

**RESOLUTION NO. 78-2024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF ABILENE AND ELLIS ISLAND HOLDINGS LLC**

This Economic Development Agreement ("Agreement") is effective as of the 11th day of April, 2024 ("Effective Date"), by and between Ellis Island Holdings LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

**WHEREAS**, the City of Abilene adopted Resolution 192-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

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

**WHEREAS**, the Developer intends to acquire, or has acquired, fee simple ownership of 325 Poplar St., in Abilene, Taylor County, Texas (the "Project Area"); and

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

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

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

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

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

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

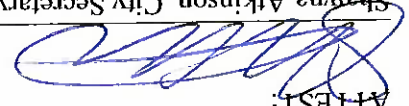
**PART 1:** That the City of Abilene approves the Rebuild ABI economic development agreement upon the terms and conditions as set forth in Exhibit A attached hereto.

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

**ADOPTED on the 11<sup>th</sup> day of April, 2024.**

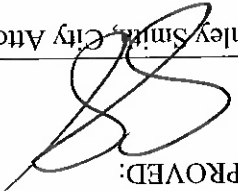
ATTEST:

Shawna Atkinson, City Secretary

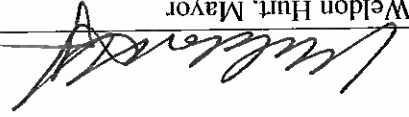


APPROVED:

Stanley Smith, City Attorney



Weldon Hurt, Mayor



**I. AUTHORITY**

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

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

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

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

certain target areas throughout the City; and  
and has created Rebuild ABI as an infill development incentive for new residential construction in  
**WHEREAS**, the governing body of the City of Abilene adopted Resolution 192-2023

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

325 Poplar St. \_\_\_\_\_, in Abilene, Taylor County, Texas (the "Project Area"); and  
**WHEREAS**, the Developer intends to acquire, or has acquired, fee simple ownership of

**RECITALS**

purposes and considerations stated below.  
CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the

Ellis Island Holding, LLC  
\_\_\_\_\_, ("Developer"), and the  
April \_\_\_\_\_, 2024 ("Effective Date"), by and between  
This Economic Development Agreement ("Agreement") is effective as of the 11th day of

\_\_\_\_\_  
Ellis Island Holding, LLC  
**THE CITY OF ABILENE AND**  
**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN**

b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount

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

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

### IV. ECONOMIC DEVELOPMENT PROGRAM

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

### III. TERM

2.02 Developer means Ellis Island Holdings, LLC, its successors or assigns.

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

### II. DEFINITIONS

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

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

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

of the sales price of the home, and the home sales price shall not exceed a maximum price of \$203,000.00.

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

4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

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

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

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

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

5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of 12 years following closing.

### V. DEVELOPER'S OBLIGATIONS AND DUTIES

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

**VIII. GENERAL PROVISIONS**

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

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

**VII. DEFAULT**

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

**VI. CITY OBLIGATIONS AND DUTIES**

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

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

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

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

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

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

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

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

8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

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

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



City Attorney

APPROVED AS TO FORM:

City Manager

City Secretary

CITY OF ABILENE

ATTEST:

Its: R. Pringle

Name: Randy Charleville

325-586-9909

By: [Signature]

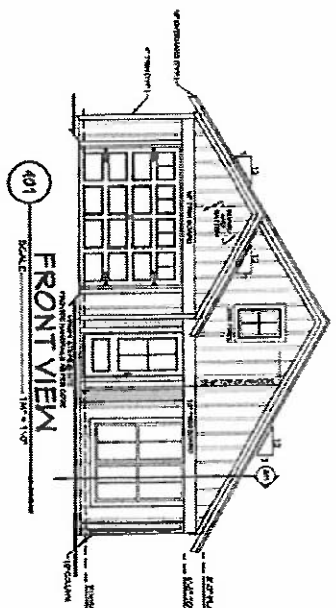
Abilene, TX 79604

P.O. Box 251

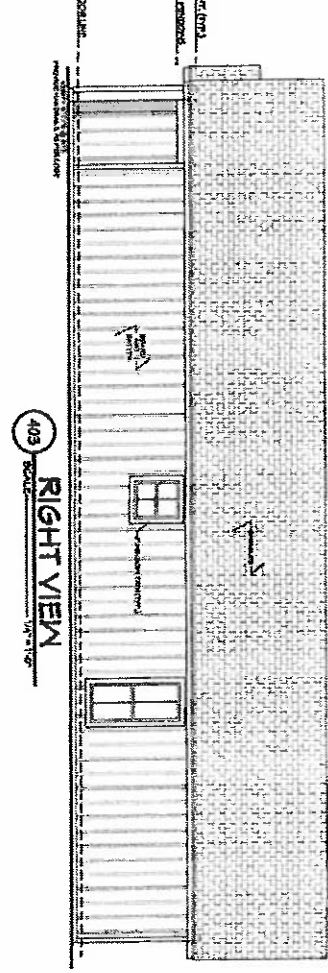
Ellis Island Holdings, LLC

DEVELOPER

AGREED:



