City of Abilene
City Council Agenda

Shane Price, Council Member Bruce Kreitler, Council Member Kyle McAlister, Council Member Robert Hanna, City Manager	Norm Archibald, Mayor	Anthony Williams, Mayor Pro-tem Jay Hardaway, Council Member Steve Savage, Council Member Stanley Smith, Interim City Attorney Danette Dunlap, City Secretary

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on Thursday, April 28, 2016 at 8:30 AM at 555 Walnut Street, 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.

1. CALL TO ORDER

2. INVOCATION

1. Councilman Anthony Williams

3. PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

4. PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUCEMENTS

1. **Proclamation for Bicycle Awareness Month and Ride of Silence Day**
2. Proclamation: National Police Week
3. Proclamation: May 6, 2016 Provider Appreciation Day

5. MINUTES

1. Approval of the Regular Minutes April 14th 2016.

6. CONSENT AGENDA

All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or Citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately.

1. **Ordinance:** *(First Reading)* **CUP-2016-02** A request from Joe Frazier for a Conditional Use Permit to allow for 'Freight Containers' on property zoned AO (Agricultural Open Space), located at 3750 Old Anson Rd; and setting a public hearing for May 12, 2016. ***(Schoening)***

2. **Ordinance:** *(First Reading)* **Z-2016-15** A request from Jack Fuqua & Pat Andrews to rezone property from NR (Neighborhood Retail) & MF (Multi-Family Residential) to GR (General Retail) zoning, located at 3349 N. 12th St & 1141 N. Willis St; and setting a public hearing for May 12, 2016. ***(Schoening)***

3. **Ordinance:** *(First Reading)* **Z-2016-14** A request from Sherry I. Maloney to rezone property from HC (Heavy Commercial) & GC (General Commercial) to PD (Planned Development) zoning, located at 2549 & 2657 Shirley Rd; and setting a public hearing for May 12, 2016. ***(Schoening)***

4. **Ordinance:** *(First Reading)* **Z-2016-16** A request from Ax Properties, agent Tal Fillingim, to rezone property from RS-8 (Single-Family Residential) to PD-4 (Planned Development) zoning, located at 3702 Antilley Rd; and setting a public hearing for May 12, 2016. ***(Schoening)***

5. **Ordinance:** *(First Reading)* An amendment to the Land Development Code (LDC) to create and adopt standards for a Lake Fort Phantom Hill (LFPH) Overlay zone; and setting a public hearing for May 12, 2016. ***(Schoening)***

6. **Ordinance:** *(First Reading)* **Z-2016-17** A request from the City of Abilene to apply Lake Fort Phantom Hill (LFPH) Overlay zoning to all properties located within the city limits north of Taylor/Jones County line; and setting a public hearing for May 12, 2016. ***(Schoening)***

7. REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

1. **Ordinance & Public Hearing:** On Appeal *(Final Reading)* **Z-2016-09** A request from Stellar Development Company to rezone property from LI (Light Industrial) to GR (General Retail) zoning, located at 11 & 15 Windmill Cir. ***(Schoening)***

2. **Resolution:** Authorizing the City Manager to execute an agreement with Hasen Design Build and Development to provide Design Build services for the Fire Department Maintenance facility. ***(Bell)***

3. **Resolution**: Authorizing the City Manager to expend Public, Education & Government funds for the meeting room at the South Branch Library. **(Sawyers)**

4. **Resolution**: Allowing the Abilene Cultural Affairs Council to use the lawn of the Abilene Civic Center for a sculpture garden and authorizing the City Manager to negotiate a Memorandum of Understanding for the use. ***(Andrews)***

5. **Resolution:** Approving acceptance of the donated Good Night Dinosaur sculpture for placement on the lawn of the Abilene Civic Center**.** ***(Andrews)***

6. **Resolution**: Authorizing the City Manager to enter into a Subscription License and Services Agreement for Infor Cloudsuite. ***(Kidd)***

8. EXECUTIVE SESSION

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, as authorized by Texas Government Code Sections

1. **551.071 (Consultation with Attorney)**
2. **551.072 (Deliberations about Real Property)**
3. **551.073 (Deliberations about Gifts and Donations),**
4. **551.074 (Personnel Matters)**

5. **551.087 (Business Prospect/Economic Development)**
6. **551.076 (Deliberations about Security Devices)**

9. RECONVENE

10. REGULAR AGENDA

1. **Resolution**: Denial of AEP Texas North Company's (TNC) Application for Distribution Cost Recovery Factor to increase distribution rates within the City of Abilene and approve the Steering Committee's efforts. **(Rains)**

11. 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 contact Danette Dunlap, City Secretary, at 325-676-6202.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the _____ day of April, 2016, at _____.

_____

Danette Dunlap, City Secretary

EXECUTIVE SESSION

(Consultation with Attorney) Section 551.071

The following pending litigation subjects which may be discussed are:

1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
2. Tammy Cass, et al. v. City of Abilene, et al.; No. 1:13-CV-00177-C; In the United States District Court, Northern District of Texas, Abilene Division, filed October 24, 2013
3. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
4. Gary Lee and Marilu Lee Corpian v. City of Abilene, Cause No. 48,766-A in the 42nd District Court 2015
5. Margarita Mitchell, et al. v. The City of Abilene, et al., filed in the 350th Judicial District Court, Taylor County, Texas, on October 21, 2015
6. Susan Lewis King & Austin King MD vs Ken Paxton, Attorney General of Texas and the City of Abilene. Cause No. D-1-GN-16-001160
7. Abilene Matera LLC v. Board of Building Standards for the City of Abilene and City of Abilene, Cause No. 10696-D. March 17, 2016.
8. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016

A) Consultation with Attorney regarding American Electric Power (AEP) North Texas Company's Application for Distribution Cost Recovery Factory to Increase Distribution Rates within the City of Abilene.

(Personnel) Section 551.074

City Council may consider appointment, employment, 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.

The following Boards and Commissions may be discussed:
Abilene Economic Development Company, Inc.
Abilene Health Facilities Development Corp.
Abilene Higher Education Facilities Corporation
Abilene-Taylor County Events Venue District
Board of Adjustments
Board of Building Standards
Civic Abilene, Inc.
Civil Service Commission
Development Corporation of Abilene, Inc.
Friends of Safety City Board
Frontier Texas! Board of Directors
Abilene Housing Authority
Landmarks Commission
Library Board
Mechanical/Plumbing/Electrical & Swimming Pool Board of Appeals
Mental Health-Mental Retardation Board of Trustees
9-1-1 Emergency Communications District Board of Managers
Parks & Recreation Board
Planning and Zoning Commission
Taylor County Appraisal District
West Central Texas Municipal Water District
Tax Increment Reinvestment Zone Board

(Real Property) Section 551.072
(Business Prospect/Economic Development) Section 551.087
(Deliberations about Gifts and Donations) Section 551.073
(Deliberations about Security Devices) Section 551.076

City Council
Agenda Memo

City Council Meeting Date: 4/28/2016

TO: **Robert Hanna, City Manager**

FROM: **Dana Schoening, Director Planning & Development Services**

SUBJECT: **Ordinance:** ***(First Reading)*** **CUP-2016-02 A request from Joe Frazier for a Conditional Use Permit to allow for 'Freight Containers' on property zoned AO (Agricultural Open Space), located at 3750 Old Anson Rd; and setting a public hearing for May 12, 2016.** ***(Schoening)***

GENERAL INFORMATION

Currently the property is zoned AO and is developed with a single-family home. The surrounding area is generally developed with single-family residential uses nearby, especially to the east. The request is to allow for 'Freight Containers' for as many as 3 freight containers on the property. The AO district permits 1 freight container by right. Any additional freight containers require approval of a Conditional Use Permit. Freight containers must be setback a minimum of 200 feet from any property line and be of a neutral color. The freight containers will be able to meet this requirement.

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential'. Old Anson Rd is designated as an 'arterial' roadway on the Master Thoroughfare Plan. The requested CUP is compatible with the Future Land Use Map and the adjacent residential uses in the area. However, if there are concerns, conditions may be added to ensure compatibility with the area.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval as requested (as many as 3 freight containers) with no conditions.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval as requested by a vote of five (5) in favor (Bixby, Calk, Dunnahoo, Rosenbaum, & Famble) and none opposed.

ATTACHMENTS:

Description	Type
Ordinance Cover	Ordinance
Ordinance Exhibit	Ordinance
Staff Report with Maps	Backup Material
Surrounding Property Owner Response	Backup Material

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY AND CALLING A PUBLIC HEARING.

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

PART 1: That Chapter 23, part known as the "Land Development Code" of the Abilene Municipal Code, be amended as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: 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 Five Hundred Dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 28th day of April, A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of March, 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 12th day of May, 2016, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 12th day of May, A.D. 2016.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

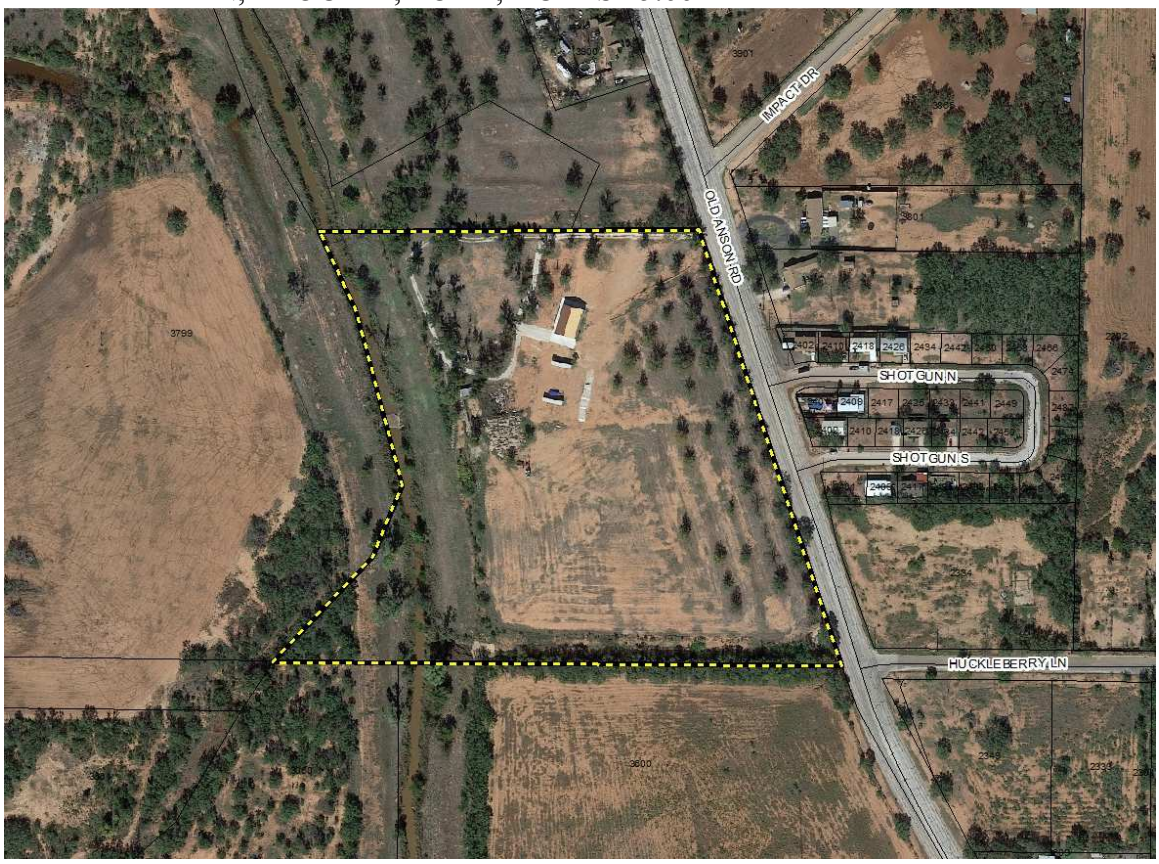
ORDINANCE NO. _____

EXHIBIT "A"

Approve a Conditional Use Permit for 'Freight Containers' on property zoned AO (Agricultural Open Space).

Location:
3750 Old Anson Rd

Legal Description:
FRAZIER ADDN, BLOCK A, LOT 1, ACRES 15.661

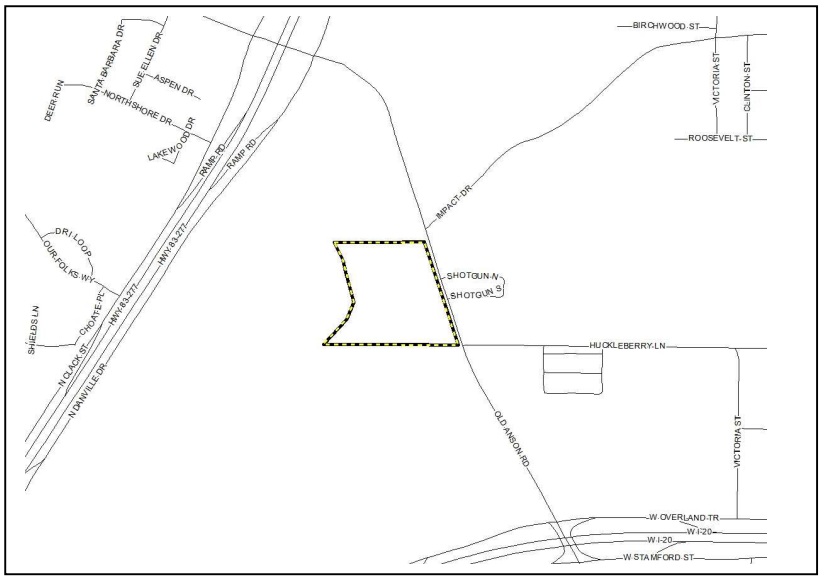


With the following condition:

- Allow for a maximum of 3 freight containers

-END-

ZONING CASE CUP-2016-02
STAFF REPORT



APPLICANT INFORMATION:
Joe Frazier

HEARING DATES:
P&Z Commission: April 4, 2016
City Council 1st Reading: April 28, 2016
City Council 2nd Reading: May 12, 2016

LOCATION:
3750 Old Anson Rd

REQUESTED ACTION:
Conditional Use Permit to allow for 'Freight Containers' on property zoned AO (Agricultural Open Space)

SITE CHARACTERISTICS:
The subject parcel totals approximately 15.661 acres and is currently zoned AO. The property is developed with a single-family residence. The adjacent properties are zoned AO to the north, south, and west. The properties to the east are zoned GC (General Commercial), RS-6 (Single-Family Residential), PH (Patio Home), & MH (Mobile Home/Manufactured Home).

ZONING HISTORY:
The property was annexed into the City in 1963 and zoned AO at that time.

ANALYSIS:
- Current Planning Analysis
  Currently the property is zoned AO and is developed with a single-family home. The surrounding area is generally developed with single-family residential uses nearby, especially to the east. The request is to allow for 'Freight Containers' for as many as 3 freight containers on the property. The AO district permits 1 freight container by right. Any additional freight containers require approval of a Conditional Use Permit. Freight containers must be setback a minimum of 200 feet from any property line and be of a neutral color. The freight containers will be able to meet this requirement.

- Comprehensive Planning Analysis
  The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential'. Old Anson Rd is designated as an 'arterial' roadway on the Master Thoroughfare Plan. The requested CUP is compatible with the Future Land Use Map and the adjacent residential uses in the area. However, if there are concerns, conditions may be added to ensure compatibility with the area.

PLANNING STAFF RECOMMENDATION:
Staff recommends approval as requested with no conditions.

PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission recommends approval as requested by a vote of five (5) in favor (Bixby, Calk, Dunnahoo, Rosenbaum, & Famble) and none opposed.

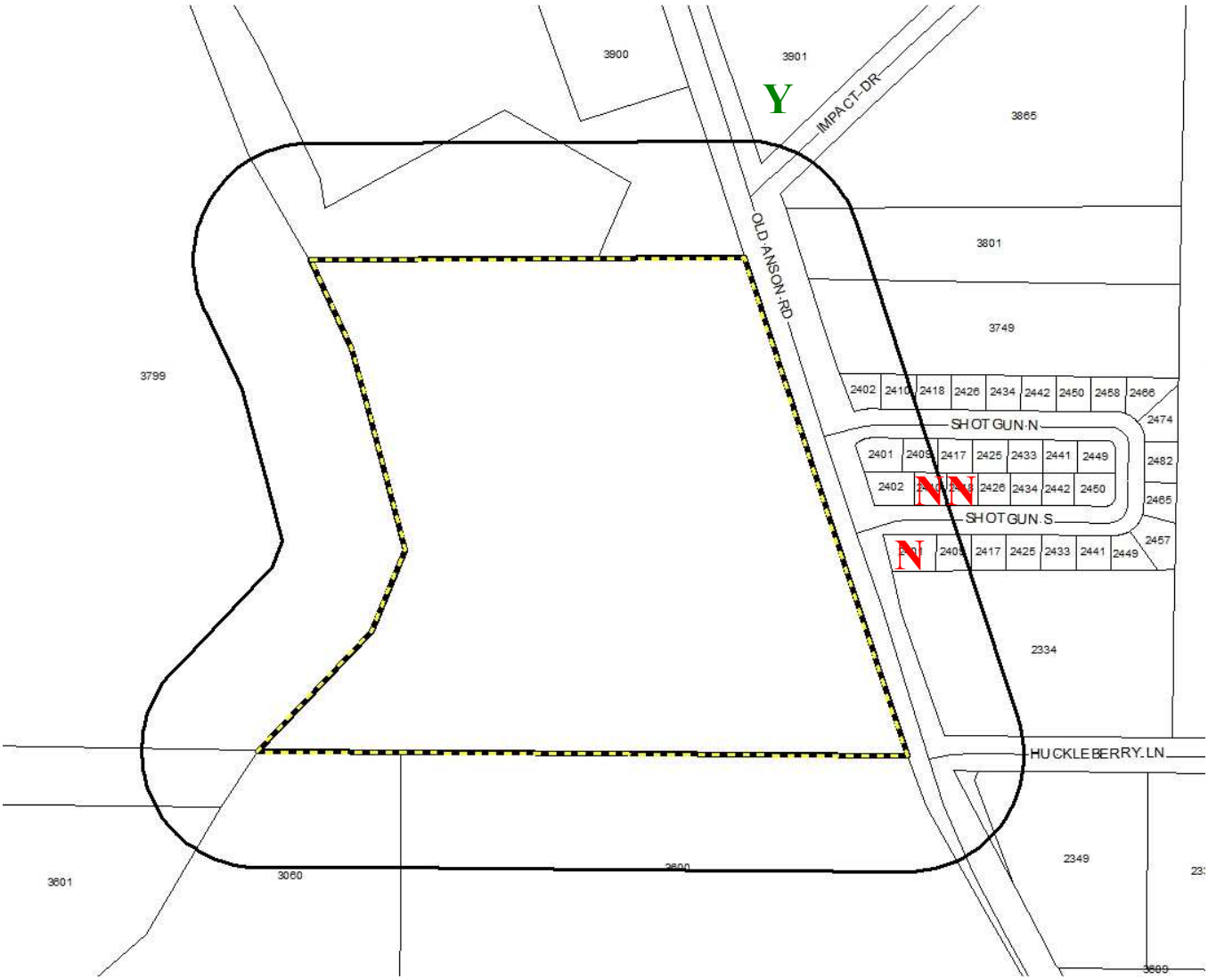
NOTIFICATION:

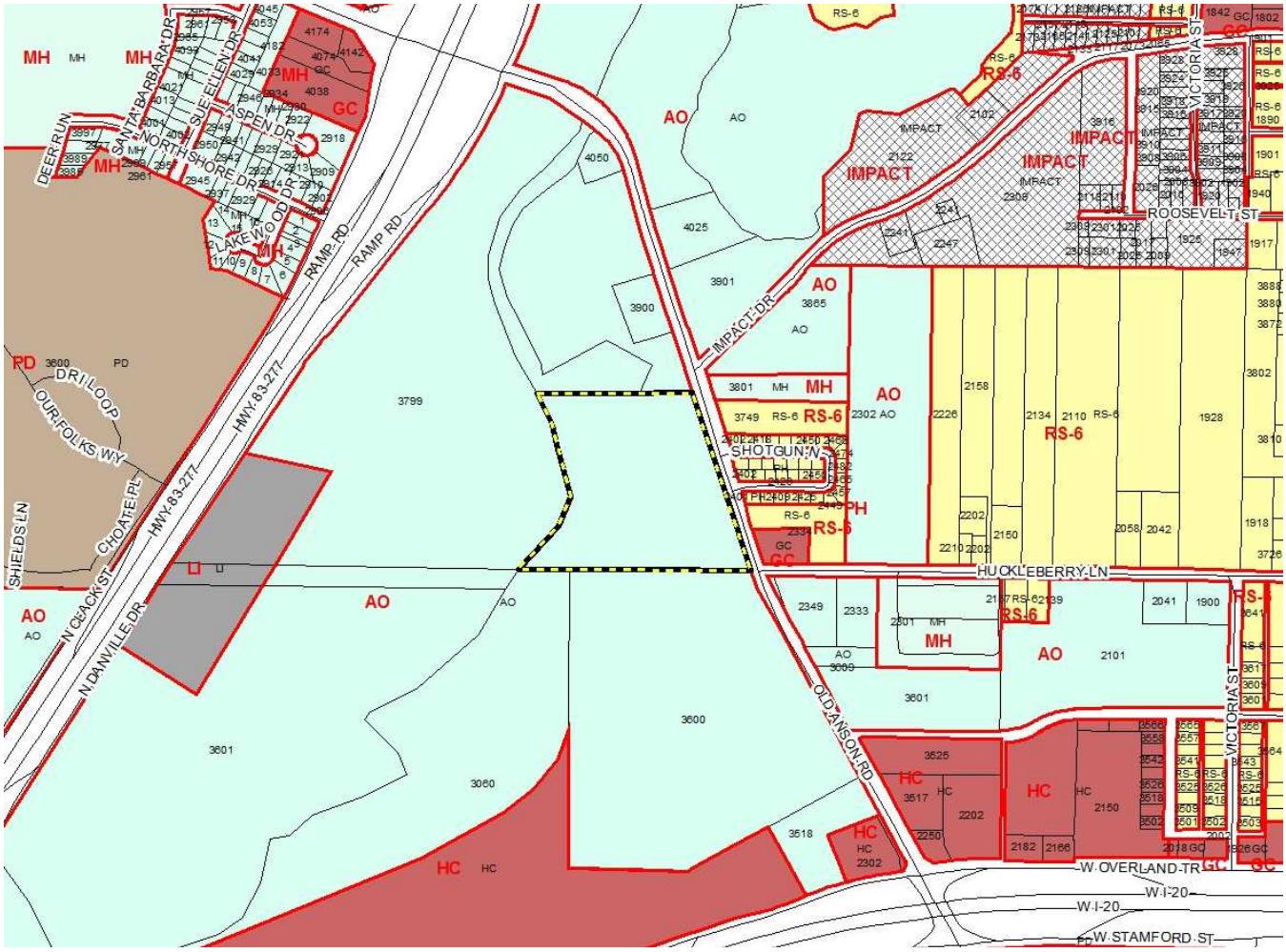
Property owners within a 200-foot radius were notified of the request:

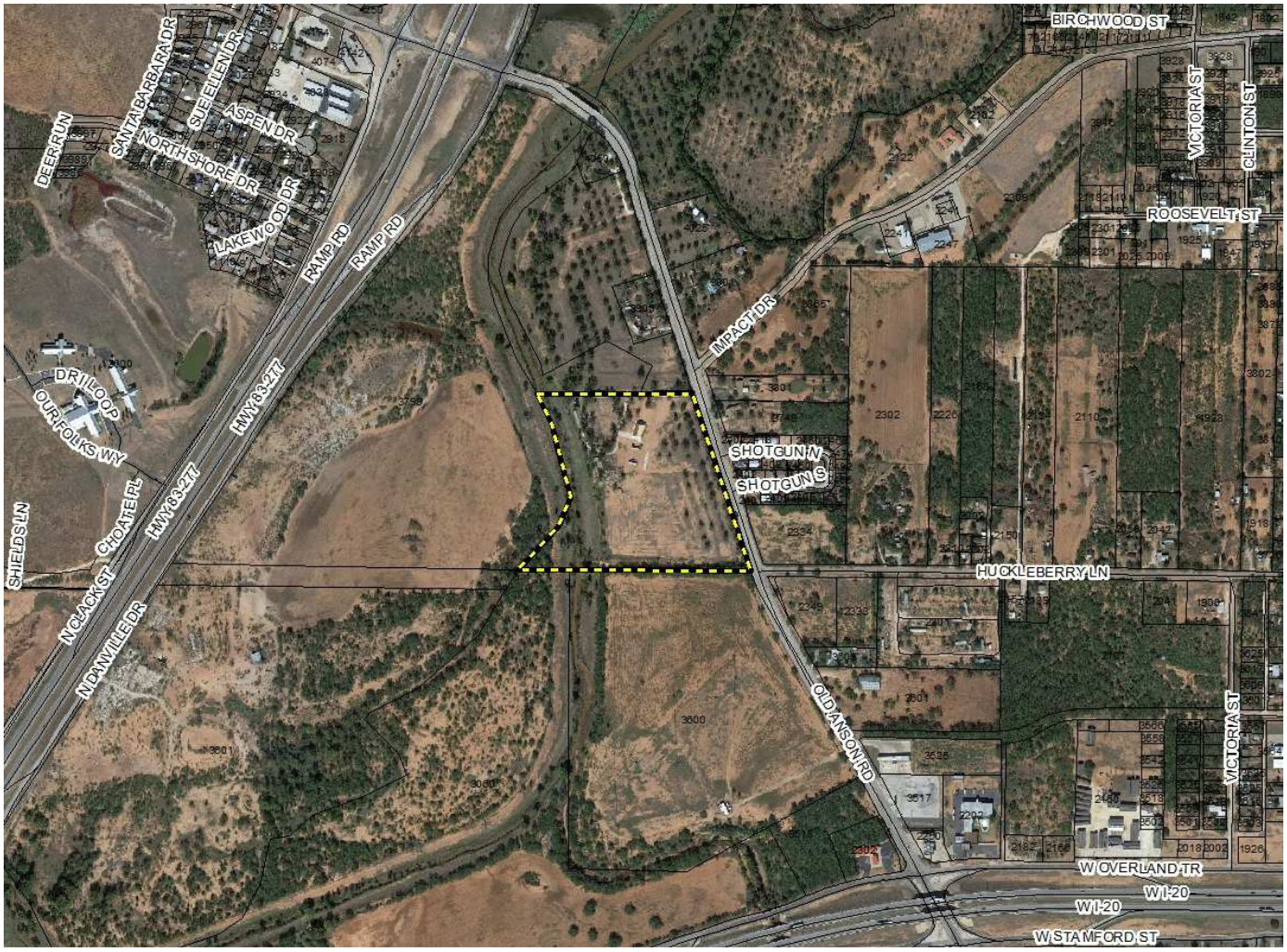
OWNER	ADDRESS	RESPONSE
GAP BROADCASTING ABILENE LLC	3600 OLD ANSON RD	
CROWNOVER DICK R		
LARA MELISSA	2401 SHOTGUN N	
MC KEE J C JR	3901 OLD ANSON RD	In Favor
HERRERA JUAN J & CATHY JO	2410 SHOTGUN N	
HANLEY SAM CHARLES & JOAN GLADYS	2410 SHOTGUN S	Opposed
BRASHEAR MARK	2402 SHOTGUN N	
HANTMAN JOSEPH	3601 N DANVILLE DR	
HANTMAN JOSEPH	3799 N DANVILLE DR	
HANLEY SAM CHARLES & JOAN GLADYS	2418 SHOTGUN S	Opposed
FRAZIER JOE & BRENDA		
HANTMAN JOSEPH	3060 W OVERLAND TR	
WHITWORTH NEWMAN & YVONNE	2409 SHOTGUN S	
AMERICAN GI FORUM	2334 HUCKLEBERRY LN	
ROMERO ANTONIO R	2402 SHOTGUN S	
CITY OF ABILENE		
CROWNOVER DICK R		
HANTMAN JOSEPH		
LARA MELISSA	2417 SHOTGUN N	
COVARRUBIAS JOANNA L HICKS	3749 OLD ANSON RD	
JOY MELINDA & KAREN	2349 HUCKLEBERRY LN	
STONEHENGE INVESTMENTS LLC	2418 SHOTGUN N	
IMPACT DEVELOPMENT CORP	3865 OLD ANSON RD	
SURRATT BARBARA	3801 OLD ANSON RD	
HANLEY SAM CHARLES & JOAN GLADYS	2401 SHOTGUN S	Opposed
LARA MELISSA	2409 SHOTGUN N	

1 in Favor- **Y**

3 Opposed- **N**




MH
AO
RS-6
IMPACT
GC
PD
LI
HC
RAMP RD
HWY 83-277
IMPACT DR
ROOSEVELT ST
VICTORIA ST
SHOTGUN WY
HUCKLEBERRY LN
OLD ANSON RD
W OVERLAND TR
W I-20
W STAMFORD ST
DEER RUN
SANTA BARBARA DR
SUE ELLEN DR
ASPEN DR
NORTH SHORE DR
LAKE WOOD DR
DRI LOOP
OUR FOLKS WY
CHOATE PL
SHIELDS LN
N CEACK ST
N DANVILLE DR


BIRCHWOOD ST
VICTORIA ST
CLINTON ST
ROOSEVELT ST
SANTA BARBARA DR
SUE ELLEN DR
ASPEN DR
NORTHSHORE DR
LAKEWOOD DR
DEER RUN
RAMP RD
RAMP RD
IMPACT DR
DRILL OP
OUR FOLKS WY
HWY 83-277
HWY 83-277
SHOTGUN N
SHOTGUN S
SHIELDS LN
CHOATE PL
N CLACK ST
N DANVILLE DR
HUCKLEBERRY LN
OLD ANSON RD
VICTORIA ST
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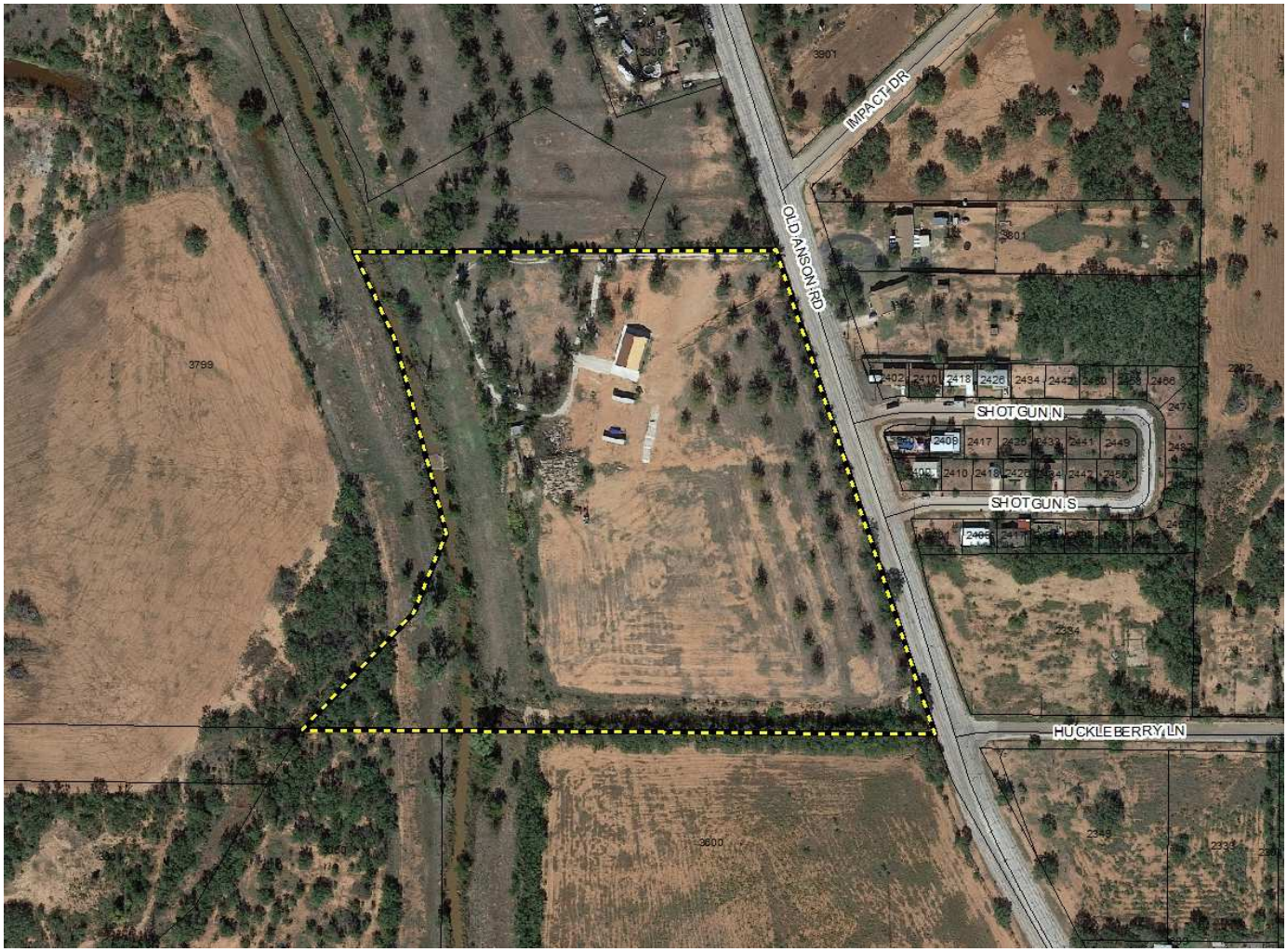
W I-20
W STAMFORD ST


IMPACT DR
OLD ANSON RD
SHOTGUN N
SHOTGUN S
HUCKLEBERRY LN
3799
3600

For the PLANNING & ZONING COMMISSION
Ben Bryner, Planning Services Manager
Please call me at (325) 676-6237 if you have questions about this notice.

CASE #: CUP – 2016-02 ✓

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: HANLEY SAM CHARLES &
Address: 2401 SHOTGUN S #1

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604

Fax #: (325) 676-6242
email: planning@abilenetx.com

I am in favor ☐ I am opposed ☒ ALREADY IN PLACE ????

Additional Comments:

ALREADY IN PLACE ?? CK SAT. IMAGERY PACKET

FREIGHT CONTAINERS ???? 3 MORE ?!??

FOR WHAT PURPOSE ????

ULTIMATELY A RR YARD ????

DID NOT STATE DURATION FOR SAME ????

WILL CREATE EYESORE !!!!

DO YOU WANT IT ACROSS THE STREET IN YOUR NEIGHBORHOOD OR ANYWHERE ADJACENT FOR THAT MATTER ????

CITY IS REVAMPING PINE STREET- OLD ANSON RD IS ON NORTH SIDE OF THIS !!!!!

Sam Hanley

City Council
Agenda Memo

City Council Meeting Date: 4/28/2016

TO: **Robert Hanna, City Manager**

FROM: **Dana Schoening, Director Planning & Development Services**

SUBJECT: **<u>Ordinance:</u> *(First Reading)* Z-2016-15 A request from Jack Fuqua & Pat Andrews to rezone property from NR (Neighborhood Retail) & MF (Multi-Family Residential) to GR (General Retail) zoning, located at 3349 N. 12th St & 1141 N. Willis St; and setting a public hearing for May 12, 2016. *<u>(Schoening)</u>***

GENERAL INFORMATION

Currently the property is developed with a funeral home at 3349 N. 12th St and a church at 1141 N. Willis St. The adjacent properties are developed with single-family homes to the north, additional churches to the east & west, and retail businesses to the south. The applicant is proposing to expand the funeral home site. It is a legal, non-conforming use currently that would require a change of zoning to allow for the expansion. The requested zoning would continue to allow for the church use.

The Future Land Use section of the Comprehensive Plan designates this general area as church use. North Willis St is designated as a 'collector' roadway. The properties are just outside of the 'Local Community Center' node located at the intersection of N. 10th St and N. Mockingbird Ln. There is a retail/commercial node at the intersection of N. Willis St and N. 10th St nearby. The area has a mix of church, office & retail uses. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties with N. 12th St becoming the north limit to the commercial zoning.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval as requested.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of five (5) in favor (Bixby, Calk, Dunnahoo, Rosenbaum, & Famble) and none opposed.

