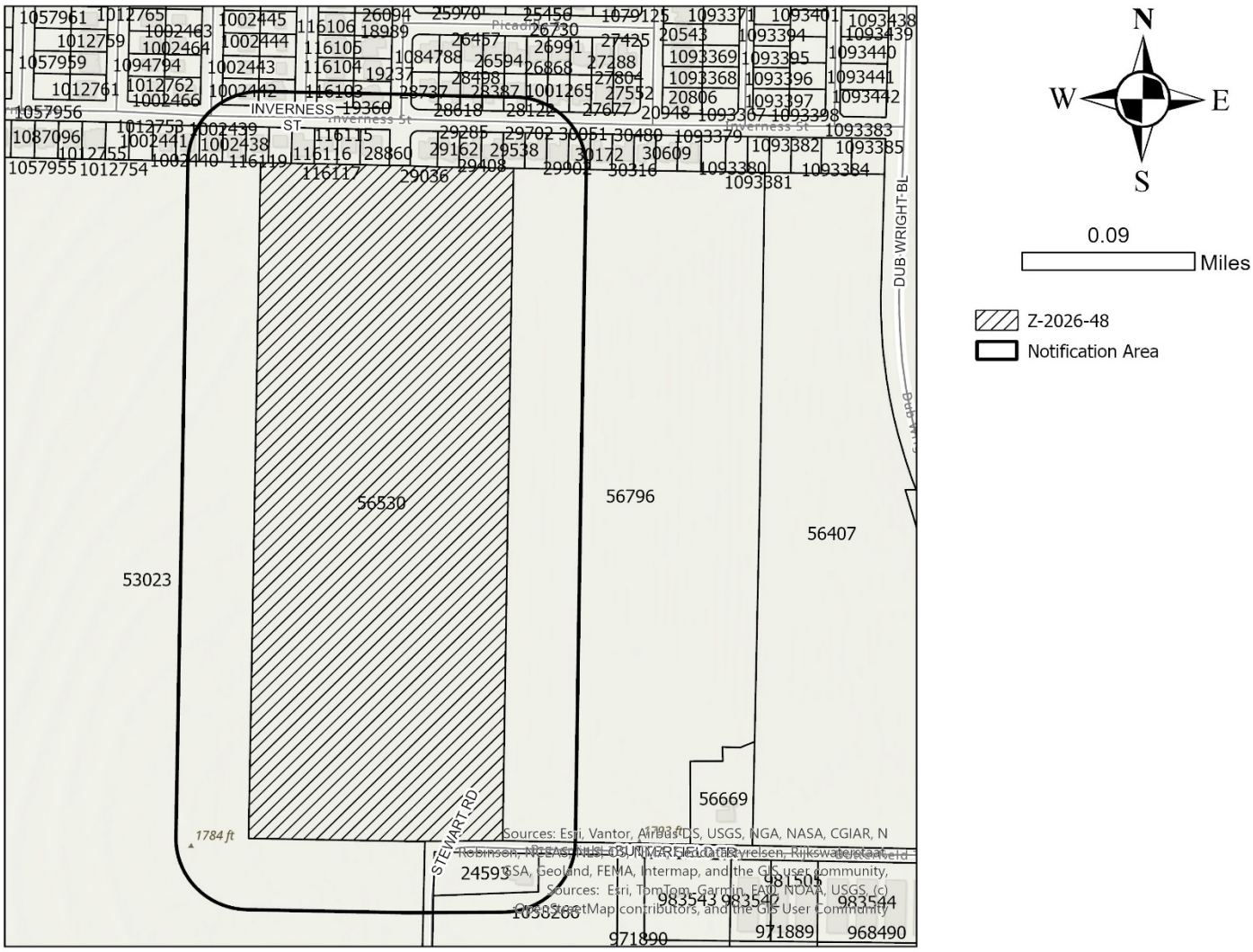
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ARNETT MONICA S SELF	29538	6641 INVERNESS ST	
BACA DWAYNE A & MELINDA R	29902	6625 INVERNESS ST	
BAILEY QUANTESH	1002438	6749 INVERNESS ST	
BURKS TINA STACEY	28122	6634 INVERNESS ST	
COOK CHARLES	1001265	6626 INVERNESS ST	
CROWN MONEY LLC	53023	3802 STEWART RD	
DIMAOALA LESNER	29285	6657 INVERNESS ST	
FARVARDIN LLC	116116	6717 INVERNESS ST	
FENTON RICHARD D JR	116131	3142 STERLING ST	
GRAY TROY	24593	6649 BUTTERFIELD TR	
GUTHRIE CHRISTOPHER SHAWN &	28498	6658 INVERNESS ST	
HAWKS WES	56530	6648 BUTTERFIELD TR	
JOHNSON PAUL	56796	6610 BUTTERFIELD TR	
LOPEZ MANUEL ALEXIS & TIESHA DENISE	30051	6617 INVERNESS ST	
MARINE MARK C	29162	6671 INVERNESS ST	
MC CUSKER THOMAS J & SANDRA R	28262	6642 INVERNESS ST	
MOORE LARRY J & ANN MARIE	29036	6673 INVERNESS ST	
PALMER DONNALYNN P	28387	6650 INVERNESS ST	
PARRIS BRADLEY D & ANN E	28860	6701 INVERNESS ST	
QUINN KEITH	28737	6674 INVERNESS ST	F
SANCHEZ MANUEL & HERLINDA	116115	6709 INVERNESS ST	
SCHULTZ ZACHARY LEE & KRISTIN ELIZABETH	1002440	6809 INVERNESS ST	
SHARP TOM	1058266		
SMITH CHRISTOPHER W	19360	3142 DELAWARE RD	
SMITH WILLIAM MARK & MARGARET ANN	29702	6633 INVERNESS ST	

SORIANO BEATRIZ ADRIANA	116119	6741 INVERNESS ST	
STEWART BRADLY WES & KORI	116118	6733 INVERNESS ST	
THOMPSON DESMOND A & ASHTON D	1002439	6801 INVERNESS ST	
VALADEZ RAUL L & CHRISTINA M	29408	6649 INVERNESS ST	O
VANDERBURG JORY R	1002442	3141 PAUL ST	
VENABLE DANIEL D JR	116117	6725 INVERNESS ST	
WEBB CHARLES E & MISTY M	116103	3141 STERLING ST	
WILLIAMS JACK B & SHELLEY R	28618	6670 INVERNESS ST	

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

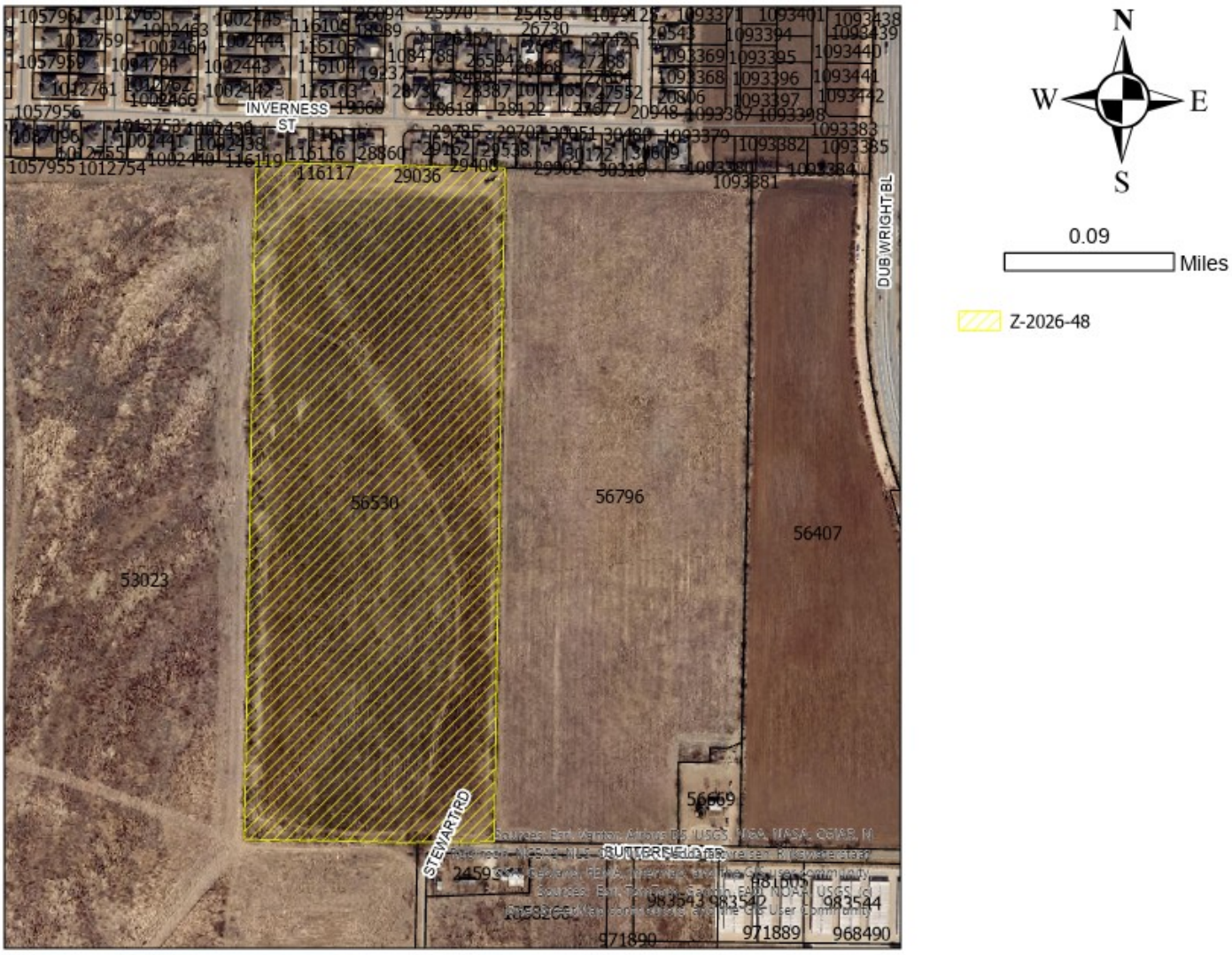
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
SMITH CHRISTOPHER W	19360	3142 DELAWARE RD	
GRAY TROY	24593	6649 BUTTERFIELD TR	
BURKS TINA STACEY	28122	6634 INVERNESS ST	
MC CUSKER THOMAS J & SANDRA R	28262	6642 INVERNESS ST	
PALMER DONNALYNN P	28387	6650 INVERNESS ST	
GUTHRIE CHRISTOPHER SHAWN &	28498	6658 INVERNESS ST	
WILLIAMS JACK B & SHELLEY R	28618	6670 INVERNESS ST	
QUINN KEITH	28737	6674 INVERNESS ST	F
PARRIS BRADLEY D & ANN E	28860	6701 INVERNESS ST	
MOORE LARRY J & ANN MARIE	29036	6673 INVERNESS ST	
MARINE MARK C	29162	6671 INVERNESS ST	
DIMAOALA LESNER	29285	6657 INVERNESS ST	
VALADEZ RAUL L & CHRISTINA M	29408	6649 INVERNESS ST	O
ARNETT MONICA S SELF	29538	6641 INVERNESS ST	
SMITH WILLIAM MARK & MARGARET ANN	29702	6633 INVERNESS ST	
BACA DWAYNE A & MELINDA R	29902	6625 INVERNESS ST	
LOPEZ MANUEL ALEXIS & TIESHA DENISE	30051	6617 INVERNESS ST	
CROWN MONEY LLC	53023	3802 STEWART RD	
HAWKS WES	56530	6648 BUTTERFIELD TR	
JOHNSON PAUL	56796	6610 BUTTERFIELD TR	
WEBB CHARLES E & MISTY M	116103	3141 STERLING ST	
SANCHEZ MANUEL & HERLINDA	116115	6709 INVERNESS ST	
FARVARDIN LLC	116116	6717 INVERNESS ST	
VENABLE DANIEL D JR	116117	6725 INVERNESS ST	
STEWART BRADLY WES & KORI	116118	6733 INVERNESS ST	
SORIANO BEATRIZ ADRIANA	116119	6741 INVERNESS ST	
FENTON RICHARD D JR	116131	3142 STERLING ST	
COOK CHARLES	1001265	6626 INVERNESS ST	
BAILEY QUANTESH	1002438	6749 INVERNESS ST	
THOMPSON DESMOND A & ASHTON D	1002439	6801 INVERNESS ST	
SCHULTZ ZACHARY LEE & KRISTIN ELIZABETH	1002440	6809 INVERNESS ST	
VANDERBURG JORY R	1002442	3141 PAUL ST	
SHARP TOM	1058266		