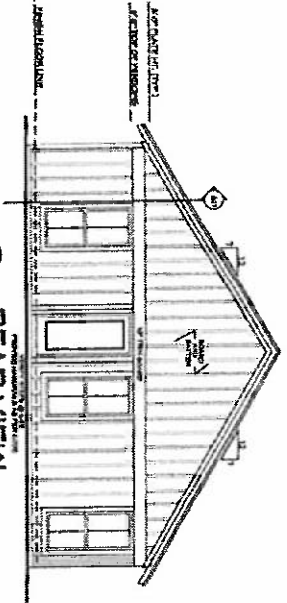
401 FRONT VIEW  
SCALE: 1/8" = 1'-0"



403 RIGHT VIEW  
SCALE: 1/8" = 1'-0"



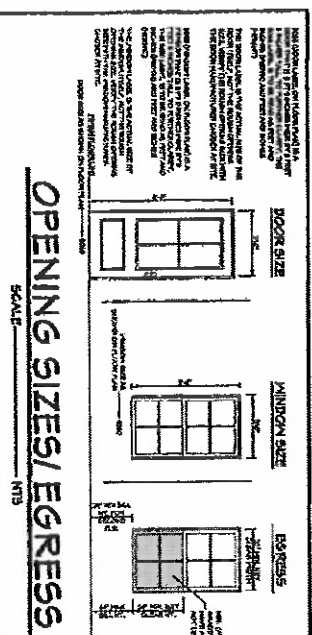
404 LEFT VIEW  
SCALE: 1/8" = 1'-0"



402 REAR VIEW  
SCALE: 1/8" = 1'-0"

**EXTERIOR ELEVATION NOTES:**

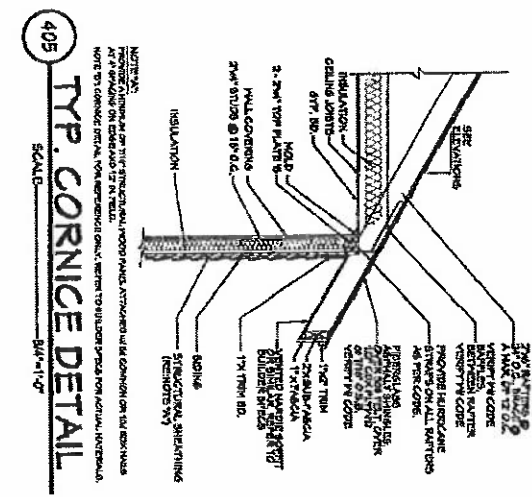
1. CONTRACTOR TO VERIFY ALL WINDOW AND DOOR SIZES AND SIZES WITH OWNER PRIOR TO CONSTRUCTION.
2. PROVIDE STEPS AND GUARD RAILS AS PER CODE BASED ON SITE CONDITIONS.
3. FINISH LINES SHOWN FOR REFERENCE ONLY AND VARY DEPENDING ON SITE CONDITIONS.
4. ALL FINISH MATERIALS TO BE VERIFIED WITH OWNER PRIOR TO CONSTRUCTION.
5. REFER TO TYPICAL JAMB DETAIL FOR FINISHING METHODS AND OTHER HISC. INFORMATION.
6. CONTRACTOR TO PROVIDE ADEQUATE MOOR VENTILATION AS REGO BY CURRENT CODES.



**OPENING SIZES/EGRESS**  
SCALE: 1/8" = 1'-0"

**GENERAL NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.
3. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES ON THE SITE.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
7. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.



405 TYP. CORNICE DETAIL  
SCALE: 3/4" = 1'-0"



Website: [www.HPZplans.com](http://www.HPZplans.com)  
Email: [sales@hpzplans.com](mailto:sales@hpzplans.com)  
Phone: 601.936.3254  
Fax: 1.800.574.1991