ATTACHMENTS:

Description	Type
Ordinance Cover	Ordinance
Ordinance Exhibit	Ordinance
Staff Report with Maps	Backup Material

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL 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 23, part known as the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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 this 28th day of April, A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of March, 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 12th day of May, 2016 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 12th day of May, A.D. 2016.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

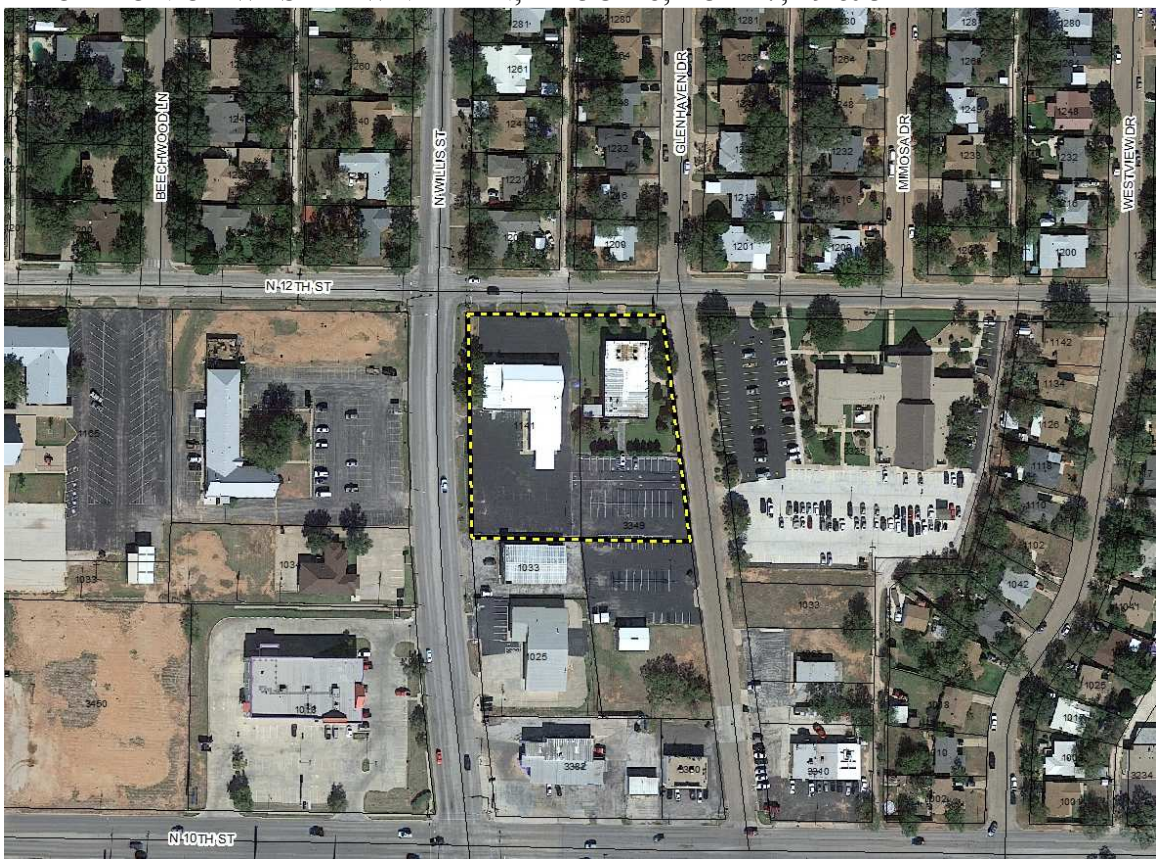
ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from NR (Neighborhood Retail) & MF (Multi-Family Residential) to GR (General Retail) zoning.

Legal Description:

WESTLAWN ADDN, BLOCK 8, LOT 127 REP
A PORTION OF WESTLAWN ADDN, BLOCK 8, LOT 27, 29 & 31



Location:
3349 N. 12th St & 1141 N. Willis St

-END-

ZONING CASE Z-2016-15
STAFF REPORT

APPLICANT INFORMATION:
Jack Fuqua & Pat Andrews

HEARING DATES:
P & Z Commission: April 4, 2016
City Council 1st Reading: April 28, 2016
City Council 2nd Reading: May 12, 2016

LOCATION:
3349 N. 12th St & 1141 N. Willis St

REQUESTED ACTION:
Rezone property from NR (Neighborhood Retail) & MF (Multi-Family Residential) to GR (General Retail) zoning

SITE CHARACTERISTICS:
The subject parcel totals approximately 1.86 acres and is currently zoned NR & MF. It is currently developed with a church and a funeral home. The adjacent properties are zoned GR to the south, MF to the east & west, and RS-6 & RS-8 (Single-Family Residential) to the north.

ZONING HISTORY:
The property was annexed in 1957 and zoned NR & MF sometime after.

ANALYSIS:
- Current Planning Analysis
  Currently the property is developed with a funeral home at 3349 N. 12th St and a church at 1141 N. Willis St. The adjacent properties are developed with single-family homes to the north, additional churches to the east & west, and retail businesses to the south. The applicant is proposing to expand the funeral home site. It is a legal, non-conforming use currently that would require a change of zoning to allow for the expansion. The requested zoning would continue to allow for the church use.

- Comprehensive Planning Analysis
  The Future Land Use section of the Comprehensive Plan designates this general area as church use. North Willis St is designated as a 'collector' roadway. The properties are just outside of the 'Local Community Center' node located at the intersection of N. 10th St and N. Mockingbird Ln. There is a retail/commercial node at the intersection of N. Willis St and N. 10th St nearby. The area has a mix of church, office & retail uses. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties with N. 12th St becoming the north limit to the commercial zoning.

PLANNING STAFF RECOMMENDATION:
Staff recommends approval as requested.

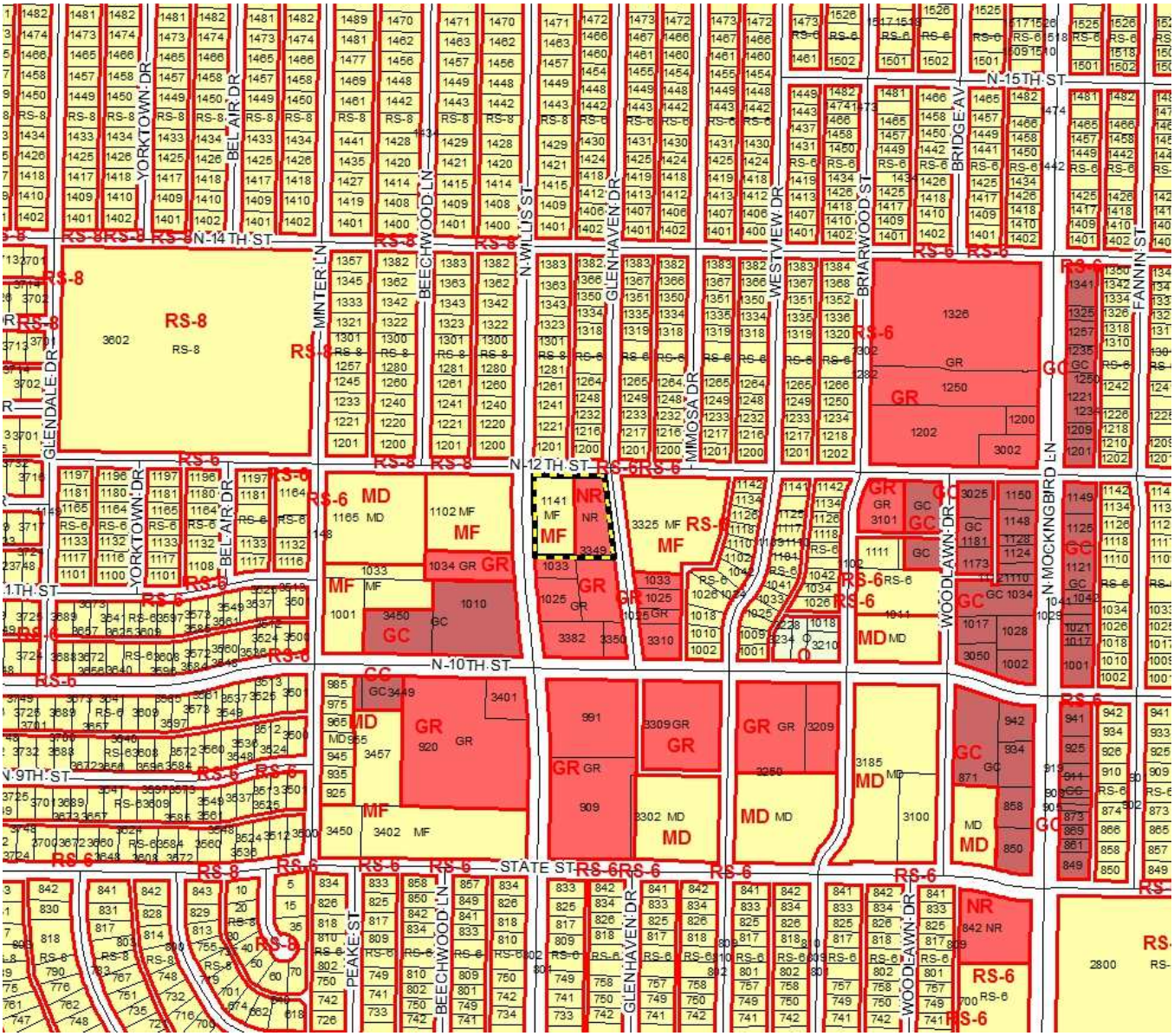
PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission recommends approval by a vote of five (5) in favor (Bixby, Calk, Dunnahoo, Rosenbaum, & Famble) and none opposed.

NOTIFICATION:
Property owners within a 200-foot radius were notified of the request.

OWNER	ADDRESS	RESPONSE
ROLNICK MARVIN	1010 N WILLIS ST	
SCAD LLC	1034 N WILLIS ST	
ABILENE FUNERAL HOME INC	3349 N 12TH ST	
CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS	3325 N 12TH ST	
NORTHWEST CHURCH OF CHRIST OF ABL	1141 N WILLIS ST	
WALL JAMES BRADLEY	1033 GLENHAVEN DR	
EVANS MARY & STACY R	1221 N WILLIS ST	
DEATHERAGE C MATH	1025 N WILLIS ST	
O CON RICKIE & MARY E	1232 GLENHAVEN DR	
DAVISON JIMMY L	1200 GLENHAVEN DR	
ROGERS CAROL	1201 N WILLIS ST	
CAMPBELL EUGENE	1217 GLENHAVEN DR	
ATCHISON PROPERTIES INC	1033 N WILLIS ST	
HERTRICK KENNETH W & CARLA B KENNEDY	1220 N WILLIS ST	
	1025 GLENHAVEN DR	
CHILDS AMANDA	1216 GLENHAVEN DR	
ADAMS EDDIE	1200 MIMOSA DR	In Favor
JONES ROBERT F & GRACE E	1201 GLENHAVEN DR	
MC FADDEN DONALD LYLE & DEBRA	1233 GLENHAVEN DR	
JTREO INC	1200 N WILLIS ST	
EPWORTH METHODIST CHURCH	1102 N WILLIS ST	

1 in Favor- **Y**

0 Opposed- **N**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STATE ST
YORKTOWN DR
BEL AIR DR
GLENDALE DR
MINTER LN
BEECHWOOD LN
N-WILLIS ST
GLENHAVEN DR
MIMOSA DR
WESTVIEW DR
BRIARWOOD ST
BRIDGE AV
FANNIN ST
N-MOCKINGBIRD LN
WOODLAWN DR
PEAKE ST
RS-8
RS-6
MF
MD
GR
GC
NR

ROSEWOOD DR
MARSALIS DR
YORKTOWN DR
BEL AIR DR
N 14TH ST
WILSHIRE DR
GLENDALE DR
CONCORD DR
MINTER LN
BEECHWOOD LN
N WILLIS ST
GLENHAVEN DR
MIMOSA DR
WESTVIEW DR
BRIARWOOD ST
BRIDGE AV
N 15TH ST
FANNIN ST
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BEL AIR DR
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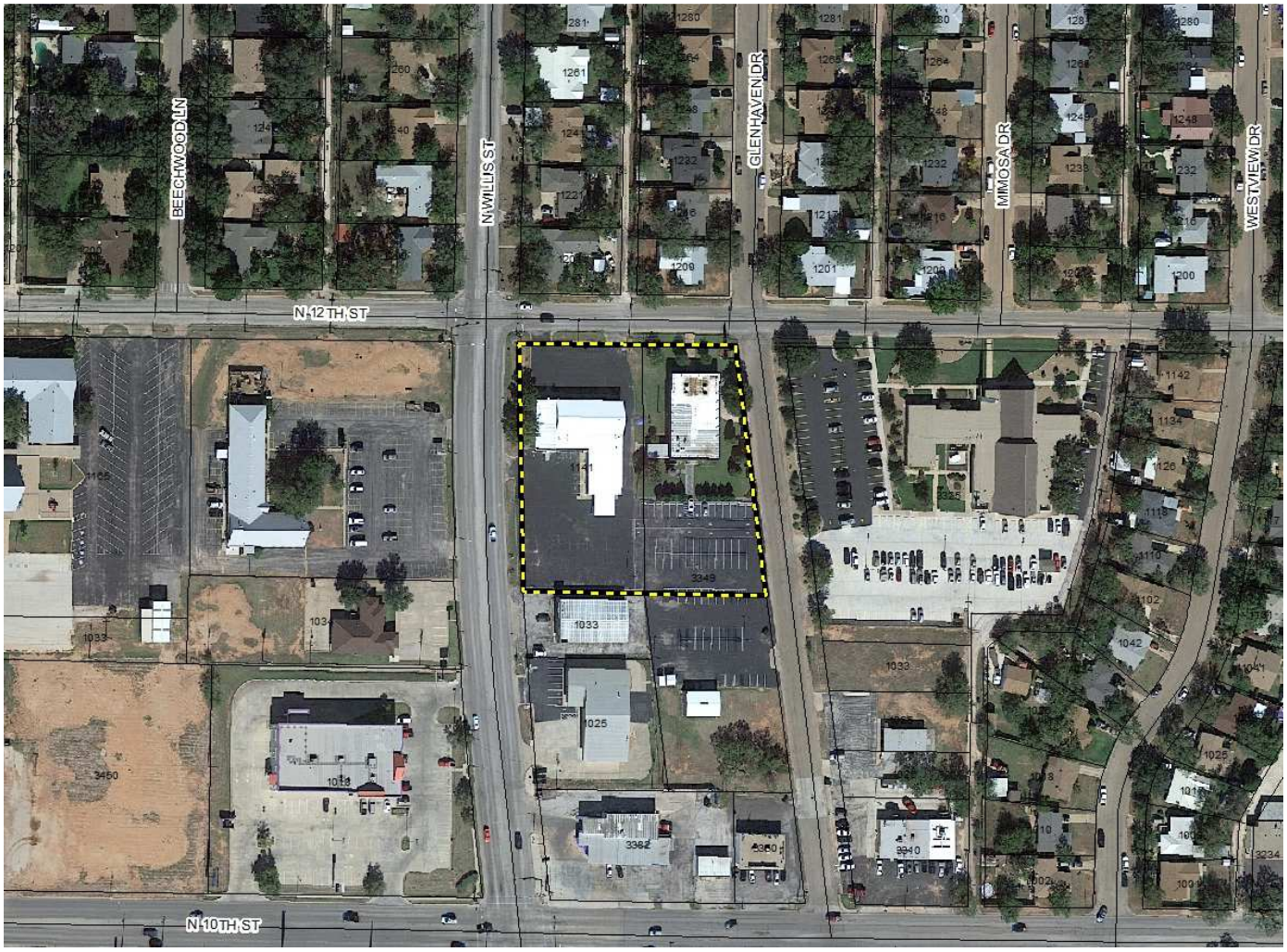
WOODLAWN DR


BEECHWOOD LN
N WILLIS ST
GLENHAVEN DR
MIMOSA DR
WESTVIEW DR
N 12TH ST
N 10TH ST

City Council
Agenda Memo

City Council Meeting Date: 4/28/2016

TO: **Robert Hanna, City Manager**

FROM: **Dana Schoening, Director Planning & Development Services**

SUBJECT: **Ordinance:** ***(First Reading)*** **Z-2016-14 A request from Sherry I. Maloney to rezone property from HC (Heavy Commercial) & GC (General Commercial) to PD (Planned Development) zoning, located at 2549 & 2657 Shirley Rd; and setting a public hearing for May 12, 2016.** ***(Schoening)***

GENERAL INFORMATION

Currently the property is developed with an older auto repair shop on the southern property. The adjacent properties are primarily undeveloped with a few single-family homes to the north. The applicant is proposing to maintain the underlying HC zoning to maintain the auto repair shop uses and is also requesting to allow for up to 6 manufactured homes and for livestock on the northern property. The applicant intends to live here with many of her immediate family members.

The Future Land Use section of the Comprehensive Plan designates this general area as commercial use and low density residential. Shirley Rd is designated as an 'arterial' roadway. The properties are adjacent to Elm Creek to the east & Indian Creek to the north and therefore within the 100-Year Floodplain designation. The requested PD zoning would allow the mix of uses while maintaining the existing use. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval as presented by a vote of five (5) in favor (Bixby, Calk, Dunnahoo, Rosenbaum, & Famble) and none opposed.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Staff Report with Maps	Backup Material
Request from Applicant	Backup Material
Surrounding Property Owner Responses	Backup Material

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-152 A PLANNED DEVELOPMENT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, part known as the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 28th day of April A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of March, 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 p.m., on the 12th day of May, 2016, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 12th day of May, A.D. 2016.

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 thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

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

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

PART 4: Zoning. That Chapter 23, Abilene Municipal Code, part known as the Land Development Code of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From HC (Heavy Commercial) & GC (General Commercial) to PD (Planned Development) zoning.

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

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

A0087 SUR 27 P GUERRO, ACRES 4.77
A0087 SUR 27 P GUERRO, ACRES 5.68

Location:
2549 & 2657 Shirley Rd

PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for heavy commercial uses, up to 6 manufactured housing units, & the keeping of livestock.

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

1) PERMITTED USES:
   a. Up to 6 manufactured housing units may be permitted on the southern tract (2549 Shirley Rd) within the PD boundary. The homes must be for single-family use and may not be used as rental units.

   b. The 'Animal Lot' use shall be permitted on the northern tract (2657 Shirley Rd) within the PD boundary.

2) DEVELOPMENT REGULATIONS:
   a. The driveway and parking area must be of an appropriate all-weather surface (durable & dust free, i.e. asphalt or concrete) as required by City codes.

-END-

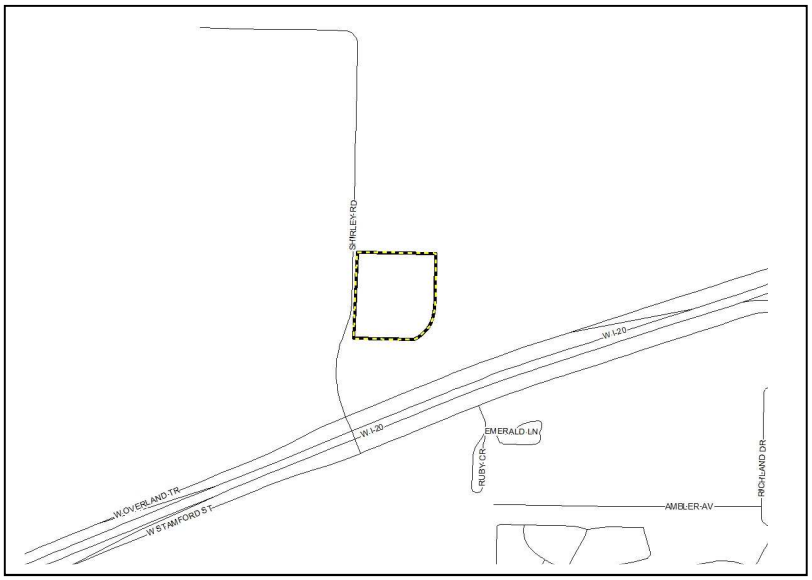
ZONING CASE Z-2016-14
STAFF REPORT

APPLICANT INFORMATION:
Sherry I. Maloney

HEARING DATES:
P & Z Commission: April 4, 2016
City Council 1st Reading: April 28, 2016
City Council 2nd Reading: May 12, 2016

LOCATION:
2549 & 2657 Shirley Rd

REQUESTED ACTION:
Rezone property from HC (Heavy Commercial) & GC (General Commercial) to PD (Planned Development) zoning



SITE CHARACTERISTICS:
The subject parcel totals approximately 10.5 acres and is currently zoned HC & GC. It is currently developed with an older auto repair shop on the southern property. The adjacent properties are zoned AO (Agricultural Open Space) to the north & east, HC south, and GC & AO to the north.