NOTIFICATION MAP



Case # Z-2026-48
August 17, 2026

LOCATION MAP

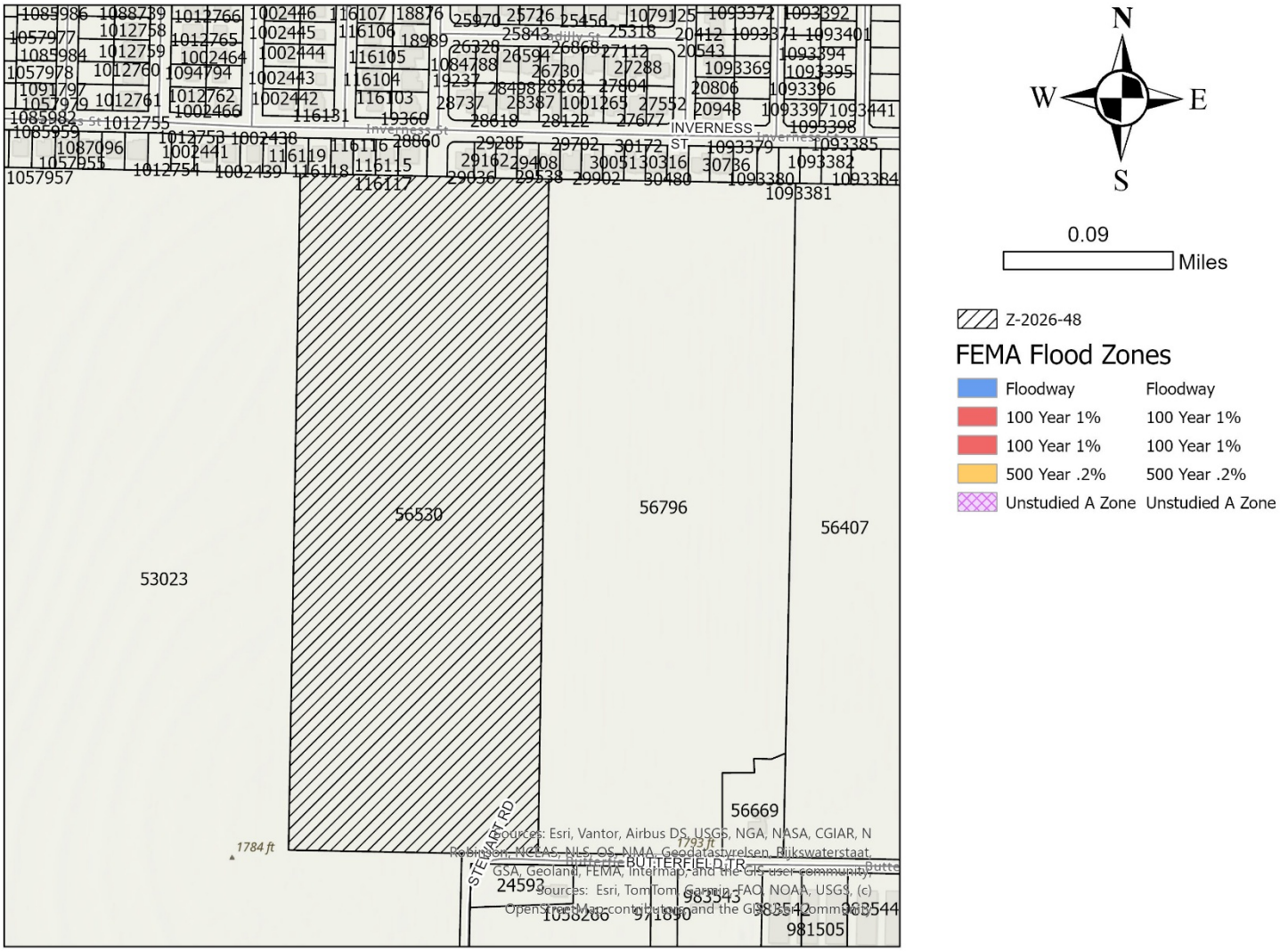


ZONING MAP



Case # Z-2026-48
August 17, 2026

FLOOD MAP


N
W
E
S
0.09
Miles
Z-2026-48
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
INVERNESS ST
56530
56796
56407
53023
56669
24593
1784 ft
1793 ft
STEWART RD
BUTTERFIELD TR
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-2026-48

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 27

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

Requestor's Property Zoning:	AO	Your Name:	VALADEZ RAUL L &	I am in favor ☐
Requestor's Proposed Zoning:	RS-6	Your Address:	6649 INVERNESS ST	
Requestor's Parcel ID:	1063914	Your Parcel ID:	29408	I am opposed ☑

Signature: Raul Valadez

CITY OF ABILENE TEXAS

QUINN KEITH
6674 INVERNESS ST
ABILENE, TX 79606-1616

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2026-48 **July 15, 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 30.08 acres from Agricultural Open (AO) to Residential Single Family (RS-6). Located at 6648 Butterfield Trail. Legal Description being a 30.08 acre tract out of the John Adams Survey Number 44, 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 **September 10, 2026, at 8:30 AM** in the Council Chambers.

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

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ZONING NOTIFICATION RESPONSE FORM CASE: Z-2026-48

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.

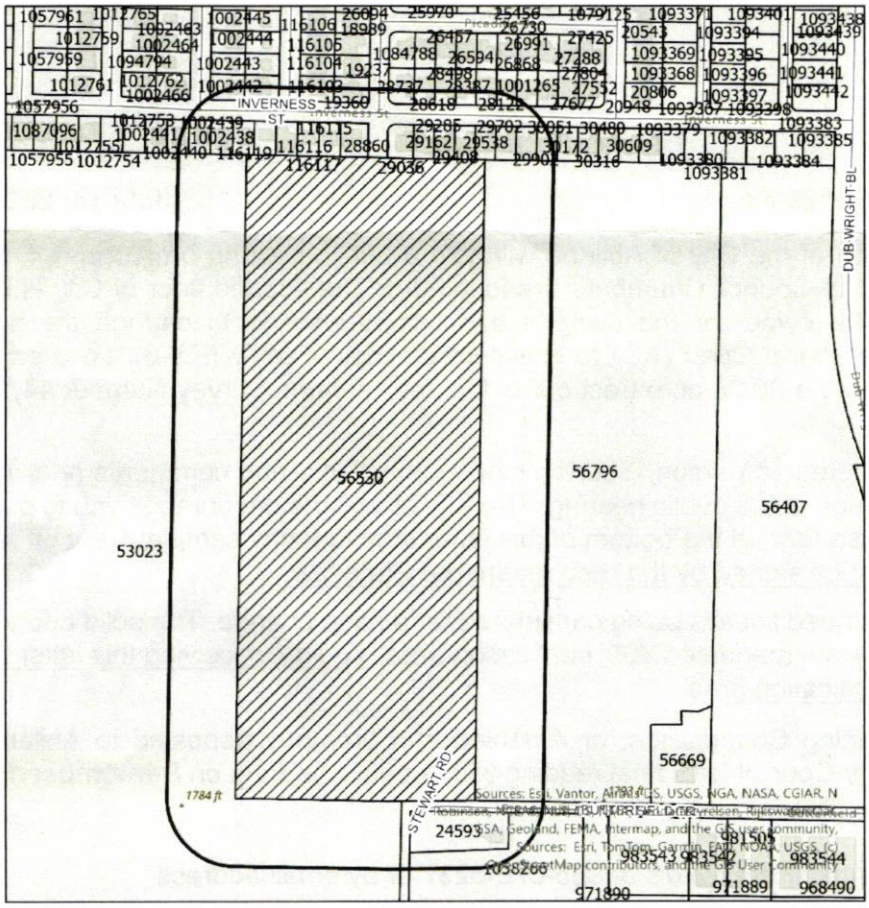
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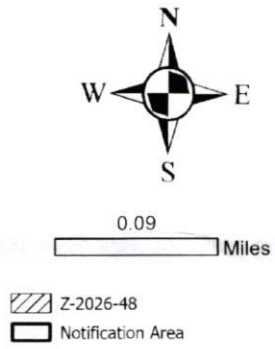
Requestor's Property Zoning:	AO	Your Name:	QUINN KEITH	I am in favor ☒
Requestor's Proposed Zoning:	RS-6	Your Address:	6674 INVERNESS ST	
Requestor's Parcel ID:	1063914	Your Parcel ID:	28737	I am opposed ☐