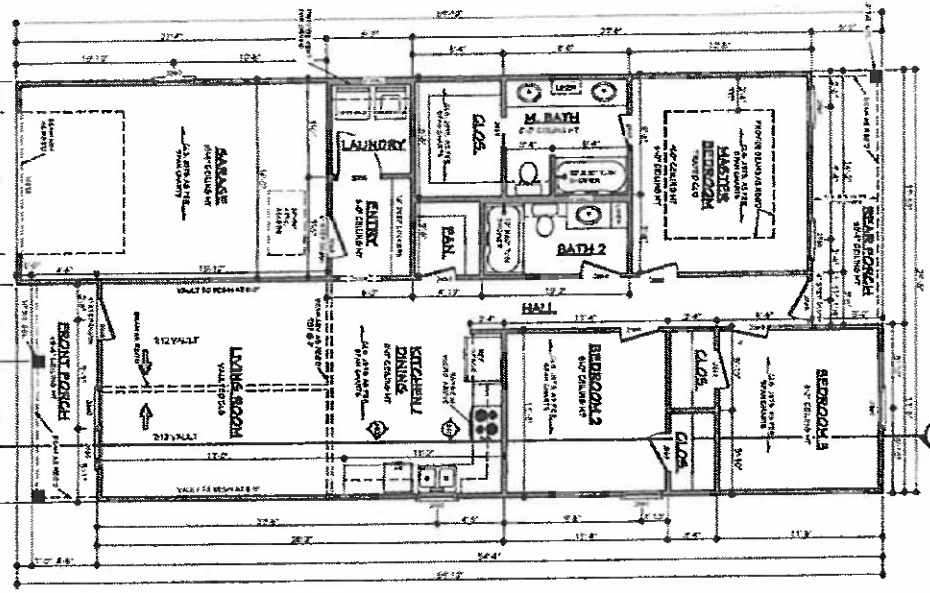


Pre-Drawn Plan ID:  
**BB-1292**

DATE: 10/31/19  
DRAWN BY: R.E.J.V.

SHEET NUMBER

4



NOTE: WATER HEATER & HVAC UNIT TO BE LOCATED IN ATTIC SPACE

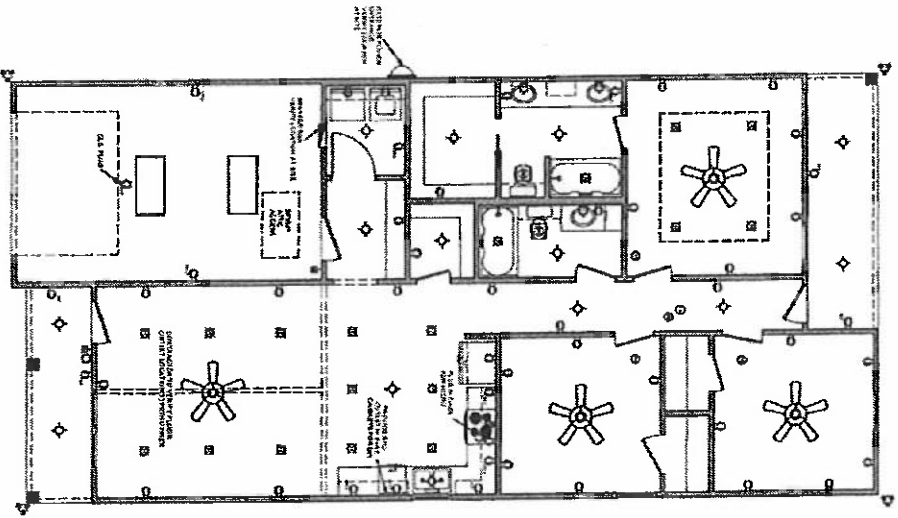
### FLOOR PLAN

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

AREAS	1292	5'6" HEATED
80	5'6" UNHEATED - FRONT PORCH	
300	5'6" UNHEATED - REAR PORCH	
471	5'6" UNHEATED - GARAGE	
1361	5'6" TOTAL UNHEATED	
	1361	5'6" TOTAL UNDER ROOF

**NOTES:**

1. ALL OPENING & FINE CONDITIONS TO BE VERIFIED BY QUALIFIED PROFESSIONAL ENGINEER OR ARCHITECT PRIOR TO CONSTRUCTION.
2. ALL UNHEATED AREAS TO BE HEATED BY MEANS OF HEAT PUMP OR OTHER MEANS TO BE DETERMINED BY THE CONTRACTOR.
3. ALL UNHEATED AREAS TO BE HEATED BY MEANS OF HEAT PUMP OR OTHER MEANS TO BE DETERMINED BY THE CONTRACTOR.
4. ALL UNHEATED AREAS TO BE HEATED BY MEANS OF HEAT PUMP OR OTHER MEANS TO BE DETERMINED BY THE CONTRACTOR.
5. ALL UNHEATED AREAS TO BE HEATED BY MEANS OF HEAT PUMP OR OTHER MEANS TO BE DETERMINED BY THE CONTRACTOR.



### ELECTRICAL PLAN

SCALE: 1/8" = 1'-0"

NOTE: SWITCHES AND AS2S NOT SHOWN. CONNECT TO NEAREST BUS OR TO ELECTRICAL CONTRACTOR THROUGH THE ELECTRICAL CONTRACTOR.

SYMBOL	DESCRIPTION
1	111 VOLT 20 AMP
2	111 VOLT 20 AMP
3	111 VOLT 20 AMP
4	111 VOLT 20 AMP
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98	111 VOLT 20 AMP
99	111 VOLT 20 AMP
100	111 VOLT 20 AMP

Pre-Drawn Plan ID:  
**BB-1292**

**N.C.B.D.C.**

1-800-574-1997

401-286-8254

www.ncbcd.com

info@ncbcd.com

**HOUSE PLAN ZONE**

Building Relationships

Date: 10/07/19

Drawn By: R.B.V.

SHEET NUMBER

3