ZONING HISTORY:
The property was annexed in 1984 and zoned HC & GC both in 2006.

ANALYSIS:
- Current Planning Analysis
  Currently the property is developed with an older auto repair shop on the southern property. The adjacent properties are primarily undeveloped with a few single-family homes to the north. The applicant is proposing to maintain the underlying HC zoning to maintain the auto repair shop uses and is also requesting to allow for up to 6 manufactured homes and for livestock on the northern property. The applicant intends to live here with many of her immediate family members.

- Comprehensive Planning Analysis
  The Future Land Use section of the Comprehensive Plan designates this general area as commercial use and low density residential. Shirley Rd is designated as an 'arterial' roadway. The properties are adjacent to Elm Creek to the east & Indian Creek to the north and therefore within the 100-Year Floodplain designation. The requested PD zoning would allow the mix of uses while maintaining the existing use. The request zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommends approval as presented by a vote of five (5) in favor (Bixby, Calk, Dunnahoo, Rosenbaum, & Famble) and none opposed.

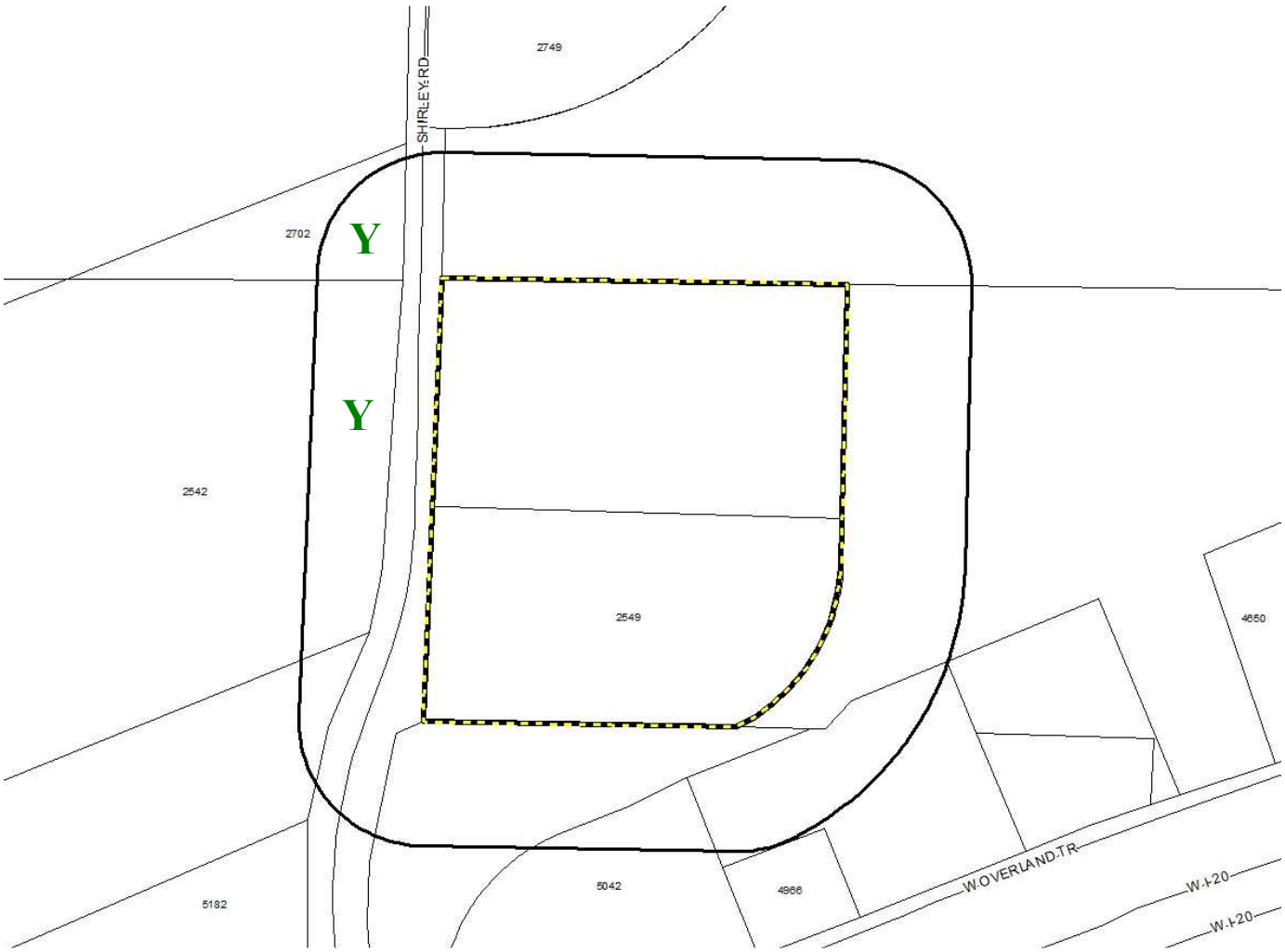
NOTIFICATION:

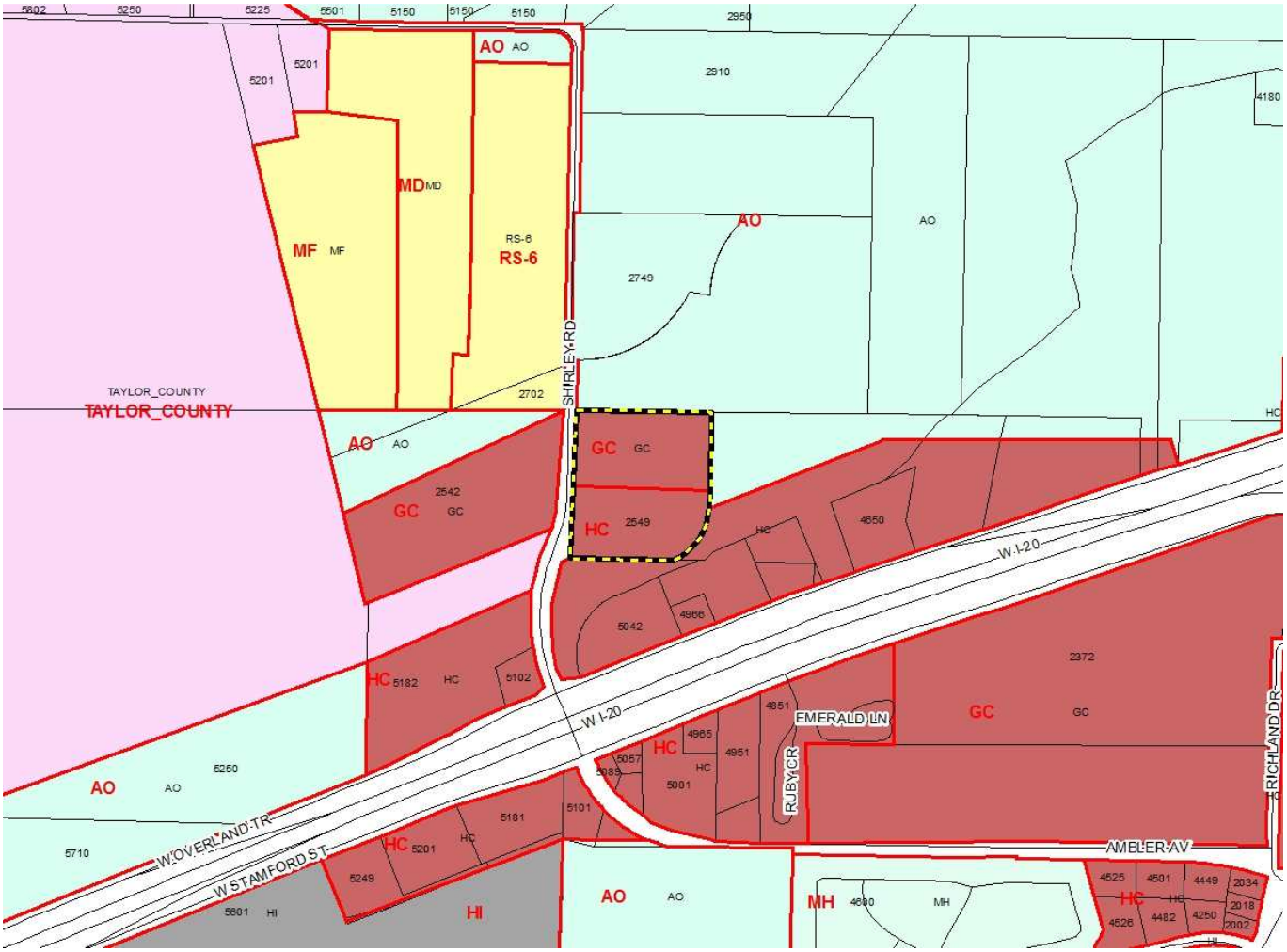
Property owners within a 200-foot radius were notified of the request.

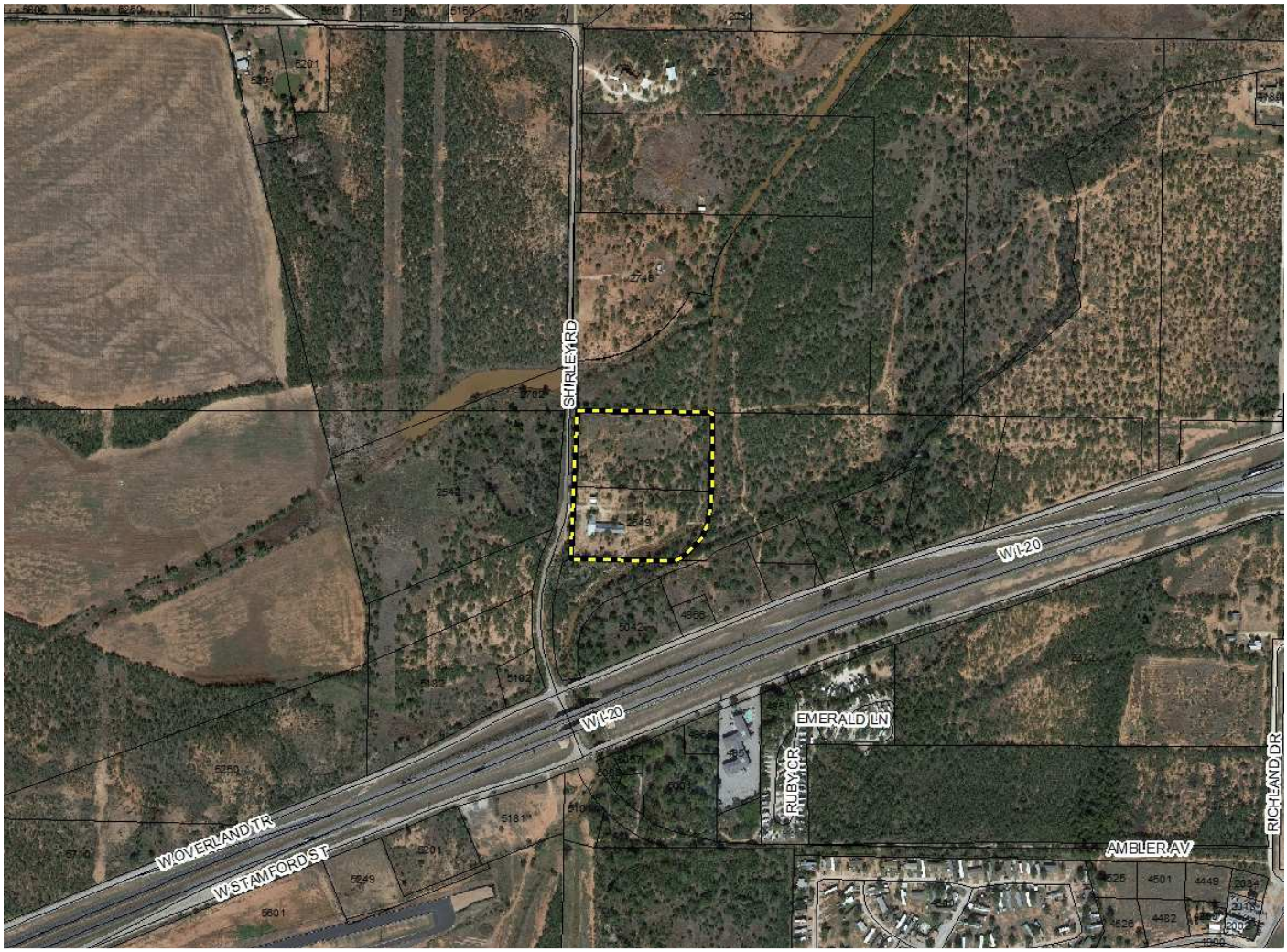
OWNER	ADDRESS	RESPONSE
GRIFFITH RICHARD L	2702 SHIRLEY RD	In Favor
HANTMAN JOSEPH		
SHANDOR GREGORY J	2549 SHIRLEY RD	
HANTMAN JOSEPH		
RAIL X LAND & CATTLE INC		
RAIL X LAND & CATTLE INC	5042 W OVERLAND TR	
GRIFFITH RICHARD L	2542 SHIRLEY RD	In Favor
HANTMAN JOSEPH		
HANTMAN JOSEPH		
SHANDOR GREGORY J		

2 in Favor- **Y**

0 Opposed- **N** (+2 outside 200')




AO
MD
MF
RS-6
TAYLOR_COUNTY
SHIRLEY RD
GC
HC
W I-20
EMERALD LN
RUBY CR
RICHLAND DR
AMBLER AV
W OVERLAND TR
W STAMFORD ST
HI
MH


SHIRLEY RD
W I-20
W I-20
EMERALD LN
RUBY CR
RICHLAND DR
AMBLER AV
W OVERLAND TR
W STAMFORD ST

SHIRLEY RD
W OVERLAND TR
W I-20
W I-20

Proposed Zoning Change

from Heavy Commercial to PDD/Mixed Use W/Manufactured Homes

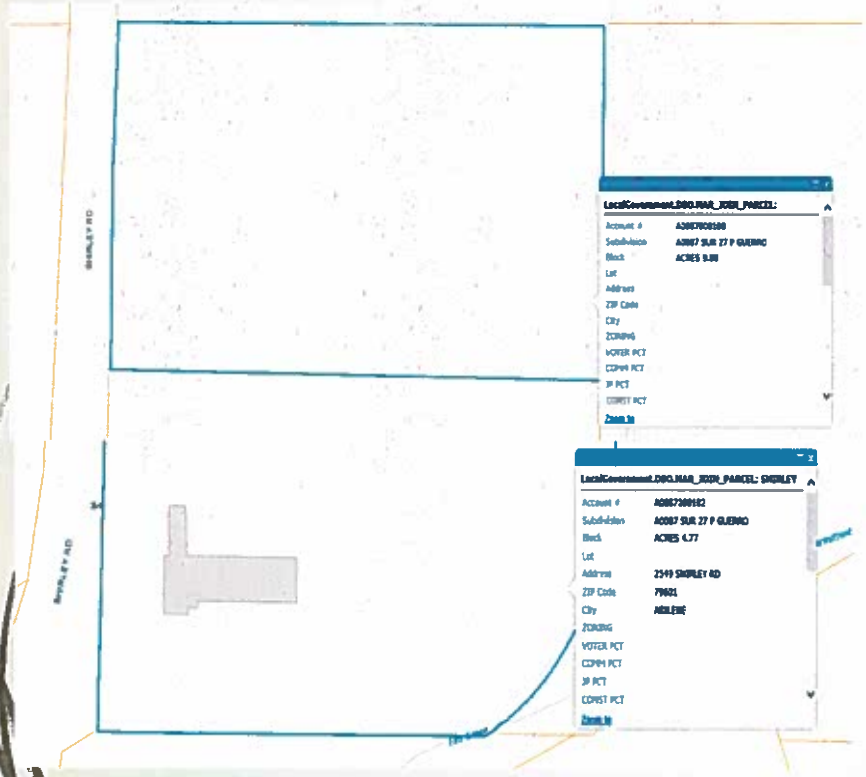
2549/2657 Shirley Rd

Abilene, TX 79601

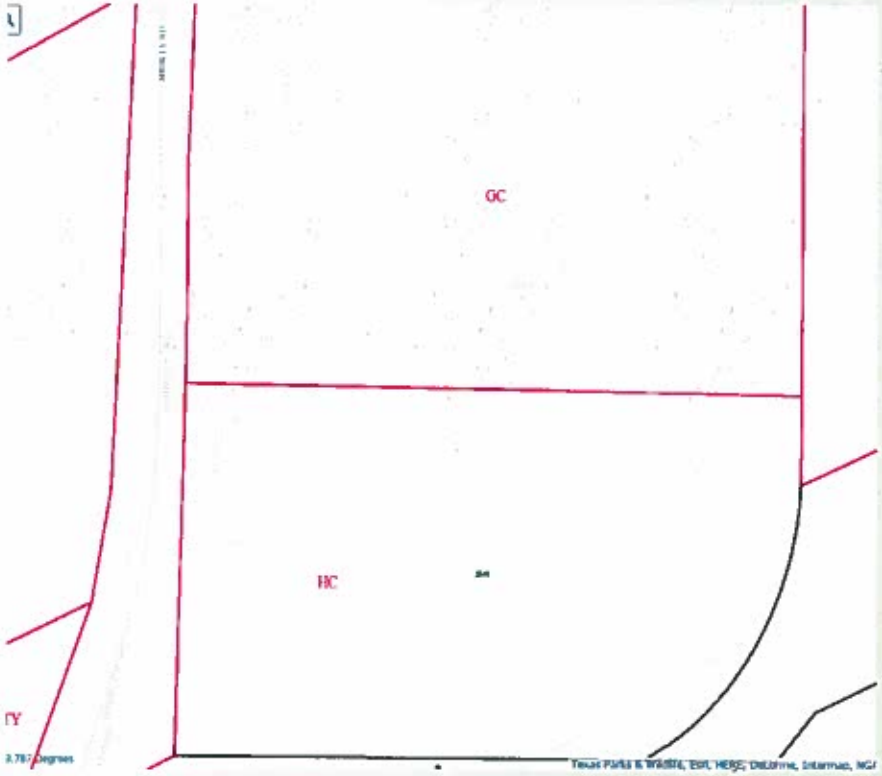
Current Development of Property

Current Zoning Maps

Parcel Map



Planning & Zoning Map



Development Change

Current Development

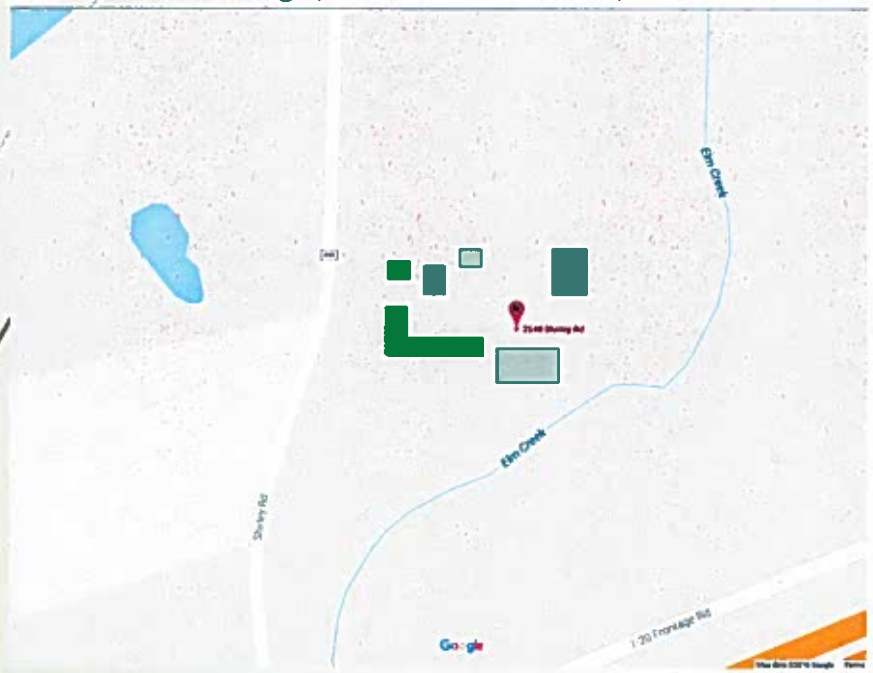
- Heavy Commercial at 2549 Shirley Rd (4.77 ac)
- General Commercial at 2657 Shirley Rd (5.68 ac)
- No Residential