Signature: _____

CITY OF ABILENE TEXAS

Z-2026-48





If opposed, please provide comments:

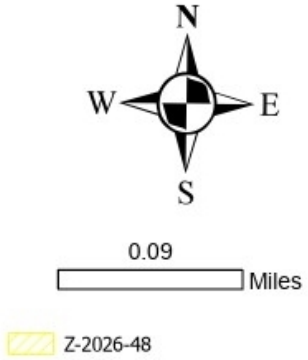
REZONE REQUEST

Case:	Z-2026-48
Agent:	eHT
Owner:	Wesley Hawks
Request:	Change the zoning of approximately 30.08 acres from Agricultural Open (AO) to Residential Single Family (RS-6).
Location:	Located at 6648 Butterfield Trail.
Notification:	1 in Favor, 1 in Opposition
Planning & Zoning:	August 4, 2026
Council Hearing:	August 27, 2026
	September 10, 2026

CITY OF ABILENE TEXAS

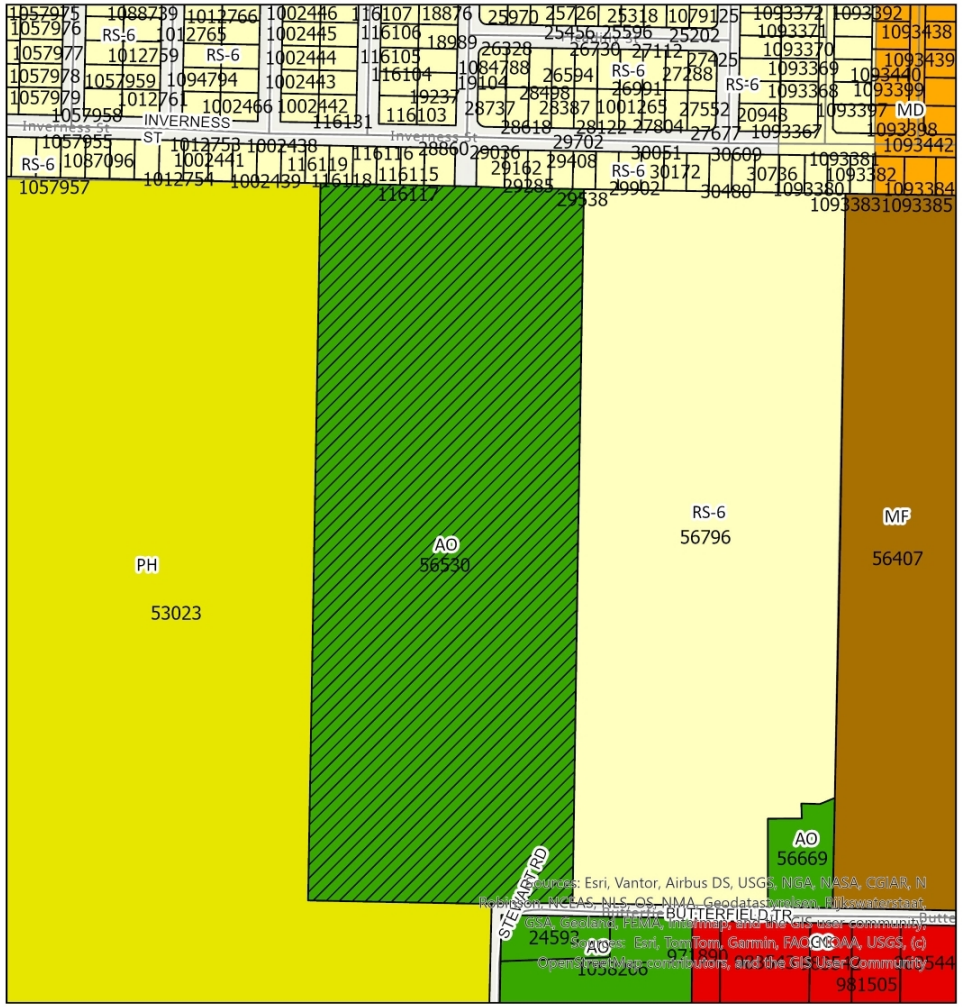
AERIAL LOCATION MAP

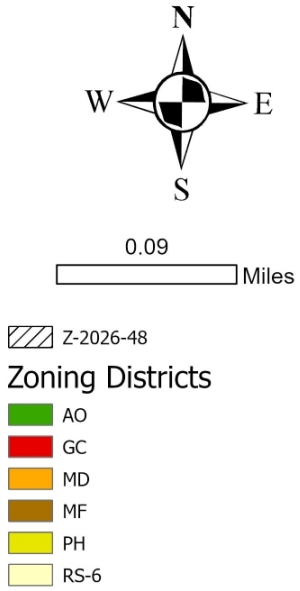




CITY OF ABILENE TEXAS

ZONING MAP





CITY OF ABILENE TEXAS

PROPERTY VIEWS

Subject Property



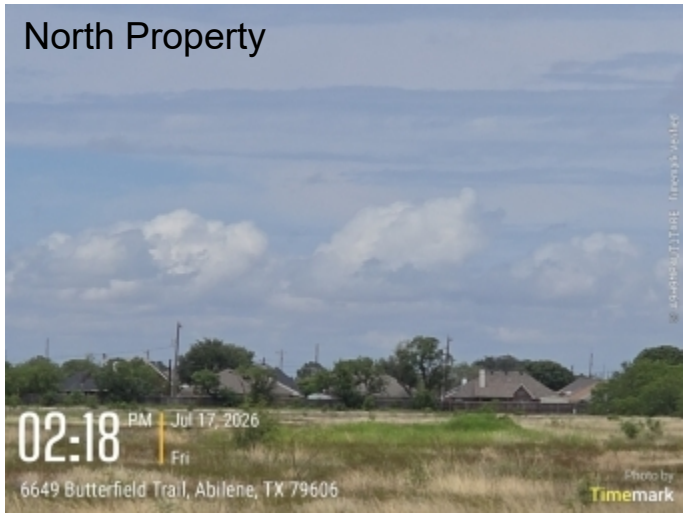
East Property



South Property



North Property



CITY OF ABILENE TEXAS

USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

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

CITY OF ABILENE TEXAS

USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

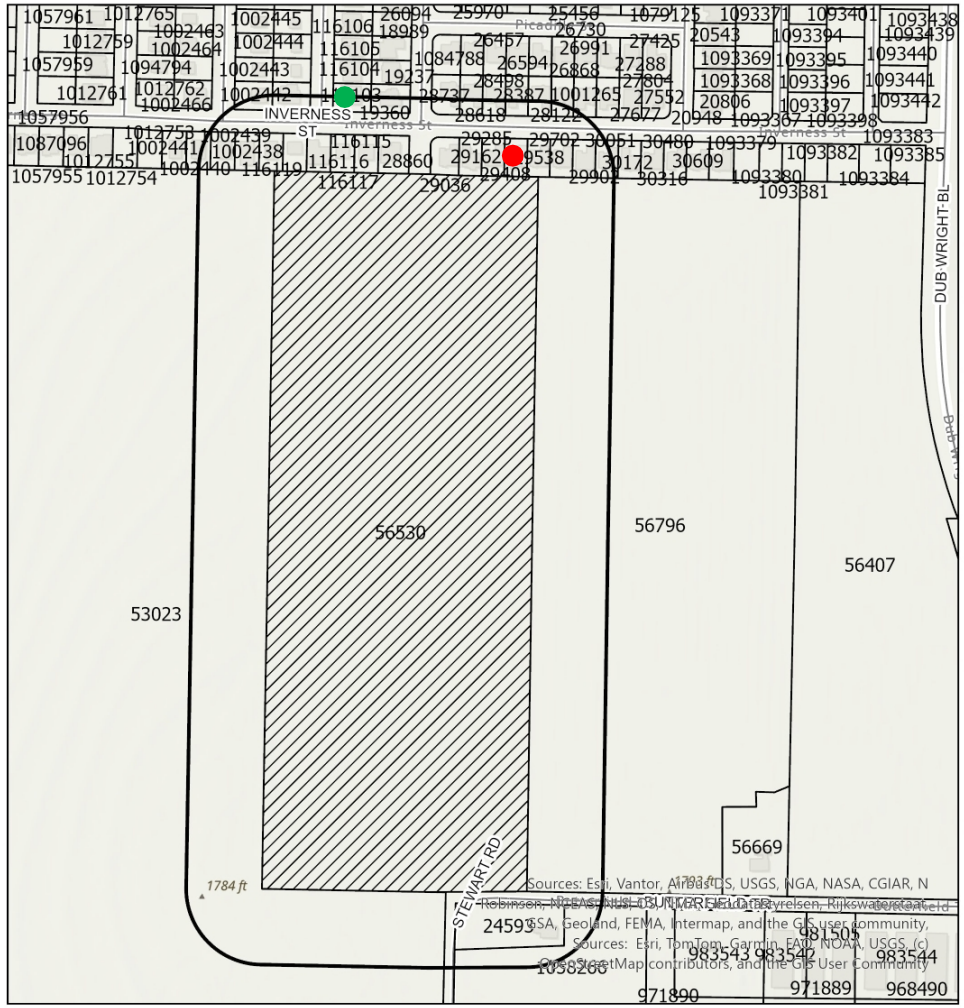
P	Petroleum or Gas Well
P	Urban Garden

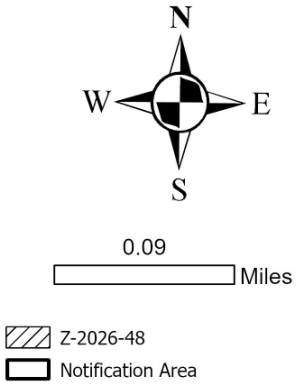
LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP





1 - in Favor -

1- in Opposition –

0.52% in opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z recommends **approval.**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
8/27/2026

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

ITEM: **19. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Amendment No. 1 to the Emergency Construction Contract with Dowtech Specialty Contractors, Inc. for the Hamby VFD & Blower Emergency Project *(Jeremiah Bihl)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve Amendment No. 1 to the Emergency Construction Contract with Dowtech Specialty Contractors, Inc. for the Hamby VFD & Blower Emergency Project in the amount of $706,160.00. Amendment No. 1 increases the total contract amount from $608,000.00 to $1,314,160.00.

The original emergency contract funded temporary blower and VFD rental systems together with emergency labor, electrical materials, and associated construction activities necessary to maintain continuous wastewater treatment operations while the permanent blower system was developed.

As construction progressed, additional work was identified that was necessary to complete the emergency corrective action. Amendment No. 1 provides for the procurement and installation of two permanent blower/VFD units, together with additional electrical, structural, and construction work required to complete the project and transition from the temporary emergency system to a permanent installation.

Approval of Amendment No. 1 will complete the permanent blower replacement portion of the emergency project, improve long-term reliability of the Hamby Water Reclamation Facility, and ensure continued dependable wastewater treatment operations.

This purchase and installation, as set forth in Amendment No. 1, is exempt from competitive bidding as set forth in section 252.022, Texas Local Government Code. This procurement is necessary to preserve or protect the public health or safety of the City's residents, and is necessary because of unforeseen damage to public machinery, equipment, or other property.

FUNDING/FISCAL IMPACT

Amendment No. 1 will be funded from the Water Utilities Capital Improvement Program (CIP) Fund.

STAFF AND/OR BOARD RECOMMENDATION

Staff recommends that the Abilene City Council approve Amendment No. 1 to the Emergency Construction Contract with Dowtech Specialty Contractors, Inc. for the Hamby VFD & Blower Emergency Project in the amount of $706,160.00.

ATTACHMENTS:

1. 2 - WrittenResolution - Hamby VFD Blower Amendment 1
2. Signed Amendment No.1
3. Council Brief Sheet - Hamby Blower Amendment 1
4. 3 - Presentation - Hamby VFD Blower Amendment 1

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING AMENDMENT NO. 1 TO THE EMERGENCY CONSTRUCTION CONTRACT WITH DOWTECH SPECIALTY CONTRACTORS, INC. FOR THE HAMBY VFD & BLOWER EMERGENCY PROJECT.

WHEREAS, the City of Abilene (City) owns and operates the Hamby Water Reclamation Facility, which provides essential wastewater treatment services for the community; and

WHEREAS, the failure of critical blower equipment at the Hamby Water Reclamation Facility required the City to enter into an Emergency Construction Contract with Dowtech Specialty Contractors, Inc. to maintain continuous wastewater treatment operations; and

WHEREAS, as construction progressed, additional work was identified as necessary to complete the emergency corrective action, including the procurement and installation of two permanent APG Neuros turbo blower/VFD units to replace the temporary emergency blower system, together with associated electrical and construction improvements; and

WHEREAS, Amendment No. 1 increases the contract amount by $706,160.00, resulting in a total contract amount of $1,314,160.00; and

WHEREAS, Water Utilities staff recommends approval of Amendment No. 1 to complete the Hamby VFD & Blower Emergency Project;

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

That the City Manager is authorized to execute Amendment No. 1 to the Emergency Construction Contract with Dowtech Specialty Contractors, Inc. for the Hamby VFD & Blower Emergency Project in the amount of $706,160.00.

ADOPTED this 27th day of August, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

STATE OF TEXAS §

§

COUNTY OF TAYLOR §

AGREEMENT FOR EMERGENCY SERVICES

Hamby VFD & Blower – Emergency Project

AMENDMENT NO. 1

The City of Abilene ("City") and Dowtech Specialty Contractors ("Contractor"), entered into an Agreement for Emergency Services dated February 12, 2026 (Agreement), whereby Contractor was to provided emergency services for the City in connection with the Hamby VFD & Blower Emergency.

NOW THEREFORE, both parties agree as follows:

That **"Scope of Contractor Emergency Services",** Attachment A, and **"Compensation",** Attachment B of said original Agreement are hereby supplemented and amended as per the Attachments A-1 and B-1 included in the Amendment No. 1 shall be effective beginning August 27, 2026.

NO FURTHER CHANGES or additions being made, the parties agree that all other terms and conditions of the Agreement dated February 12, 2026, remain in full force and effect, and are fully incorporated by reference. Where terms of this Amendment No. 1 conflict with terms of the original agreement this Amendment shall control. WITNESS our hands to this AMENDMENT this the 27th day of August, 2026.

CITY OF ABILENE

Emily Crawford, City Manager

ATTEST:

By: _____
City Secretary

APPROVED:

_____
City Attorney

DOWTECH SPECIALTY CONTRACTORS

Clint Carlile, Vice President,
Dowtech Specialty Contractors, Inc.

ATTEST:

By: _____

Attachment A-1

Scope of Contractor Services (Amendment No. 1)

EXHIBIT "A"

Hamby VFD & Blower – Emergency Project

The City of Abilene (COA or City) acknowledges that the additional work described herein became necessary as a result of field conditions, utility conflicts, infrastructure configurations, access limitations, constructability requirements, and other conditions encountered during emergency construction that were not reasonably ascertainable during development of the original emergency scope of work.

The additional work is directly related to, and necessary for, completion of the original emergency scope and does not constitute a separate undertaking. This work is to replace two temporary blowers with the two permanent blower/VFD technically specified by a licensed engineer.

I. Additional Services – Construction Phase
   a. Concrete pad housekeeping extensions (2), concrete core drilling for conduit 30" (4), relocating all electrical in basement crawl space (2), additional electrical conduit, flex conduit and miscellaneous for two permanent blower/VFD combination equipment as specified by consulting engineer.

II. Procurement and Installation of Permanent Blower Equipment
   a. Furnish, deliver, install, startup and commission two (2) permanent blower/VFD units, including all appurtenant equipment, materials connections, controls, electrical components, accessories, and manufacturer-required services, as specified by the Engineer. The procurement and installation of these permanent units are necessary to replace the temporary emergency blower system placed into service during the emergency response and to provide reliable, long-term operations of the wastewater treatment facility.

The permanent blower equipment represents the final implementation of the emergency corrective action initiated to address the failure of the existing blower system. The procurement is required to restore permanent operational reliability and regulatory compliance and is therefore a continuation of the original emergency scope rather than a new or unrelated capital improvement. These two (2) permanent blower/VFD units are essential to maintaining continuous wastewater treatment operations, protect public health and safety, preserve the integrity of critical public infrastructure, and maintain compliance with applicable state regulatory requirements and permit obligations.

Attachment B-1

Compensation (Amendment No. 1)

EXHIBIT "B"

Hamby VFD & Blower – Emergency Project

The original contract included was Lump Sum with a not-to-exceed amount of $608,000. Payment for this amendment shall be Lump Sum in the amount of $706,160. This will bring the total contract amount to $1,314,160.

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

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

City Council Brief Sheet

Hamby VFD & Blower Emergency Project — Amendment No. 1

Amendment No. 1 is a significant change order. This sheet is provided ahead of the meeting to explain, in plain terms, what the original emergency contract covered, what changed once work began, and why the amendment is larger than the original contract itself.

The numbers at a glance

Item	Amount
Original emergency contract (approved Feb. 12, 2026)	$608,000.00
Amendment No. 1 (this request)	**+$706,160.00**
New total contract amount	**$1,314,160.00**

The amendment adds **$706,160** bringing the total to about 2.2 times the original. The increase is driven mainly by a decision to **buy the two permanent blowers outright** rather than continue renting them, explained below.

Background — why there was an emergency

The Hamby WRF depends on large blowers to supply the aeration that keeps the wastewater treatment process running. When critical blower equipment failed, the City entered into an emergency construction contract with Dowtech to keep the facility operating without interruption while a permanent replacement was arranged. The original **$608,000** contract paid for temporary rental blowers and variable frequency drives (VFDs), emergency labor and electrical materials, and a planned rent-to-own path for two new permanent blowers.

What changed once work began

Two developments pushed costs above the original estimate:

1. The temporary rentals ran longer than planned. The permanent blowers were not available from the vendor as quickly as represented. The City had to keep the rental blowers in service while waiting for the new units to be delivered, which extended the rental period and cost.

2. Field conditions did not match the drawings. As installation started, crews found the existing building did not match the as-built plans. Completing the work required additional construction that could not have been reasonably anticipated, including:

- Extending the concrete equipment pads
- Core drilling for new electrical conduit
- Relocating and adding electrical in the basement crawl space and adjusting electrical service connections
- Modifying the blower intake and exhaust piping to fit the actual building

Why the amendment is this large: purchase instead of rent-to-own

The single biggest reason for the size of the amendment is the City is **purchasing the two units outright**. The majority of the $706,160 is the purchase price of the two permanent APG Neuros turbo blower/VFD units now installed; the remainder covers the additional construction and electrical work described above. For scale: under the original lease-to-own terms the two blowers carried a reference value of **$682,280** and rented at **$35,000 per month** for the pair. Buying the units outright stops the monthly rental meter and secures the equipment permanently.

Where the project stands today

- Both permanent blower/VFD units are installed and in operation.
- One of the two temporary rental blowers has been returned.
- One rental blower is being kept on hand as a backup until the remaining blowers are competitively bid and the next permanent blower is installed under a separate, future project.

Approve Amendment No. 1 To The Emergency Construction Contract With Dowtech Specialty Contractors, Inc. For The Hamby VFD & Blower Emergency Project

CITY OF ABILENE TEXAS

Hamby VFD & Blower Emergency Project

- Approving Amendment No. 1 to the emergency construction contract with Dowtech Specialty Contractors, Inc. in the amount of $706,160.00.
- Amendment No. 1 provides for the purchase and installation of two permanent APG Neuros turbo blower/VFD units and associated labor and construction work.
- These two permanent blower/VFD units will help provide a reliable long-term solution for wastewater treatment operations while replacing the temporary emergency equipment.

CITY OF ABILENE TEXAS

From Emergency Response to Permanent Blower Installation

- The original $608,000 emergency contract was used to maintain wastewater treatment operations through temporary blower rentals, VFD rental, emergency labor, electrical materials, and related construction work.
- Those temporary measures kept the Hamby Water Reclamation Facility operational while the permanent blower solution was developed.