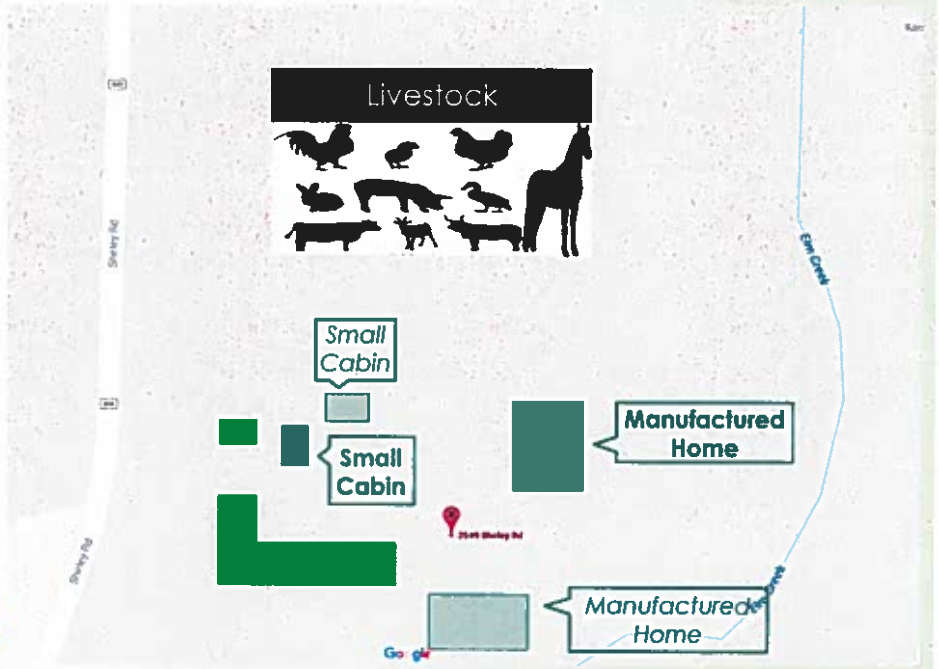
Proposed Development

- PDD
- Multiple Manufactured Homes/Residences at 2549 Shirley Rd (4.77 ac)
- Keep Mixed Use (Commercial)
- Livestock at 2657 Shirley Rd (5.68 ac)

Proposed Development Plan – Map View

- Current Buildings
- **Proposed Buildings** **(May 2016 – December 2018)**
- *Possible Buildings* *(Undetermined at this time)*





Proposed Development Plan – Earth View

THANK YOU

from
The Future Family of

IRISH ACRES

Bryner, Ben

From: Amy Towell <amy@docketnavigator.com>
Sent: Monday, April 04, 2016 12:01 AM
To: Bryner, Ben; Reports, Planning
Subject: ZONING CASE Z-2016-14

To the Planning & Zoning Commission of Abilene, Texas,

I'm writing today to voice several concerns and implore the City to not allow more trailer houses to be placed on Shirley Road.

Since we purchased our property on Shirley Road in 2004, the City has already allowed two manufactured homes to be placed within 200 feet of our property. The first trailer house was supposed be a "temporary" residence while the family cared for an ailing family member on that same piece of property. That family member has long since passed away, but the "temporary" trailer house remains, and a second trailer house has been added to the same property. Apparently, once one trailer house is allowed, it opens the door for more and more.

Trailer houses do not belong on Shirley Road any more than they belong on Elmwood Drive. Indeed, there are only 3 property owners on Elmwood that pay higher property taxes than I do, but I do not think the City would even consider allowing a trailer house to be placed on Elmwood. The fact that they are considering them on Shirley Road is inherently unfair to the tax payers there.

I'm also concerned that if more trailer houses are allowed, there will be no subsequent checks to ensure that they are limited to the requested sections of the property, or adhere to the approved number of trailers. If the above mentioned "temporary" residence is allowed to remain for years with no follow-up whatsoever, how are we to believe that this new plan will be adhered to any more strictly?

Shirley Road is already treated like somewhat of an outcast by the City. The amount of dumping that happens there on a regular basis; the overgrowth of trees and bushes that block traffic signs, and even block the ability to see traffic on the access road is a constant source of frustration to property owners. And we haven't even mentioned the heavy dump trucks that barrel down the road dumping loads of construction waste inside the city limits.

We are asking the City to view Shirley Road and its property owners with the same respect that the property owners on Elmwood, or any other street in Abilene, enjoy. We are being taxed at the same rate as the nicest neighborhoods in Abilene, and would appreciate the same considerations they are given.

Thank you for taking the time to consider this request.

Sincerely,

Amy Towell

2910 Shirley Road

Bryner, Ben

From: Molly Poobalan <mollypoobalan@gmail.com>
Sent: Sunday, April 03, 2016 11:34 PM
To: Bryner, Ben
Cc: Reports, Planning
Subject: Shirley Road rezoning Z-2016-14

Dear Zoning Board,

My name is Molly Poobalan and I live on Shirley Road. I am responding to the rezoning proposal for 2549 and 2657 Shirley Road. I am unable to attend the meeting for this proposal on 4-4-16 due to work obligations.

I strongly oppose the rezoning plans being considered, especially the allowance of manufactured homes (mobile homes). I oppose this because these mobile homes will decrease the value of my property greatly. Also allowing this proposal sets a precedence for future mobile homes all along Shirley Road.
Prior to buying my home in 2000, I checked the area to see what it was zoned for and I would not have purchased my home if it had been zoned for mobile homes. I had no plans to buy a home in a trailer park. This being said the proposed property was purchased knowing it was not zoned for mobile homes.
Also the City of Abilene has a restriction on animals in the city limits but you propose to allow livestock in the city limits at this home so is Shirley Road being taken out of the city limits? Would you like livestock next to your house if you chose to live in the city and not on a farm?

I ask that the people making this decision consider the amount of hard earned money/life savings I have put into my home. If this were your home, your family's home or your friend's home, would you want a trailer park and livestock in your immediate neighborhood?

When my property value decreases because of this proposal, is the planning and zoning board willing to accept responsibility and be accountable for my losses?

As a City of Abilene homeowner, resident and tax payer on Shirley Road for 16 years, I hope my voice will be heard and my position considered when you make your final decision.

Thank you for your time and consideration.
Molly Poobalan

Sent from my iPad

City Council
Agenda Memo

City Council Meeting Date: 4/28/2016

TO: **Robert Hanna, City Manager**

FROM: **Dana Schoening, Director Planning & Development Services**

SUBJECT: **Ordinance:** ***(First Reading)*** **Z-2016-16 A request from Ax Properties, agent Tal Fillingim, to rezone property from RS-8 (Single-Family Residential) to PD-4 (Planned Development) zoning, located at 3702 Antilley Rd; and setting a public hearing for May 12, 2016.** ***(Schoening)***

GENERAL INFORMATION

Currently the property is developed with a single-family home. The adjacent properties are primarily developed with a patio homes to the north and standard single-family homes to the east, west, & south. The applicant is proposing to keep the existing home and to also allow for some additional patio homes along Harbour Town on the north side of the house. The request is to extend the limits of the existing PD zoning for the Fairway Oaks development. This would allow for 2 to 3 additional patio homes under the same regulations as the existing adjacent patio homes.

The Future Land Use section of the Comprehensive Plan designates this general area as low density residential. Antilley Rd is designated as an 'arterial' roadway. The requested zoning would extend the limits of the Fairway Oaks PD boundary. The request zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

A question arose from a property owner (Brook Bennett Brown) who opposes the rezoning request and believed the public notification was not conducted properly as a family member who has joint ownership was not notified. Staff reviewed the public notification process and based on the review concludes the notification process was properly done.

SPECIAL CONSIDERATIONS

As provided for in City of Abilene Land Development Code Article 4, Division 1, Section 1.4.1.3(I)(1), when a written protest against the amendment is signed by the owners of twenty percent (20%) or more of either the area of the lots or land covered by the proposed change, or the area of the lots or land immediately adjoining the area covered by the proposed change and extending two hundred feet (200') from that area, a zoning amendment shall not become effective except by the favorable vote of three fourths of all members of the City Council.
Regarding this particular rezoning item, three property owners have opposed the rezoning. Together these property owners constitute 20.3% of the land area within the radius area. The 200' radius area is the legally defined public notification area as provided for in Land Development Code and Texas State Statutes for rezoning applications. Therefore, because opposition is from 20% or more of land area in the public

notification area, a super-majority vote of the City Council is required to approve an ordinance for this rezoning item.
For explanation on the 200' radius area constituting the public notification area, the radius begins at the property line of the property proposed for rezoning. The actual property area proposed for rezoning is not included as part of the public notification area. Only the 200' radius area constitutes the public notification area, therefore the portion of the three properties located within the 200' radius area constitutes 20% of the total land area that defines the 200' radius area.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval as requested.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval as presented by a vote of five (5) in favor (Bixby, Calk, Dunnahoo, Rosenbaum, & Famble) and none opposed.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Staff Report and Maps	Backup Material
Excerpt from PD#4	Backup Material
Surrounding Property Owner Response - Appeal	Backup Material
Surrounding Property Owner Response	Backup Material

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-4 AND ORDINANCE NO. 1045 A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, part known as the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 1045, as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

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

PASSED ON FIRST READING this 28th day of April A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of March, 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 12th day of May, 2016, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 12th day of May, A.D. 2016.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

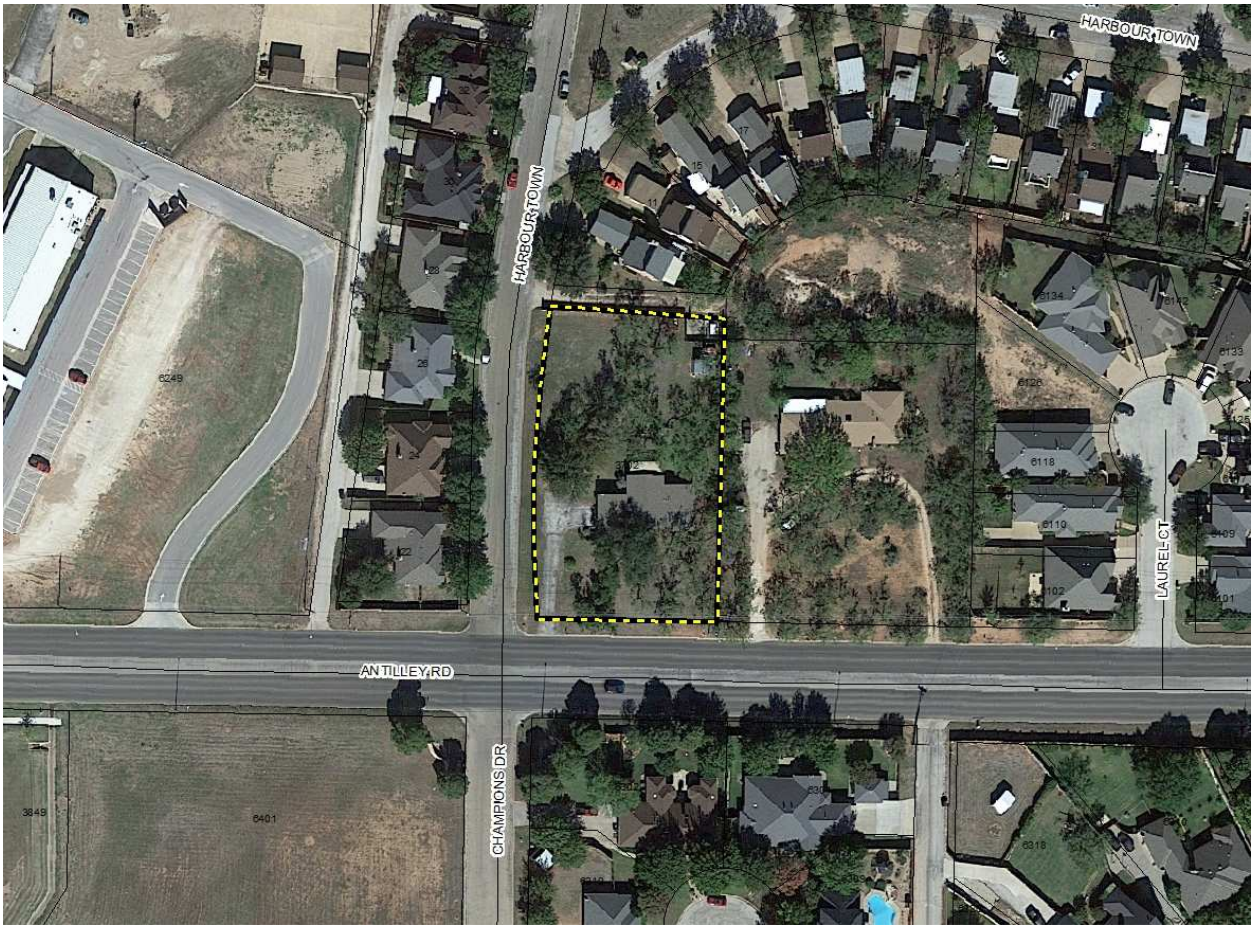
APPROVED:

_____
CITY ATTORNEY

Exhibit "A"

14th Amendment to Ordinance No. 1045

AMEND: The boundaries of PD-4 to include the property at 3702 Antilley Rd:



ADD: Allow for additional patio homes with the following regulations:

- The minimum lot size shall be 40 feet by 100 feet.
- The minimum setback requirements shall be 30 feet front, 30 feet back or rear yard, and 5 feet on each side.

-END-

ZONING CASE Z-2016-16
STAFF REPORT

APPLICANT INFORMATION:
Ax Properties
Agent: Tal Fillingim

HEARING DATES:
P & Z Commission: April 4, 2016
City Council 1st Reading: April 28, 2016
City Council 2nd Reading: May 12, 2016

LOCATION:
3702 Antilley Rd

REQUESTED ACTION:
Rezone property from RS-8 (Single-Family Residential) to PD-4 (Planned Development) zoning

SITE CHARACTERISTICS:
The subject parcel totals approximately 0.85 acres and is currently zoned RS-8. It is currently developed with a single-family home. The adjacent properties are zoned PD to the north & west, RS-8 to the east, and MF (Multi-Family Residential) to the south.

ZONING HISTORY:
The property was annexed in 1963 and zoned RS-8 sometime after.

ANALYSIS:
- <u>Current Planning Analysis</u>
  Currently the property is developed with a single-family home. The adjacent properties are primarily developed with a patio homes to the north and standard single-family homes to the east, west, & south. The applicant is proposing to keep the existing home and to also allow for some additional patio homes along Harbour Town on the north side of the house. The request is to extend the limits of the existing PD zoning for the Fairway Oaks development. This would allow for 2 to 3 additional patio homes under the same regulations as the existing adjacent patio homes.

- <u>Comprehensive Planning Analysis</u>
  The Future Land Use section of the Comprehensive Plan designates this general area as low density residential. Antilley Rd is designated as an 'arterial' roadway. The requested zoning would extend the limits of the Fairway Oaks PD boundary. The request zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

PLANNING STAFF RECOMMENDATION:
Staff recommends approval as requested.

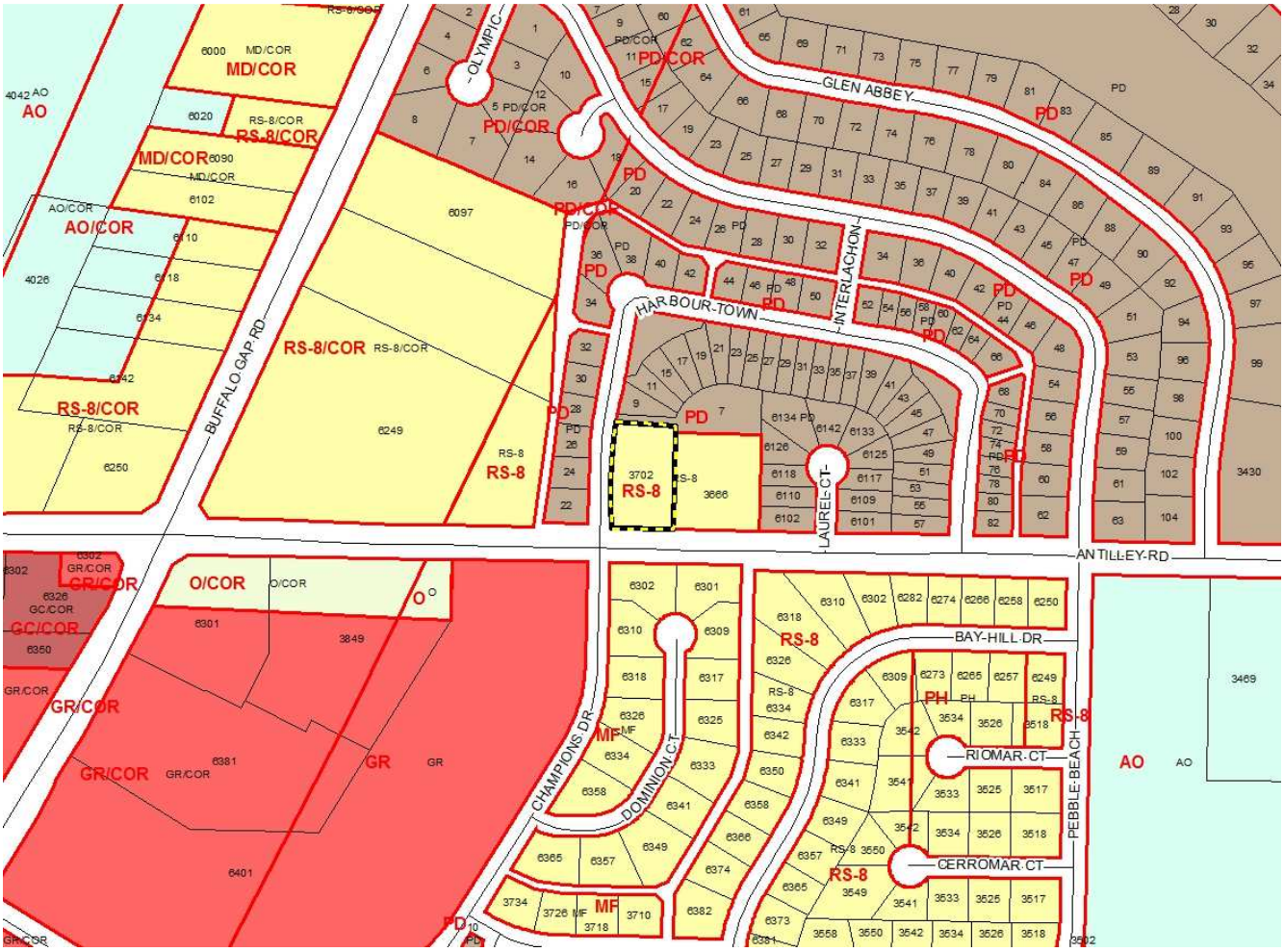
PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission recommends approval as presented by a vote of five (5) in favor (Bixby, Calk, Dunnahoo, Rosenbaum, & Famble) and none opposed.

NOTIFICATION:
Property owners within a 200-foot radius were notified of the request.

OWNER	ADDRESS	RESPONSE
FELTY LARRY WAYNE	6302 DOMINION CT	
STEVENS DONNA J	21 HARBOUR TOWN	
ABILENE ACU 20 LLC	11 HARBOUR TOWN	In Favor
FAIRWAYS DEV CO INC		
MC LEAN MIKE & MICHELLE	7 HARBOUR TOWN	
KING RODNEY	15 HARBOUR TOWN	
MC LEOD BARRY	26 HARBOUR TOWN	
SANSOM CONSUELO	9 HARBOUR TOWN	Opposed
STOVELL J ROBERT & KAY	28 HARBOUR TOWN	Opposed
HEB GROCERY COMPANY LP	6401 BUFFALO GAP RD	
SLICE BELINDA K	19 HARBOUR TOWN	
LONG INVESTMENTS LLC	25 HARBOUR TOWN	
WILLIAMS SHARLYN W	17 HARBOUR TOWN	
TROY JOHNSTON CONTRUCTION LLC	23 HARBOUR TOWN	
POWELL SAMUEL L & FODIE K	32 HARBOUR TOWN	
LINCH LUTHER WILKINS & DORIS JUDD	22 HARBOUR TOWN	
GIST RANDY & JEANETTE	6310 DOMINION CT	
WYLIE BAPTIST CHURCH		
POLK JAMES MERRITT & SEAN POLK	6301 DOMINION CT	
AX PROPERTIES	3702 ANTILLEY RD	
BROWN BROOK BENNETT	3666 ANTILLEY RD	Opposed
DOMINY ANNE R	30 HARBOUR TOWN	
SPIES DUSTIN EVERETT & JESSICA ROSAL	24 HARBOUR TOWN	
WYLIE IND SCHOOL DIST	6249 BUFFALO GAP RD	

1 in Favor- **Y**

3 Opposed- **N**


AO
MD/COR
RS-8/COR
AO/COR
PD/COR
PD
RS-8
BUFFALO GAP RD
OLYMPIC
GLEN ABBEY
HARBOUR TOWN
INTERLACHON
LAUREL CT
ANTILLEY RD
O/COR
GR/COR
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CHAMPIONS DR
DOMINION CT
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BAY HILL DR
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RIOMAR CT
CERROMAR CT
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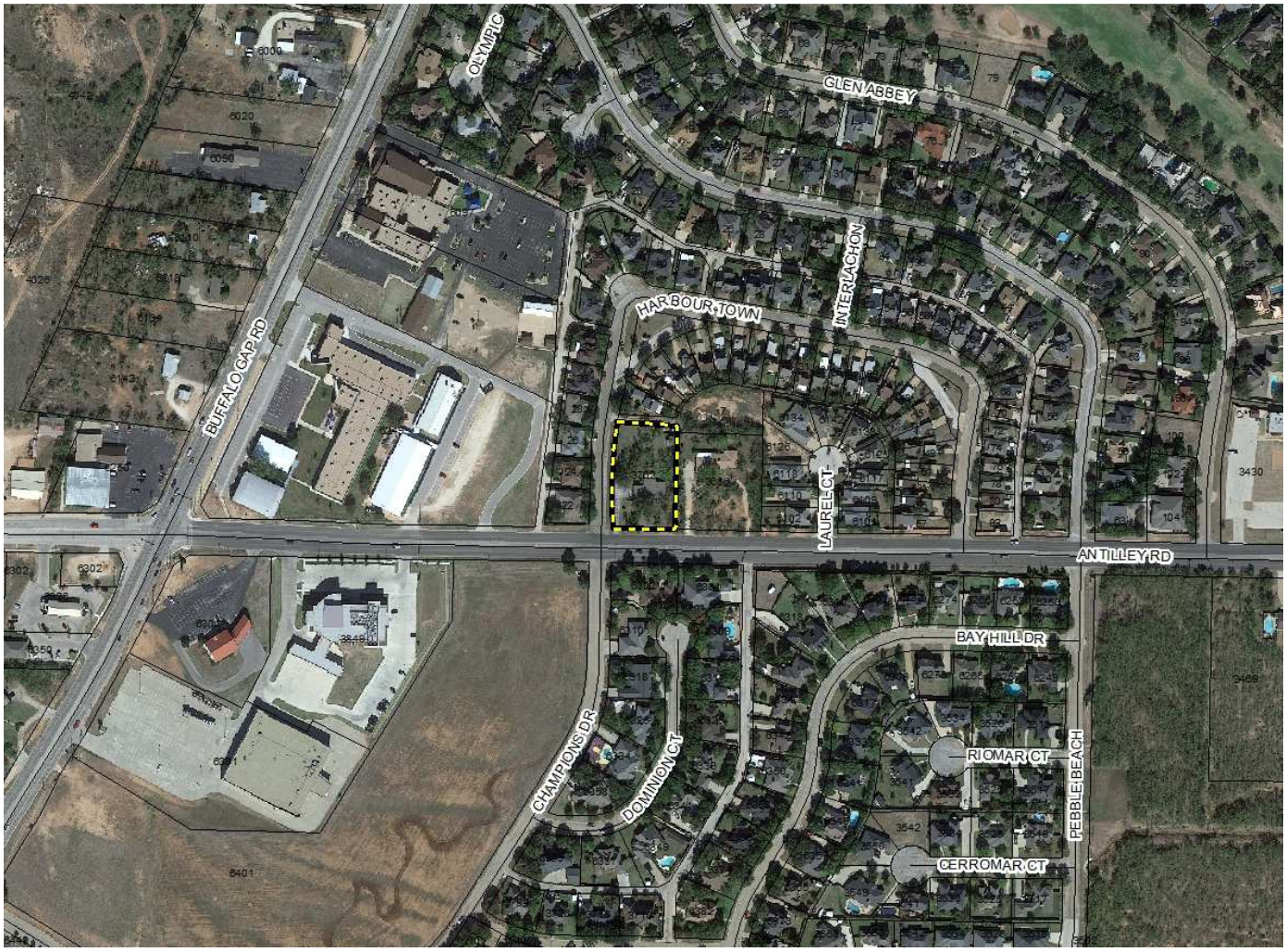
OLYMPIC
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LAUREL CT
ANTILLEY RD
BAY HILL DR
CHAMPIONS DR
DOMINION CT
RIOMAR CT
PEBBLE BEACH
CERROMAR CT

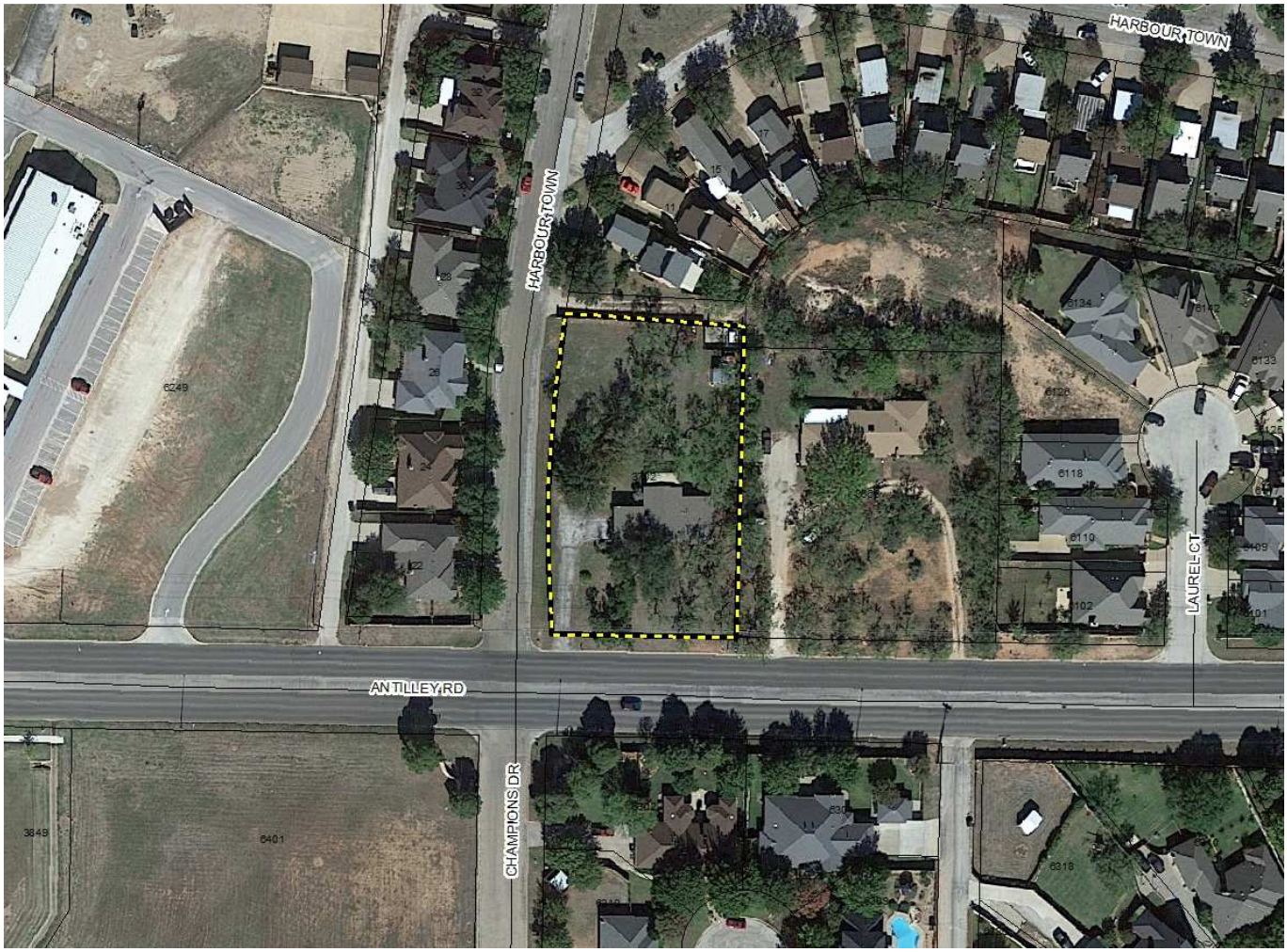

HARBOUR TOWN
HARBOUR TOWN
AN TILLEY RD
CHAMPIONS DR
LAUREL CT

EXHIBIT "A"

Amend:

Section B, Paragraph (3) shall read:

Block A shall be used for single family residential construction, and private picnic park area. A replat of the block now shows Lots 101-127. The minimum setback requirements for Lots 103-109 and Lots 117, 118, 120-123, shall be 30 feet front, 30 feet back or rear yard and 5 feet on each side. The minimum setback for Lots 110-116 and Lots 124-127 shall be 30 feet front, 15 feet back or rear yard and 5 feet on each side. Lots 102 and 119 shall be used for landscape purposes. Lot 101 shall be used and designated for private picnic park area.

April 7, 2016

Abilene City Secretary
APR 8 - 2016
Filed for Record

To:
City Secretary
City of Abilene, Texas
555 Walnut Street
Abilene, Texas 79601

By Overnight Delivery

RE: Zoning Application Z-2016-16

Notice of Appeal
Zoning Case Z-2016-16

Notice of Appeal is hereby given of the recommendation of approval in Zoning Case: Z-2016-16, by the City of Abilene Planning and Zoning Commission, and request that, upon final hearing, the application be denied on the grounds stated in the attached letter of opposition submitted to the Planning and Zoning Commission.

This matter was considered by the Planning and Zoning Commission on April 4, 2016. This appeal is timely filed.

Respectfully submitted,

Brook Brown

Brook Bennett Brown

Attachment

April 1, 2016

Planning and Zoning Commission
City of Abilene, Texas
555 Walnut Street, Room 100
P.O. Box 60
Abilene, Texas
79604-0060

By overnight delivery and
by email: planning@abilenetx.com

Planning and Development Services
P.O. Box 60
Abilene, Texas 79604-0060

By email: planning@abilenetx.com

Re: Rezoning Application No. Z-2016-16

Dear Commissioners and Planning Department,

I received notice on March 28, 2016, by mail, of the rezoning that is the subject of the application identified above. The application proposes to rezone the lot at 3702 Antilley Road, immediately adjacent to property owned by my brother and I, at 3666 Antilley Road. I reside in Austin, Texas. My brother and his wife live at 3666 Antilley Road.

The property and house at 3702 Antilley Road, that is the subject of the application for rezoning, is well known to me, as I grew up in this house. The house is a classic mid-century modern house, built in 1957. The house was designed by my mother, Bo Bennett, an Abilene artist and long-time and honored art teacher at Abilene High School, and built by Hollis Buchanan, a long-time farmer and builder in the Wylie community. My mother sold this house to the Williams family in the mid 80's, and they lived in the house until its sale to the current developer.

The house at 3666 Antilley Road was built in 1951 by my grandparents, H. L. and Myrtle Antilley, both members of founding families in the Abilene community, and the name-sakes for whom Antilley Road is named. Both 3702 Antilley and 3666 Antilley sat on my grandfather's farm, sold in the early 90's after his death, to the developer of the Fairway Oaks golf course and subdivision.

The proposed rezoning would take all the lot at 3702 Antilley, currently zoned as RS-8, and rezone it PD-4 for patio homes. While the developer states that it is his intent to leave the current house at 3702, this statement of intent is not binding, and because the entire lot is proposed to be rezoned to allow 2 to 3 patio homes to be built, it is also inconsistent with the rezoning sought – which is to PD-4 for the entire lot. Nothing would require that the present house be maintained, nor would future zoning approval be needed to replace it with town/patio homes.

I oppose the proposed plan for the following reasons:

1. **Notice issues.** There appears there may be several notice issues. First, no notice was sent to my brother, who, jointly with me, owns the property at 3666 Antilley Road. (The notice I received was mailed to my Austin address, not the 3666 Antilley Road address shown in the Notification section.) Second, the owners of 7 Harbour Town do not reside at 7 Harbour Town, as shown in the Notification section, but reside at 102 Glen Abbey – thus, the Notification section indicates that they did not receive notice, assuming notice was sent to 7 Harbour Town, as shown on the Notification section. Because the application does not demonstrate that proper notice has been sent, this application may not be considered.

2. **The plan to rezone 3702 Antilley as PD-4 does not accommodate the adjacent RS-8 zoned property at 3666 Antilley Road.**

Under the proposal, the patio home lots would abut the 3666 lot, with no proposal for any buffer or other accommodation to the existing RS-8 character of our property. The added density – two to three homes on the adjacent lot (and possibly four, given the proposed rezoning) – as compared to the single home RS-8 zoning that currently exists, is not in character with RS-8 nature of either 3666 Antilley Road or #7 Harbour Town, also zoned RS-8. There are patio homes adjacent to 3666 Antilley Road on the east side, but they are buffered by a fence (although as described below, the fence is not maintained and is falling down), thus preserving some degree of privacy and buffer to the RS-8 property adjacent. No similar design feature is proposed or required for the rezoning sought in this application.

Likewise, the town homes on the north side of 3666 Antilley Road are at some distance, as the undeveloped lot at # 7 Harbour Town, zoned RS-8, lies between 3666 Antilley Road and the north-side town homes. Again, the proposed zoning at issue here backs up the town home lots to the 3666 Antilley Road property line with no wall or buffer proposed or required and only a 15-foot setback.

Additionally, we are assuming the town homes would likely be two story – backing up to the house and yard at 3666 Antilley Road, and causing a significant loss of privacy. Again, the developer's proposal does not limit the new homes proposed to single story, as is the case with the patio homes adjacent to 3666 Antilley Road on the east side of 3666 Antilley Road, nor does the proposed approval require such accommodation.

The developer for 3702 Antilley Road does not propose any buffer or other accommodation for the additional density of zoning that is proposed – no height restriction, no fencing, and no added set-back given the lack of a wall, and none is required under the staff proposal. To place new town homes on lots at less than 15-foot setback from the existing RS-8 property line is not consistent with the existing community or adjacent RS-8 zoned properties.

3. There is no active property owners' association for Harbour Town and no assurance that any required buffers to the adjacent RS-8 properties would be maintained.

The fence that was been placed around 3666 Antilley Road on the east and north, to buffer the existing non-RS-8 uses from 3666 Antilley Road, has never been maintained and is falling down. There is apparently no active homeowners' association that would enforce any fence or other buffer were one to be put in place. Consequently, what might otherwise be ameliorating measures between non-conforming lots don't exist within this "Planned Development" and any additional density will only exacerbate the existing problems.