CITY OF ABILENE TEXAS

Approve Amendment No. 1 To The Emergency Construction Contract With Dowtech Specialty Contractors, Inc. For The Hamby VFD & Blower Emergency Project

QUESTIONS?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
8/27/2026

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

ITEM: **20. Ordinance (Final Reading) Z-2026-44: Receive a Report, Hold a Discussion and Public Hearing, 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:

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 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;

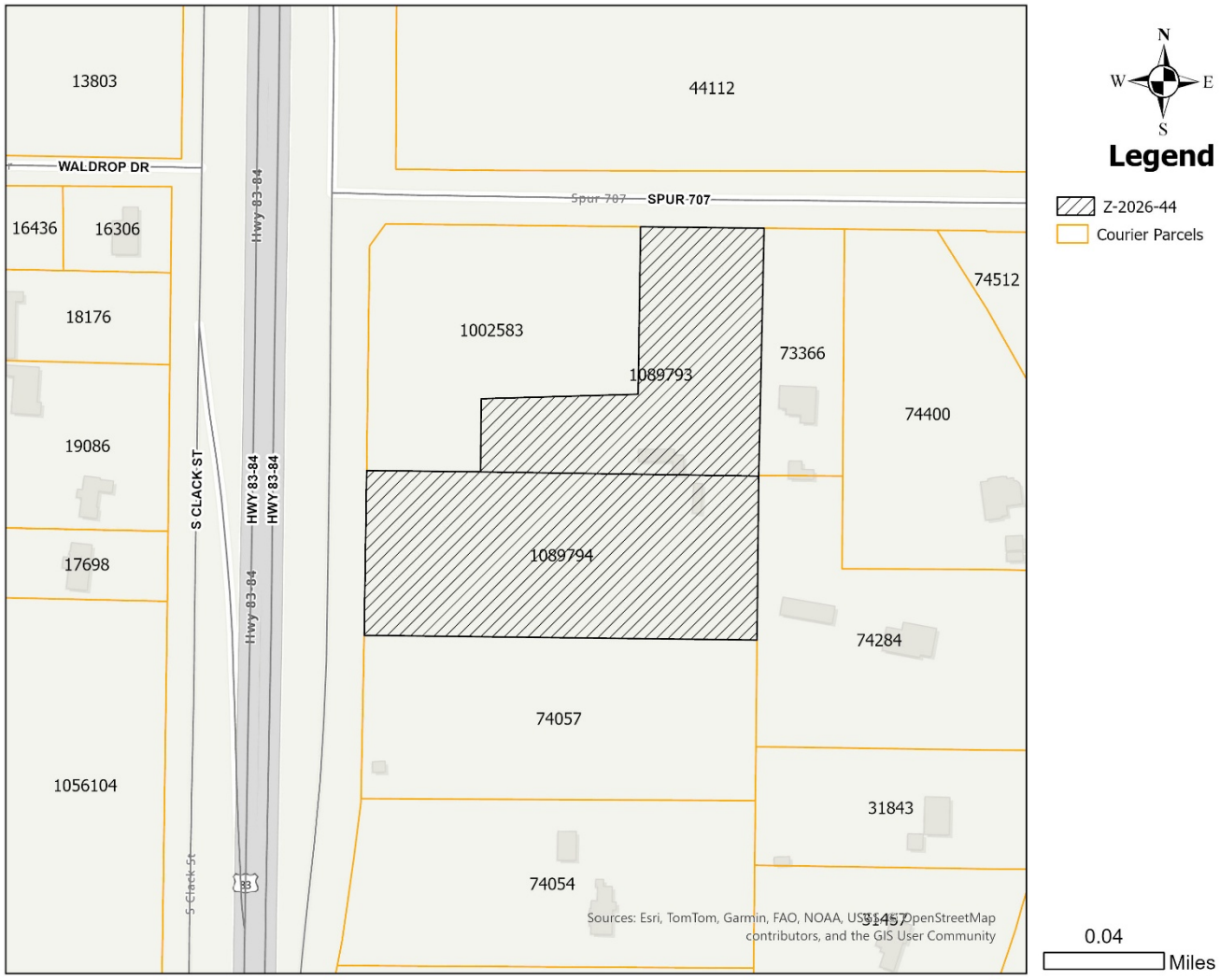
THENCE N88°22’38”E along a north line of this described tract and said 2.99 acre tract, and along a south line of said 3.87 acre tract, a distance of 204.86 feet to a point for an interior corner of this described tract and said 2.99 acre tract, and also being the most easterly southeast corner of said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


13803
44112
WALDROP DR
Spur 707
SPUR 707
16436
16306
18176
19086
17698
1056104
S CLACK ST
HWY 83-84
Hwy 83-84
1002583
1089793
1089794
73366
74512
74400
74284
74057
74054
31843
31457
N
W
E
S
Legend
Z-2026-44
Courier Parcels
0.04
Miles
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors, and the GIS User Community

END

ZONING CASE
Z-2026-44
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

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:

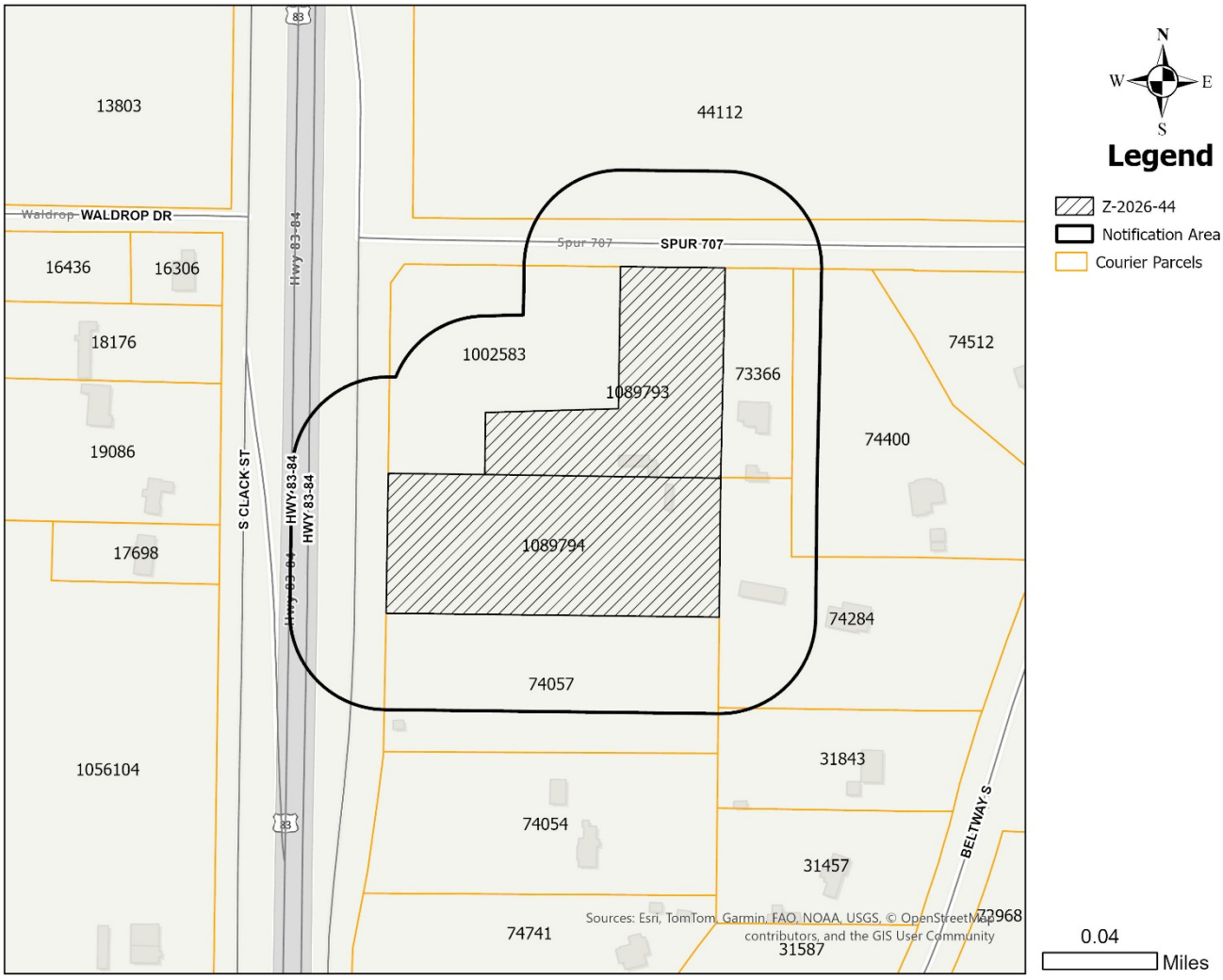
PROPERTY OWNER Legend: O - Opposed, F - In Favor

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	

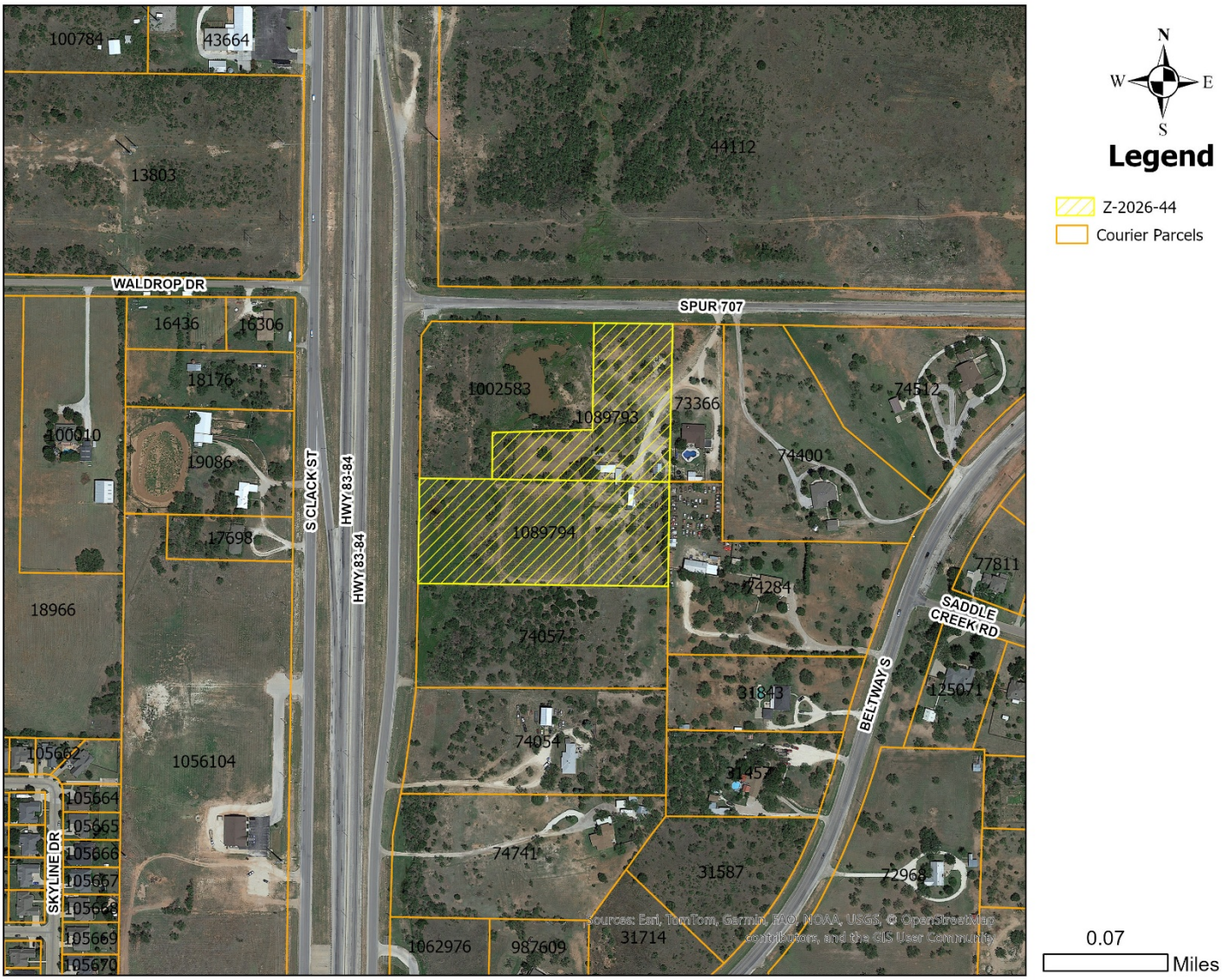
PROPERTY ID Legend: O - Opposed, F - In Favor

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		

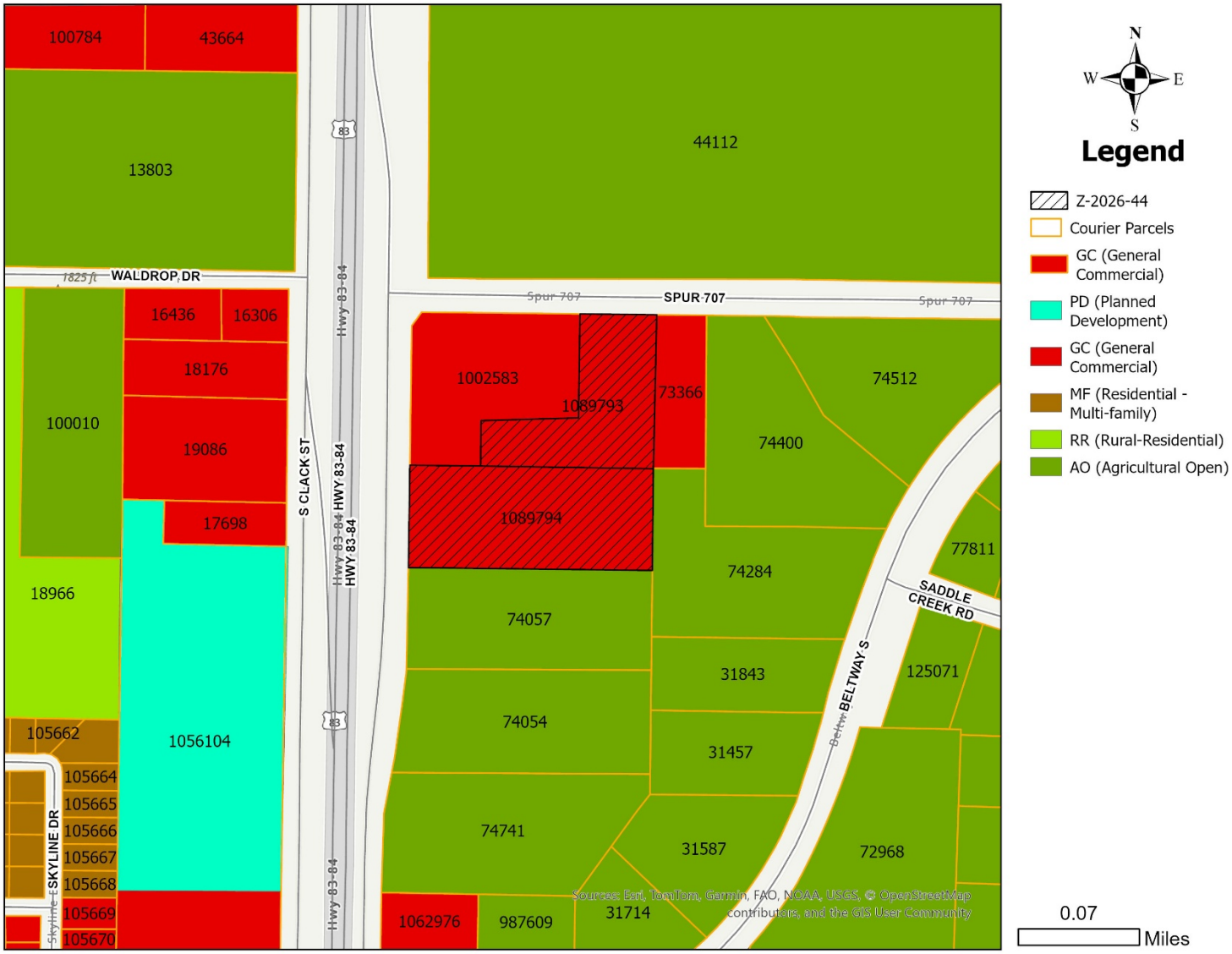
NOTIFICATION MAP



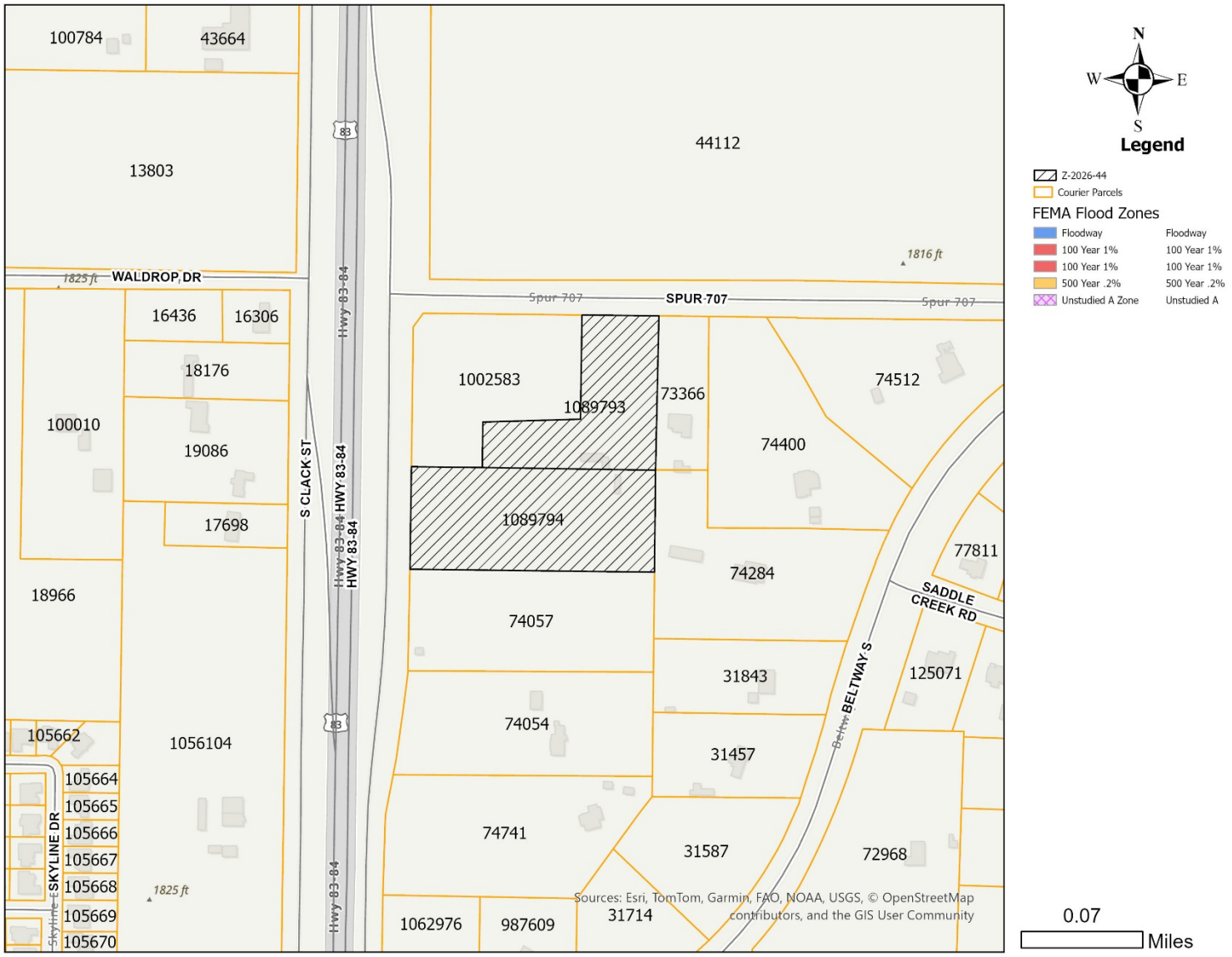
LOCATION MAP



ZONING MAP


100784
43664
13803
44112
WALDROP DR
1825 ft
16436
16306
18176
100010
19086
17698
18966
1056104
105662
105664
105665
105666
105667
105668
105669
105670
SKYLINE DR
S CLACK ST
Hwy 83-84
HWY 83-84
83
SPUR 707
Spur 707
1002583
1089793
73366
74512
74400
1089794
74284
77811
SADDLE CREEK RD
74057
31843
125071
BELTWAY S
74054
31457
74741
31587
72968
1062976
987609
31714
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
N
W
E
S
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)
0.07
Miles

FLOOD MAP



Case # Z-2026-44
June 20, 2026

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 9:48

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 Abila

If opposed, please provide comments:

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

CITY OF ABILENE TEXAS

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

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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:

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PO BOX 60, Abilene, TX 79604-0060.