4. The plan to rezone 3702 Antilley as PD-4 is not consistent with the existing adjacent properties in the planned development and does not accommodate the future development of the adjacent properties in a manner consistent with the Harbour Town Planned Development.

a. The proposed replat is not consistent with the existing design of the Harbour Town development. The Harbour Town development is buffered from Antilley Road by a common, uniform stucco wall parallel to Antilley Road. (This wall is also in bad shape and needs repair.) The proposed plan does not provide for a similar wall along the new town home lots parallel to 2 Antilley Road to buffer the new town homes from the existing home at 3702 Antilley or Antilley Road, if town homes are built out on the full rezoned property up to the set-back along Antilley Road, which could occur if the developer's proposal to rezone the entire lot to PD-4 is approved. While the developer states it is the intent to keep the existing house, the zoning asked for is PD-4 for the whole of the lot, and this statement of intent is meaningless.

b. The proposed replat would leave the property at #7 Harbour Town, zoned RS-8, land-locked, and would limit future access to 3666 Antilley Road. #7 Harbour Town is currently undeveloped but is zoned RS-8, as are 3702 and 3666 Antilley Road. The proposed plat provides a new Lot 1, at the north property line of 3702 Antilley. While the existing plat provides for an access easement at this property line to Lot 7, it is not wide enough for vehicle access, and if a patio home is placed on new Lot 1, as is proposed on the replat, which does not propose to widen this access, there could never be vehicle access to #7 Harbour Town, thus rendering this property unusable. (The access easement cannot be widened from the other side as there is a town house on that lot.)

Similarly, if the replat is approved and #7 Harbour Town is landlocked as a result of the replat, then all future development of 3666 Antilley Road becomes problematic as no access could be provide through the access easement and all future vehicle access to 3666 Antilley Road will be limited to access on Antilley Road. Antilley Road is proposed to become a major arterial road, and thus, the City would like want to limit vehicle access to Antilley Road from 3666 Antilley Road.

Thus, rather than solving any property use issues along Antilley Road, the proposed replat exacerbates the existing problems in this area.

Rather than rezone 3702 Antilley as PD-4, the City should deny this proposal, and retain the character of the three RS-8 properties in this location: #7 Harbour Town, 3702 Antilley Road, and 3666 Antilley Road, rather than introduce a partial new zoning for one of the lots that has undesirable consequences for the adjacent properties and is inconsistent with the planned development to which the replat is to be associated.

I have received only a week's notice of this meeting. While the Commission's rules allow such a short notice period, if there were further time to address this matter, there could be other reasons why this matter should be denied. Also were this matter postponed, I would endeavor to work with the developer to see if accommodation could be reached.

Should you have any questions regarding this matter, please give me a call at 512-517-5251.

Very truly yours,

Brook Bennett Brown

JACOB & MARTIN, LLC.
ARCHITECTS · ENGINEERS

3465 CURRY LANE ABILENE, TEXAS 79606 325 695 1070

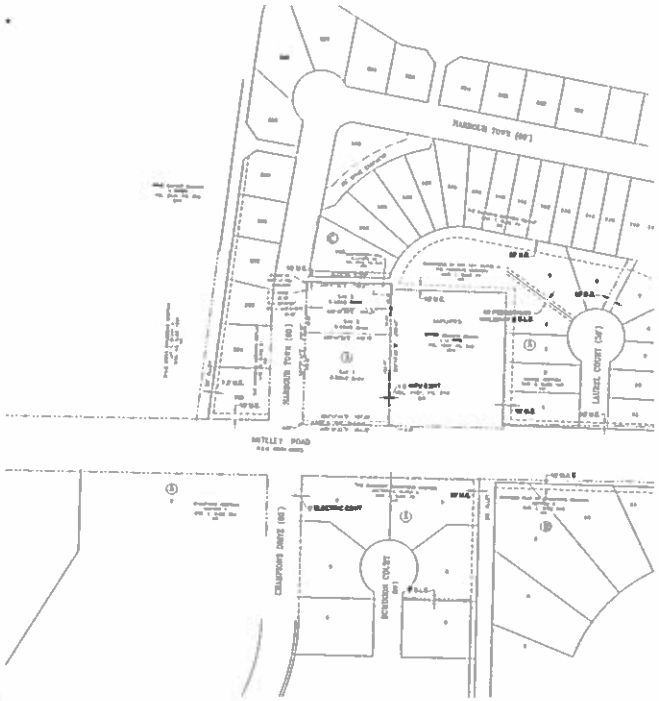
FIRM # 10024300

PROPERTY OWNER AND DEVELOPER:
AK PROPERTIES PARTNERSHIP
2525 JEANETTE STREET
ABILENE, TX. 79605
DOCUMENT NO. 2015 20495

ENGINEER/SURVEYOR:
JACOB & MARTIN, LLC
3465 CURRY LANE
ABILENE, TEXAS 79606
(325) 695-1070

SCALE: 1" = 100'

BASIS OF BEARINGS:



PLAT NOTES:

(1) AREA OF SUBDIVISION IS 6.0619 ACRE OF LAND HERE IS A 0.0262 ACRE RIGHT-OF-WAY DEDICATION FOR STREETS

(2) MONUMENTATION: A 1/2" REBAR ROD WITH PLASTIC CAP MARKED "JAM BOUNDARY" IS SET AT EACH PROMINENT LOT CORNER

(3) NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO TAYLOR COUNTY FLOOD INSURANCE RATE MAP NO 48441C 0332-F (JANUARY 8, 2013)

(4) THIS SUBDIVISION LIES COMPLETELY WITH THE CITY LIMITS OF ABILENE, TAYLOR COUNTY, TEXAS

(5) BUILDING SETBACK LINES SHALL COMPLY WITH CURRENT CITY OF ABILENE REGULATIONS

PRELIMINARY

LOTS 1 THROUGH 3, BLOCK A,
ANTILLEY ROAD ADDITION
BEING OUT OF THE A. GREENWALL SURVEY NO. 100
ABSTRACT NO. 86
CITY OF ABILENE,
TAYLOR COUNTY, TEXAS

PLANNING COMMISSION

PLANNING DIRECTOR

DIRECTOR OF PUBLIC WORKS

COUNTY CLERK

COUNTY CLEARANCE

OWNER'S DEDICATION AND DEDICATION

LOTS 1 THROUGH 3, BLOCK A,
ANTILLEY ROAD ADDITION
BEING OUT OF THE A. GREENWALL SURVEY NO. 100
ABSTRACT NO. 86
CITY OF ABILENE,
TAYLOR COUNTY, TEXAS

AK PROPERTIES PARTNERSHIP

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TAYLOR

BEFORE ME,

AK PROPERTIES PARTNERSHIP

GIVEN UNDER MY HAND AND SEAL OF OFFICE

GENERAL NOTES

SURVEYOR CERTIFICATE AND PLAT DESCRIPTION

CERTIFICATION

PLAT DESCRIPTION

LOTS 1 THROUGH 3, BLOCK A,
ANTILLEY ROAD ADDITION
BEING OUT OF THE A. GREENWALL SURVEY NO. 100
ABSTRACT NO. 86
CITY OF ABILENE,
TAYLOR COUNTY, TEXAS

REGISTERED PROFESSIONAL LAND SURVEYOR

SEPTEMBER 3, 2015

Boarts, Donna

From: Connie Sansom <csansom@cadcoae.com>
Sent: Wednesday, March 30, 2016 8:21 AM
To: Reports, Planning
Subject: CASE# Z-2016-16

I am opposed

This will increase the concentration of residents in an already dense area.

Thank you for your consideration,

Consuelo (Connie) ansom
9 Harbour Town

City Council
Agenda Memo

City Council Meeting Date: 4/28/2016

TO: **Robert Hanna, City Manager**

FROM: **Dana Schoening, Director Planning & Development Services**

SUBJECT: **Ordinance:** ***(First Reading)*** **An amendment to the Land Development Code (LDC) to create and adopt standards for a Lake Fort Phantom Hill (LFPH) Overlay zone; and setting a public hearing for May 12, 2016.** ***(Schoening)***

GENERAL INFORMATION

The Lake Fort Phantom Hill Area Plan (Lake Plan) was approved by the City Council on January 12, 2009. The plan established a vision of the lake area as a unique place within the City that would benefit from customized and higher development standards. The intent of the plan was to integrate and exploit both natural and developed assets of the area in ways that would protect and showcase its future potential.
The proposed overlay district is intended to implement standards envisioned within the Lake Plan. The overlay will over time influence development to balance competing interests and ensure that the lake develops as envisioned in the Lake Plan. Stakeholders, including the Neighborhood Association, have been actively included in the development of the overlay throughout this process.

City Staff, the Lake Association, and the Planning and Zoning Commission spent many meetings over many months to work through many issues and to develop the ordinance as presented. While there is general agreement on virtually all of the ordinance, Staff has highlighted two sections of the ordinance that we believe warrant additional discussion by the Council.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6 in favor (Bixby, Calk, Ellinger,

McClarty, Rosenbaum, & Famble) and none opposed.

ATTACHMENTS:

	Description	Type
🗋	Ordinance Exhibit	Ordinance
🗋	Ordinance Cover	Ordinance

ORDINANCE NO. _____

EXHIBIT "A"

AMEND: Section 5.1.1.3 Definitions

ADD: Add definitions for 'Credit Access Business' and 'Marina'.

(47) CREDIT ACCESS BUSINESS has the meaning given that term in Section 393.601 of the Texas Finance Code.

(111) Marina: A facility for personally owned sailboats, yachts and small boats or watercraft, typically offering docking, fuel, supplies, repair, storage, boat chandlers or other related services; sometimes with restaurants or retail sales. A marina typically differs from a private dock in size, scope or scale and is not accessory to a single family dwelling.

ADD: Section 2.3.4.6 Lake Fort Phantom Hill (LFPH) Overlay Zone

ADD: Add regulations for the new Lake Fort Phantom Hill (LFPH) Overlay Zone.

Section 2.3.4.6 Lake Fort Phantom Hill (LFPH) Overlay Zone

Activities within this overlay district shall be governed by all regulations of the underlying zoning district, including regulations for site development, landscaping, signs, performance standards, etc., except where modified by the provisions of this Section.

(a) **Purpose.** The primary purpose of this overlay district is to encourage high quality development and redevelopment within the district that meets the goals of the Lake Fort Phantom Hill Land Use Plan.

Development and redevelopment within this district should be compatible with lakeside development and support a unified community image consistent with the design guidelines of the LFPH Land Use Plan. Uses are intended to include residential, retail, restaurants, services, recreational, offices, educational and related uses. Development in the area should be of high quality with well-designed buildings and attractive landscaping in a pedestrian friendly environment. When questions of compatibility arise relating to site design, materials, or landscaping, it is the intent of this provision that the Director should consider the views of owners, residents, professionals or stakeholders in rendering decisions.

(b) **Land Use.** Allowable uses within the overlay district shall be per the underlying zoning district, except as modified below.

(1) The following uses are allowed only with a Conditional Use Permit, which shall only be granted for such uses that are compatible with the development goals of the overlay, including incorporating appropriate conditions to address elements such as building design, landscaping, screening, limitations or prohibitions on outdoor activities, and the like.

- Recreation – Outdoors (active)
- Vacation Travel Trailer Park
- Marina
- Commercial Boat Docks
- Fuel Sales

- Major or minor vessel repair
- Sale and rental of small boats, personal watercraft, boat parts and accessories
- Wind Energy Conversion Systems within 1,320 feet of the shoreline of Lake Fort Phantom Hill (1,636 mean sea elevation (MSL))

(2) The following uses are prohibited within the overlay district:

- Commercial Uses:
    - Animal Shelters, Kennels and Feedlots
    - Pet Grooming
    - Automotive Sales and Services
    - Pawn Shops
    - Payday or Title Lending Services/Credit Access Businesses
    - Tattoo Parlors
- Utilities:
    - Sanitary landfills
- Recreational/Entertainment Uses:
    - Zoo
    - Fairgrounds/Rodeo
    - Motorized Racing
    - Outdoor Gun Range
- Others:
    - Mobile Homes/Manufactured Homes

(c) **Utility Lines**. Service lines for utilities to primary and accessory structures shall be buried underground unless the line exceeds 150 feet of horizontal distance from a main line, in which case above ground provision shall be allowed beyond 150 feet.

(d) **Commercial Building Standards.** Standards for building design and materials shall be per the underlying zoning district, in addition to the following:

(1) Any building shall include both horizontal and vertical articulation in the building design for the front façade.

(2) Any building shall include visual enhancements providing architectural details such as building offsets and variation in color, texture, and materials. Such building details should be compatible with lakeside development and support a unified community image consistent with the design guidelines of the Lake Fort Phantom Hill Land Use Plan.

(3) A minimum of fifty (50) percent of the façades of all primary and accessory structures shall be composed of wood, brick, stone, or similar materials.

(4) The remaining area of the building face shall be limited to glass, stucco, stucco-like finishes, decorative block, concrete tilt-wall panels, or other similar materials.

(5) Accessory structures shall be constructed of materials similar to that of the primary structure(s) except for marinas and boat storage buildings when located on a lot adjacent to the lake.

(6) Elevation plans shall be submitted with any required Site Plan for review and approval by the Planning Director. Any variation from the design requirements or materials listed above will be subject to review and may be permissible at the discretion of the Planning Director. Appeals shall be to the appropriate board or commission, in accordance with the Land Development Code, as amended

(e) **Setbacks.** All setbacks shall comply with the underlying zoning district except as modified below:

(1) Lakeside Setbacks: Lakeside development shall meet front setback requirements on lakeside lot lines, measured from the shoreline (1,636 MSL), unless granted a Special Exception by the appropriate board or commission, currently the Board of Adjustment, in accordance with the Land Development Code, as amended.

(f) **Landscaping Requirements.** All landscaping shall comply with the City of Abilene Land Development Code except as modified below:

(1) Residential

i. All new residential construction and remodeling will be required to plant a minimum of two (2) trees between the home and the lake, and the home and the street. Residential construction without lake frontage will only be required the plantings between the home and the street.

ii. Existing natural vegetation may be included to satisfy these requirements.

iii. Appeals shall be to the appropriate board or commission, currently the Board of Adjustment, in accordance with the Land Development Code, as amended.

(2) Commercial

i. All lakeside lot lines shall have landscaping equal to the required landscaping for commercial lots with street frontage, to include required interior landscaping. The landscape area shall be located on the lot line when possible but in all cases shall be at or above the spillway elevation (1,636 MSL). In case of a Special Exception granted regarding reduced setbacks, an alternative landscaping plan must be submitted for approval by the Planning Director.

ii. Lakeside landscaping exceeding the minimum required by § (f)(2) i. above shall not interfere with the natural view shed of the lake.

iii. Existing natural vegetation may be included in the Landscape Plan to satisfy these requirements.

iv. All new landscaping will require a detailed landscape plan to be reviewed by the Planning Director for approval. Use of native plant species is encouraged. Appeals shall be to the appropriate board or commission, currently the Board of Adjustment, in accordance with the Land Development Code, as amended.

(g) **Fence, Screening and Buffering**

(1) Residential

i. Solid (more than 50% opaque) fencing, walls, landscaping, or related structures, shall be allowed along side lot lines from the front setback line toward the lake to a point not exceeding 30 feet from the rear of the primary structure. Where adjacent parcels share a common lot line this point shall extend to the farthest complying point for either parcel. In no case however shall such fence be closer than 20 feet to the shoreline (1636′ elevation).

ii. Solid fencing extending between side lot lines shall similarly be allowed when said fencing complies with distance limitations applicable in §2.3.4.6 (g) (1) i. (above).

iii. All other fencing shall be at least 50% non-opaque and composed of chain link or decorative wrought-iron or similar materials except that:

1. Solid (100%) opaque screening shall nonetheless be allowed: around pool, hot tub, deck, spa, or similar outside areas when such screening does not exceed 25% of the lot shoreline (1,636 MSL), distance or does not obstruct more than 25% of the parcel's viewshed as observed from the lake, and;

2. Columns and decorative masonry elements may be added so long as such features do not conflict with the 50% non-opaque requirement nor constitute a significant visual barrier.

iv. Landscaping and vegetation beyond the point where opaque fencing is allowed shall not create a visual screen. Said vegetation shall be spaced or maintained so that no more than 50% opacity is achieved.

v. Fencing or landscaping not meeting the standards listed above (i-iii) may be approved with a special exception issued by the Board of Adjustment. In evaluating such requests the Board shall take special note of the potential visual impacts for views of and from the lake.

vi. Fencing, walls or related structures shall not exceed six (6) feet in height except where the Planning Director or designee determines natural topographic conditions warrant minor variations

vii. No fencing shall be constructed upon or protrude over public property.

viii. All fencing must be consistent with the design guidelines of the Lake Fort Phantom Hill Land Use Plan as determined by the Planning Director.

(2) Commercial

i. Facilities for power, air conditioning, mechanical equipment, and solid waste handling shall be screened by an opaque wall or fence. Roof-mounted facilities shall be screened using materials that are consistent with the structure to which they are attached.

ii. Except for subsection i. (above), Fencing, walls, landscaping, or related structures between a principal building and the lake shall be at least 50% non-opaque.

iii. Fencing walls or related structures shall not exceed six (6) feet in height except where the administrative official determines natural topographic conditions warrant minor variations.

iv. No fencing shall be constructed upon or protrude over public property.

v. All fencing must be consistent with the design guidelines of the Lake Fort Phantom Hill Land Use Plan as determined by the Planning Director.

(h) **Parking**

(1) Residential

i. Two off-street residential parking spaces are required for all single family dwellings.

ii. Recreational vehicles, trailers, boats, or similar equipment may be parked along any public street where vehicular parking is allowed on Saturday, Sunday, and on any official federal, state or city holiday.

(2) Commercial

i. Parking shall be oriented such that buildings shall be between the parking and the lake shore to the extent feasible. Head-in parking spaces that face toward the lake surface shall be screened by opaque fencing or live plant material achieving a minimum mature height of 3 feet.

(i) **Signage Requirements.** The City of Abilene Sign Regulations (See Chapter 4, Division 8) shall apply within the overlay district, except as modified below:

(1) Signs should be designed in a manner that matches the overall architectural and aesthetic features of the primary and surrounding development consistent with the intended image for lakeside development in the design guidelines of the Lake Fort Phantom Hill Land Use Plan.

(2) One sign per wall per principal structure shall be permitted with the following restrictions:

i. Non-illuminated wall signs shall have a maximum area of 20% of the wall. Illuminated wall signs shall have a maximum area of ten (10) percent of the area of the wall,

ii. Illumination is permitted but shall not project light or glare on adjacent property, roadways, and Fort Phantom Hill Lake,

iii. Physical and graphic motion shall not be permitted on any sign viewable from the lake,

iv. Electronic message signs may not be located on any façade visible from the lake,

v. All wall signs shall be connected to the wall in a permanent manner,

vi. No wall sign shall protrude from the surface of the wall at a distance greater than eighteen (18) inches.