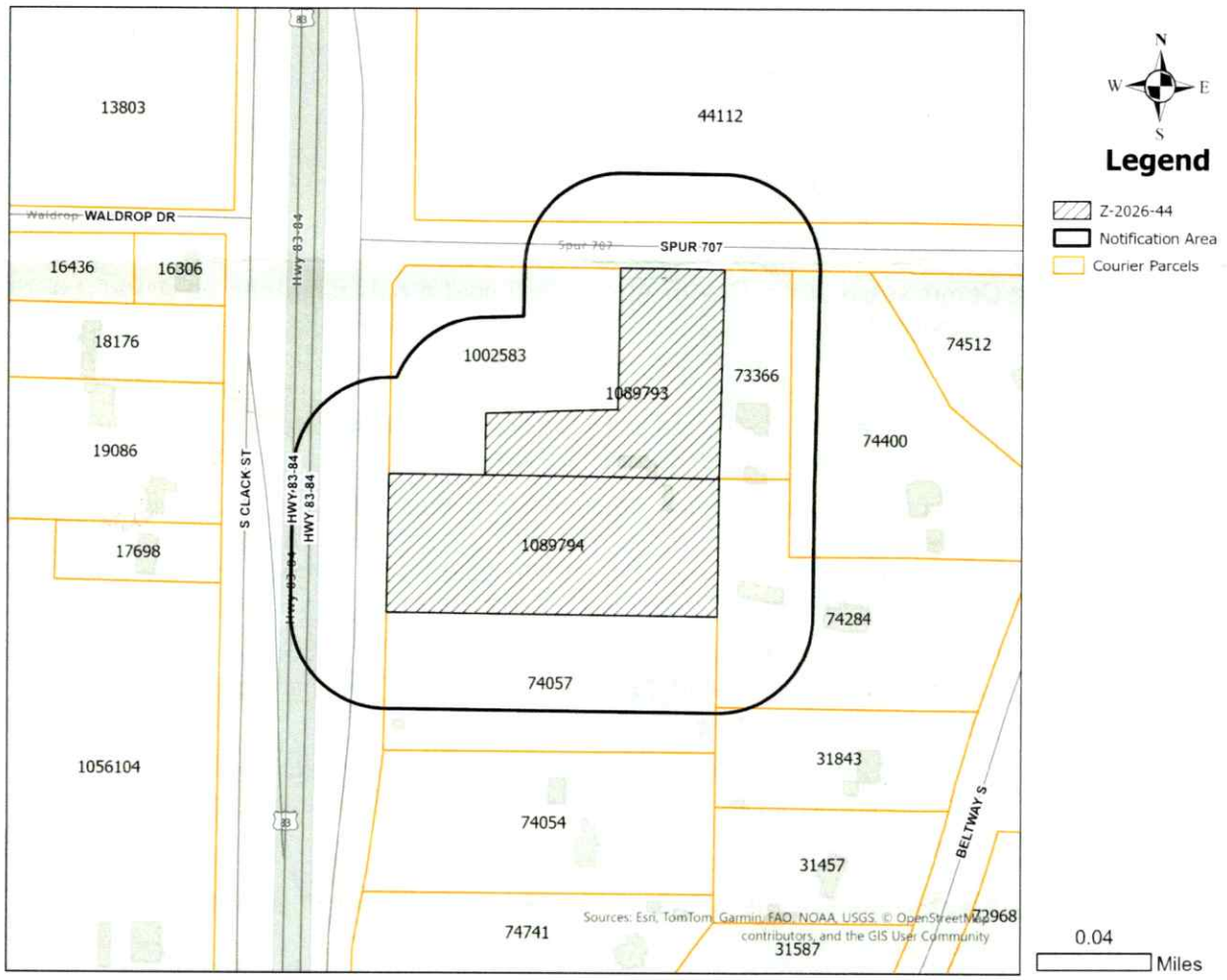
Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Property Zoning:	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: _____

CITY OF ABILENE TEXAS

Z-2026-44



If opposed, please provide comments:

Outlook

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 8:54

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 ☐

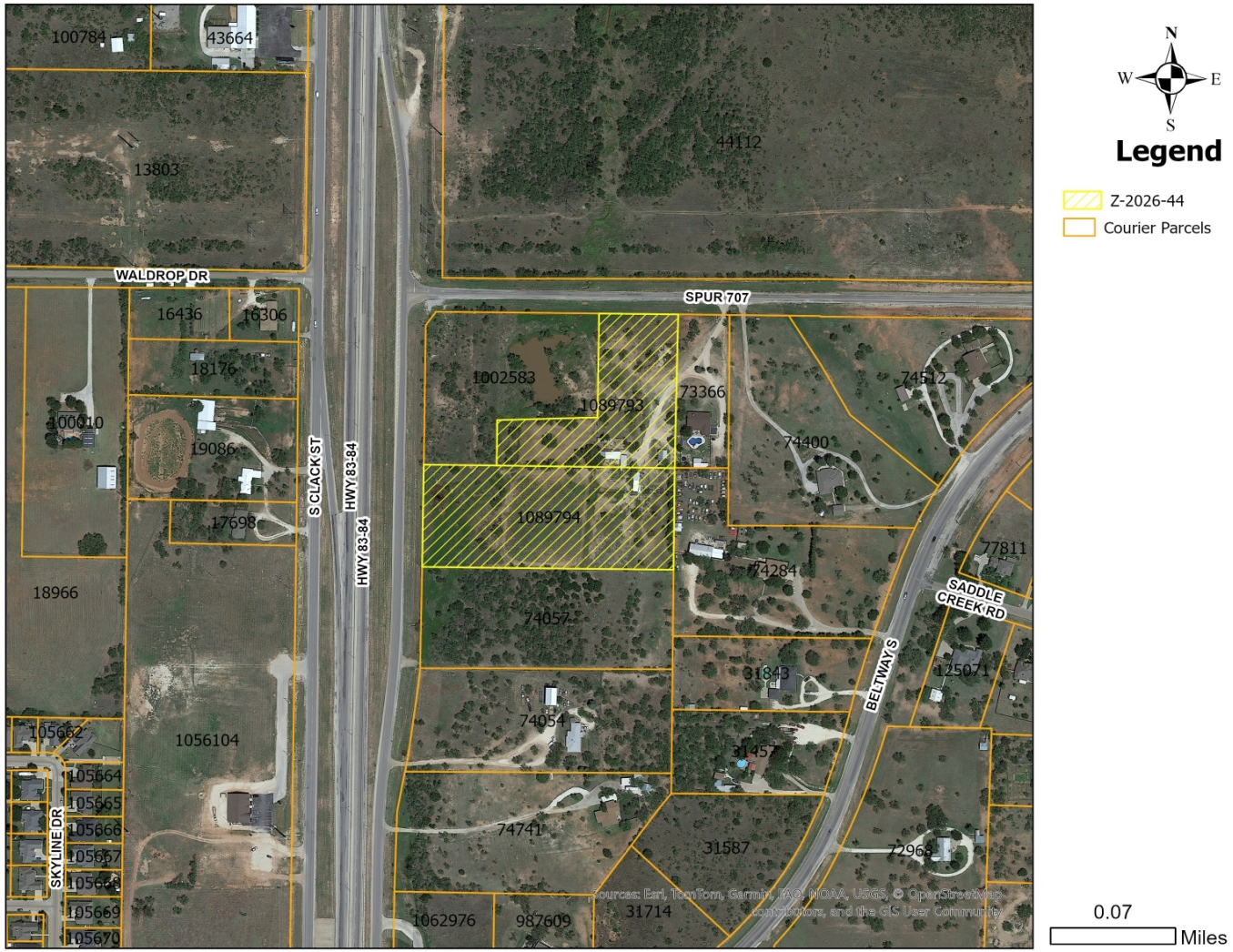
Signature: _____

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

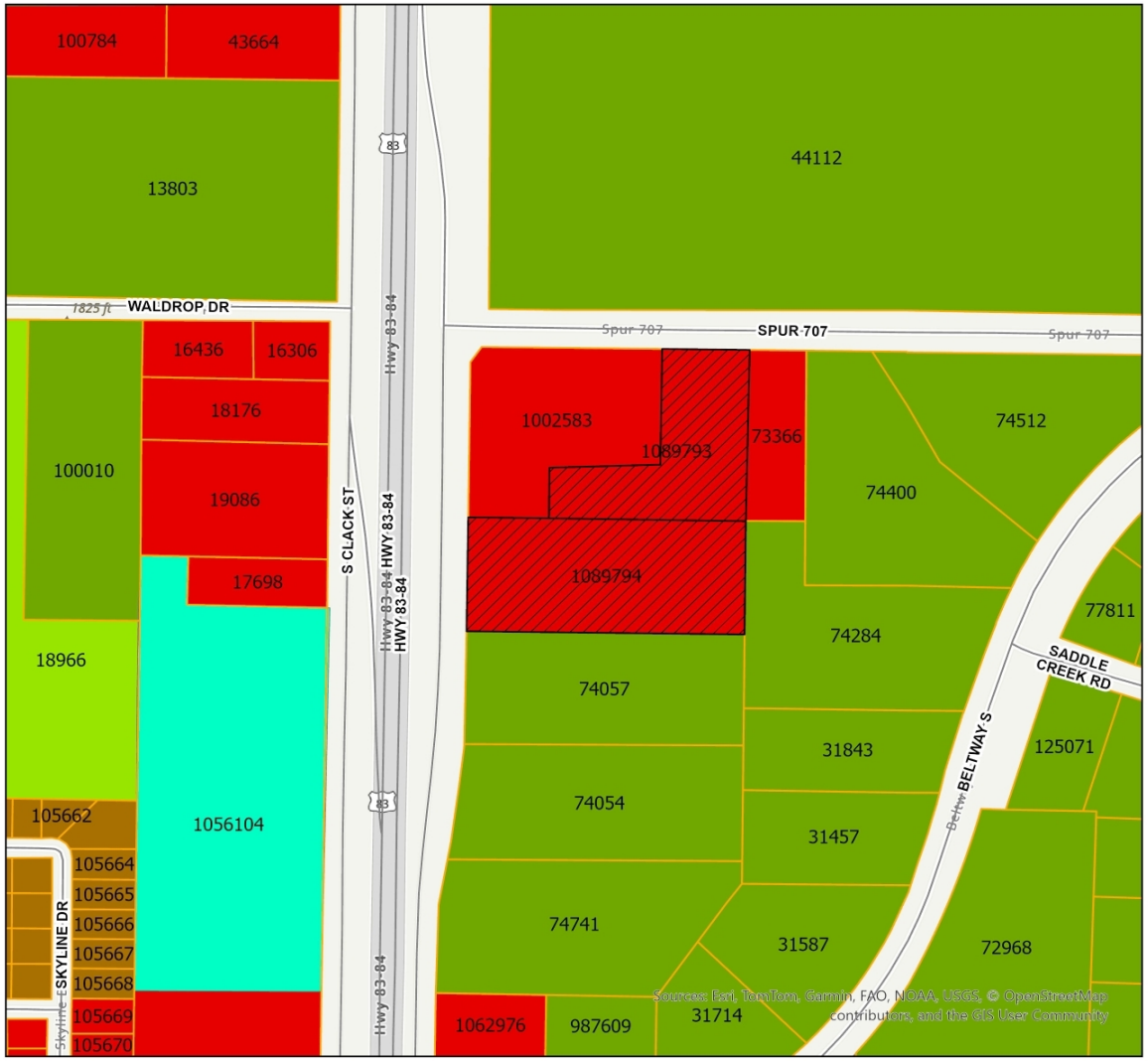
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

ZONING MAP



N
W E
S

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)

0.07 Miles

CITY OF ABILENE TEXAS

SUBJECT & NEIGHBORING VIEWS











CITY OF ABILENE TEXAS

USES IN GENERAL COMMERCIAL ZONING

RESIDENTIAL USES:

P	Hotel/Motel
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

TRADE – WHOLESALE USES:

C	Wholesaling and Storage (indoor)

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

LEGEND

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

CITY OF ABILENE TEXAS

USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

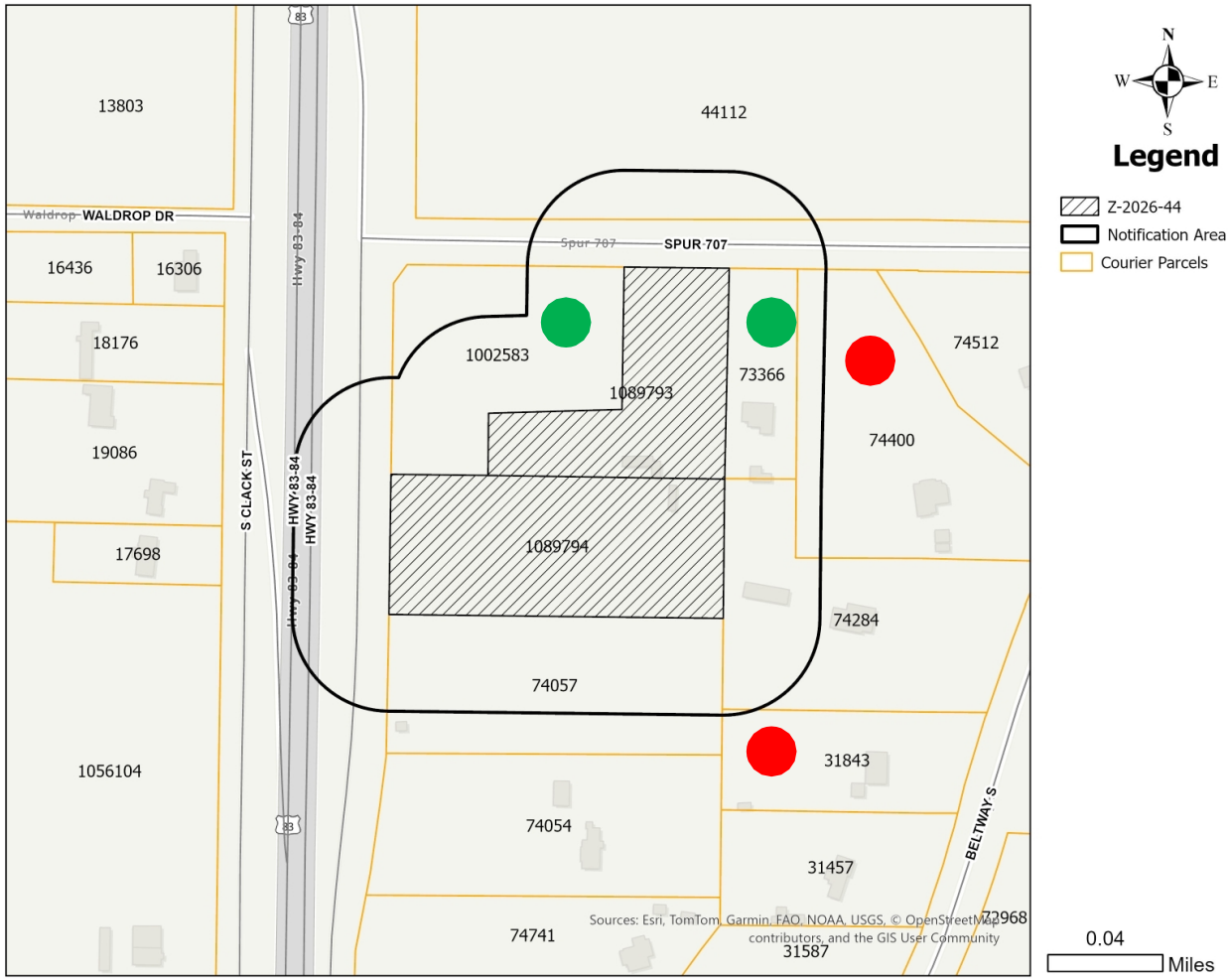
P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



2 - in Favor -

2 - in Opposition –

4.90% - Opposition

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z recommends **approval**.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

CITY COUNCIL MEMORANDUM
8/27/2026

TO: **Honorable Mayor & Members of City Council**
FROM: **Stanley Smith, City Attorney**

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

GENERAL INFORMATION

The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections: 551.071 (Consultation with Attorney)

1. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
2. 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
3. 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
4. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
5. PFAS Litigation
6. 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
7. 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
8. Patricia Anderson v. City of Abilene; Cause No. 51867-A, IN the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024
9. 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
10. 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
11. 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
12. 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
13. 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
14. 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
15. 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
16. 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
17. 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
18. Brandon Jeffrey Gurganus v. City of Abilene; Cause No. 13925-D, In the 350th Judicial District Court, Taylor County, Texas; filed June 15, 2026
19. 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)

F.551.087 (Business Prospect/Economic Development)

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:
None

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

CITY COUNCIL MEMORANDUM
8/27/2026

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

ITEM: **22.**

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

- **Airport Development Board**
- **Animal Services Advisory Board**
- **Tax Increment Reinvestment Zone (TIRZ) #2**
- **Visual Arts Jury**

GENERAL INFORMATION

The item provides for reappointment of members as well as appointing members to certain boards and commissions.

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF AND/OR BOARD RECOMMENDATION

(Re)Appointment

ATTACHMENTS:

1. B&C Resolution
2. Exhibit A
3. B&C Presentation Slide

BACKUP DOCUMENTATION UPDATED? Yes UPDATED ON: 8/25/2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AS REQUIRED BY THE CHARTER OF THE CITY OF ABILENE AND STATUTES OF THE STATE OF TEXAS

WHEREAS, the Charter of the City of Abilene and the Statutes of the State of Texas require that certain Boards and Commissions be established with a portion of the memberships thereof to be filled by appointment each year; and

WHEREAS, the City Council is of the opinion that the following members should be appointed to the designated Boards and Commissions, and has requested the Mayor to appoint same with the approval of the Council.

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

PART 1: That the list of Members is attached hereto as Exhibit A, shall be in all things, approved.

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

PASSED this 27th day of August, 2026.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
Airport Development Board	
Weston Johnson [New]	November 2029
Animal Services Advisory Board	
Miguel Espinoza [New]	November 2027 [unexpired term]
TIRZ #2 Board	
Charles Black [Reappointment]	August 2028
Sam Vinson [Reappointment]	August 2028
Robert Higgins [Reappointment]	August 2028
Ben Grant [Reappointment]	August 2028
Visual Arts	
Whitney Smith [New]	May 2029
Dan McGregor [New] [ACU Rep]	No Term End Date [Ex-Officio]

Resolution: Appointing Member(s) to Various Boards and Commissions per the City Charter

- **Airport Development Board:**
  - Weston Johnson [New]
- **Animal Services Advisory Board:**
  - Miguel Espinoza [New] [Council Position]
- **Tax Increment Reinvestment Zone (TIRZ) #2:**
  - Charles Black [Reappointment]
  - Sam Vinson [Reappointment]
  - Robert Higgins [Reappointment]
  - Ben Grant [Reappointment]
- **Visual Arts Jury**
  - Whitney Smith [New]
  - Dan McGregor [New] [Ex-officio – ACU]

CITY OF ABILENE TEXAS

CITY OF ABILENE

CITY COUNCIL MEMORANDUM
8/27/2026

TO: **Honorable Mayor and City Council Members**
FROM: **Stanley Smith, City Attorney**

ITEM: **23. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Settlement Agreement, Patricia Anderson v. City of Abilene, Cause No. 51867-A, In the 42nd Judicial District Court, Taylor County, Texas *(Stanley Smith)***

GENERAL INFORMATION
Information will be provided at the Council meeting.

FUNDING/FISCAL IMPACT

STAFF AND/OR BOARD RECOMMENDATION

ATTACHMENTS:
1. Approve Settlement Anderson v City

BACKUP DOCUMENTATION UPDATED? No UPDATED ON:

Approve Settlement Agreement, Patricia Anderson v. City of Abilene

CITY OF ABILENE TEXAS