(3) <u>Free standing signs for single business</u>

i. The maximum height of a single business sign shall be twenty-five (25) feet.

ii. A single business signage shall have an area not in excess of one-hundred (100) square feet.

(4) When more than one business is present on a site, grouped signage shall be used with the following requirements:

i. For sites zoned commercial, with an area of twenty thousand (20,000) square feet or greater, the maximum height of grouped signage shall be forty (40) feet.

ii. For sites zoned commercial, with an area less than twenty thousand (20,000) square feet, the maximum height of grouped signage shall be twenty-five (25) feet.

iii. When a group sign is used, a maximum area equal to two (2) square feet of signage per lineal foot of street frontage of the lot shall be permitted. The total group sign shall have an area not in excess of two hundred (200) square feet.

(5) If the property is a corner lot, one sign shall be allowed per street frontage and the maximum area for all free standing signs shall not exceed two hundred (200) square feet in total area, with the exception of group signs which shall not exceed four hundred (400) square feet in area.

(6) Signage Oriented Toward Lake. Directional signs, navigation signs or similar identification signs less than six square feet in area and designed or intended for marine traffic shall not count against sign area requirements specified in subsection (h)(4) or (h)(5) above. Said signs may only be internally illuminated and shall not flash, change color, or project on adjacent properties

(7) <u>Temporary Signs.</u> Temporary signs shall be prohibited within the overlay district except for temporary events or activities occurring upon the property within thirty (30) days of the date of the signed application permit filed with the City. Said sign(s) shall be limited to no more than three (3) per year per street frontage of a location, which shall be removed promptly upon conclusion of such event or activity.

(8) <u>Prohibited Signs.</u>

i. Off-site signs with the exception of off-site group signs.

ii. Portable or wheeled signs. Any such legally permitted sign in place within the district may continue as a non-conforming use for a period not to exceed two years from the date this overlay district became applicable to the subject property.

(j) **Sidewalks and Trail System**

(1) Sidewalks shall not be required along any street within the overlay district.

(2) Hike and bike facilities, including trails, lanes, paths, routes and associated amenities shall be required along street frontages, property lines or other areas in accordance with any adopted master plan of the City. Unless otherwise specified in the adopted plan, paths or trails shall be a minimum of 8' in width.

(k) **Streets.** In keeping with the rural nature of the area and the intent to preserve its unique character, streets within the district shall have a paved width of 24 feet without curbs (except ribbon curbing), gutters or paved shoulders based on the interim rural section standards.

(l) **Lighting.** All site lighting shall comply with the performance standards governing exterior illumination in the City of Abilene Land Development Code except as modified below:

(1) Consistent lighting fixtures shall be used throughout the overlay to enhance the Lake's vision and identity.

(2) Maximum luminaire height. The maximum permitted luminaire height shall be twenty-five (25) feet in all non-single-family districts, and thirty (30) feet in single-family districts. The height of both the pole and base shall be considered in the measurement of luminaire height.

(3) Outdoor light output total: Defined as the initial total amount of light, measured in lumens, from all lamps used in outdoor light fixtures. This includes all lights used for external illumination of signs, but does not include lights used to illuminate internal signs or luminous tubing used in neon signs. This excludes any light output from exempt lighting.

i. Total outdoor light output shall not exceed one-hundred thousand (100,000) lamp lumens per developed acre.

ii. For lamp types that vary in their output as they age (such as high pressure sodium, fluorescent and metal halide), the initial lamp output, as defined by the manufacturer, is the value to be used for calculation. For outdoor fixtures installed under canopies, buildings, overhangs or roof eaves, those within twenty (20) feet of the nearest edge are to be included in the total as though they produced only one-fifth (20%) of the lamp's rated initial lumen output. Such fixtures more than twenty (20) feet from the nearest edge are not to be included.

(4) New lighting in non-single-family areas shall comply with the lighting standards of this Land Development Code and in addition shall not directly illuminate waterways or the lake surface except that:

i. Lighting necessary to facilitate safe passage of watercraft near docks during nighttime hours shall be allowed so long as the total site illumination provision in (3)i is not exceeded

ii. Indirect lighting necessary to provide safe access to and egress from docks, piers and boat slips shall be allowed so long as the total site illumination provision in (3)i is not exceeded.

iii. Appeals shall be to the appropriate board or commission, currently the Board of Adjustment, in accordance with the Land Development Code, as amended.

(m) **Navigability and Protection of Watercourses.** All structures and objects that are to be constructed near or in water shall not have a negative impact on the water quality, natural habitat, scenic beauty and recreational resource of Lake Fort Phantom Hill. Improvements or modifications must satisfy applicable Army Corps of Engineers requirements in addition to any City standards.

(1) No Walkway shall be allowed in excess of eight (8) feet in width or to extend to more than one structure.

(2) The minimum setback of a dock structure from a projected side yard line shall be based on the width of the property at the 1,636 MSL line as follows:

Lot width	Side setback
0 to 50 feet	5 feet
More than 50 feet	10 feet

(3) Common Ownership Docks. The regulations for setbacks apply to joint-ownership docks with the exception that docks may be extended over common side-use lines of the co-applicants.

(4) Residential Dock Lighting. The minimum safety lighting allowed under these standards shall adequately define the presence of all structures located on or over the water surface and be lighted so as to clearly identify the walkway and the entire structure. Lighting shall be so located and configured or shielded so as not to present a hazard to navigation.

-END-

ORDINANCE NO._____

AN ORDINANCE AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY AND CALLING A PUBLIC HEARING.

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

PART 1: That Chapter 23, part known as the "Land Development Code," of the Abilene Municipal Code be amended as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: 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 Five Hundred Dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 28th day of April A.D. 2016.

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 14th day of April, 2015, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 12th day of May, 2016, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 12th day of May, A.D. 2016.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

City Council
Agenda Memo

City Council Meeting Date: 4/28/2016

TO: **Robert Hanna, City Manager**

FROM: **Dana Schoening, Director Planning & Development Services**

SUBJECT: **Ordinance:** ***(First Reading)*** **Z-2016-17 A request from the City of Abilene to apply Lake Fort Phantom Hill (LFPH) Overlay zoning to all properties located within the city limits north of Taylor/Jones County line; and setting a public hearing for May 12, 2016.** ***(Schoening)***

GENERAL INFORMATION

The proposed overlay district is intended to implement standards envisioned within the Lake Plan. The overlay will over time influence development to balance competing interests and ensure that the lake develops as envisioned in the Lake Plan. Stakeholders, including the Neighborhood Association, have been actively included in the development of the overlay throughout this process.

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential' and 'restricted open space'. A Special Activity Center is designated on the western side of the lake due around Sea Bee Park. In general, development and redevelopment within this district should serve as a continuation of existing lakeside development. Development in the area should be of high-quality with well-designed buildings and attractive landscaping in a lake-friendly setting. This action will apply this new zoning classification to the properties that are included within the proposed boundary.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the P&Z Commission recommendation. At a minimum, staff recommends an area with the northern boundary along Johnson Road, the western boundary as W. Lake Road, the eastern boundary as E. Lake Road, and the southern boundary being a line running due west from the northeast corner of the intersection of E. Lake Road and CR 306.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval with the boundary being: South=Taylor/Jones County line; North=Johnson Rd; East=City limits (not including outlierproperties); West=City limits; and not including the Abilene Gun Club property by a vote of 4 in favor (Bixby, Calk, Dunnahoo, & Famble) and one (1) opposed (Rosenbaum).

ATTACHMENTS:

Description	Type
Ordinance Cover	Ordinance
Ordinance Exhibit	Cover Memo
Staff Report with Map	Cover Memo
Surrounding Property Owner Response	Backup Material

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL 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 23, Subpart E, known as the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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 this 28th day of April, A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of March, 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 12th day of May, 2016 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 12th day of May, A.D. 2016.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

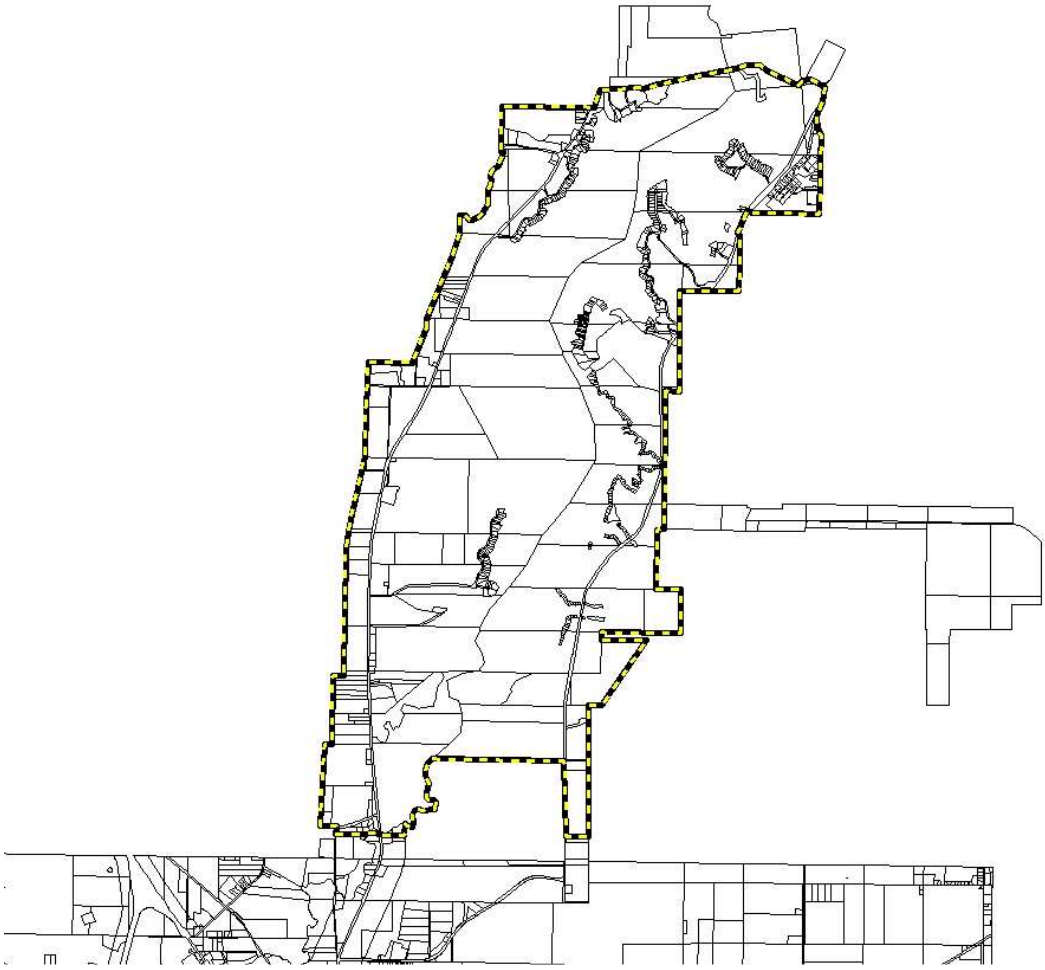
APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property to apply the Lake Fort Phantom Hill (LFPH) Overlay to specific properties.

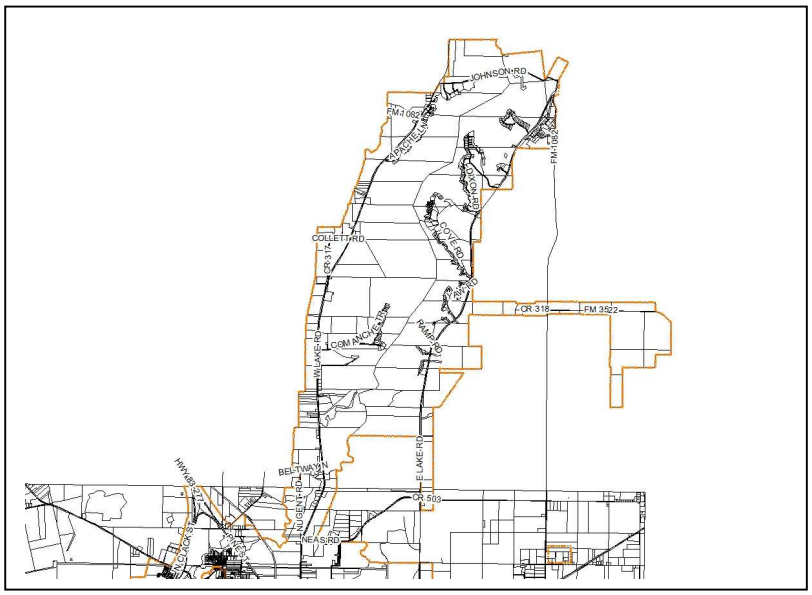


Location:
All properties within the following boundary, but not including the Abilene Gun Club property:

South = Taylor/Jones County Line
North = Johnson Rd
East = City Limit Line (not including outlier properties)
West = City Limit Line

-END-

ZONING CASE Z-2016-17
STAFF REPORT



APPLICANT INFORMATION:
City of Abilene

HEARING DATES:
Planning & Zoning Commission: April 4, 2016
City Council 1st Reading: April 28, 2016
City Council 2nd Reading: May 12, 2016

LOCATION:
Area surrounding Lake Fort Phantom Hill

REQUESTED ACTION:
Rezone property to apply the Lake Fort Phantom Hill (LFPH) Overlay to specific properties

SITE CHARACTERISTICS:
In general, this overlay district covers the area within the city limits surrounding Lake Fort Phantom Hill. The properties along this corridor are occupied with uses ranging from residential to general commercial.

ZONING HISTORY:
The zoning designations include AO (Agricultural Open Space), NR (Neighborhood Retail), GC (General Commercial), RS-6 (Single-Family Residential), MH (Manufactured/Mobile Home), & PD (Planned Development).

ANALYSIS:
- <u>Current Planning Analysis</u>
  The proposed overlay district is intended to implement standards envisioned within the Lake Plan. The overlay will over time influence development to balance competing interests and ensure that the lake develops as envisioned in the Lake Plan. Stakeholders, including the Neighborhood Association, have been actively included in the development of the overlay throughout this process.

- <u>Comprehensive Planning Analysis</u>
  The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential' and 'restricted open space'. A Special Activity Center is designated on the western side of the lake due around Sea Bee Park. In general, development and redevelopment within this district should serve as a continuation of existing lakeside development. Development in the area should be of high-quality with well-designed buildings and attractive landscaping in a lake-friendly setting. This action will apply this new zoning classification to the properties that are included within the proposed boundary.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval of the P&Z Commission recommendation.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

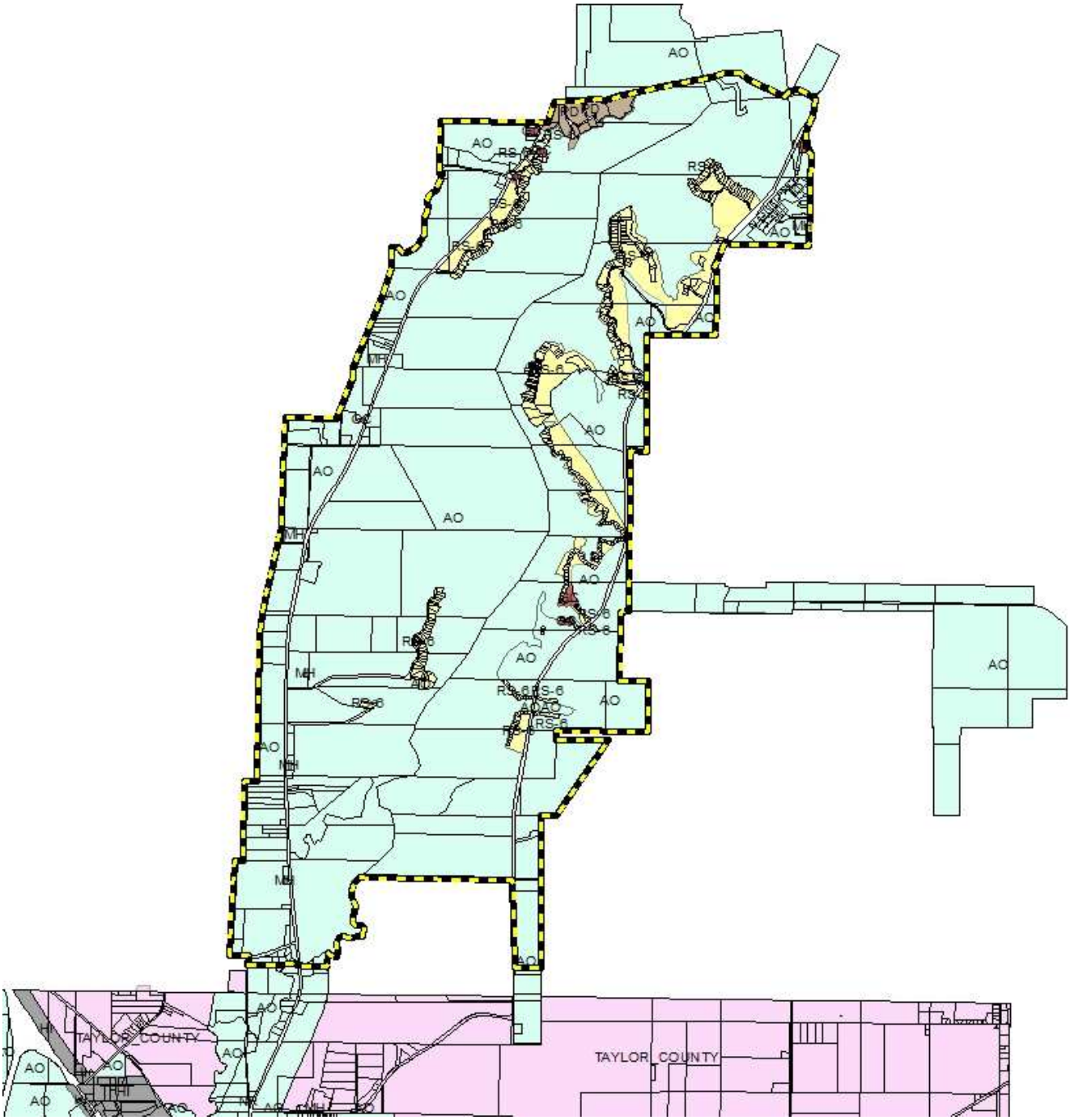
The Planning and Zoning Commission recommends approval with the boundary being: South=Taylor/Jones County line; North=Johnson Rd; East=City limits (not including outlierproperties); West=City limits; and not including the Abilene Gun Club property by a vote of 4 in favor (Bixby, Calk, Dunnahoo, & Famble) and one (1) opposed (Rosenbaum).

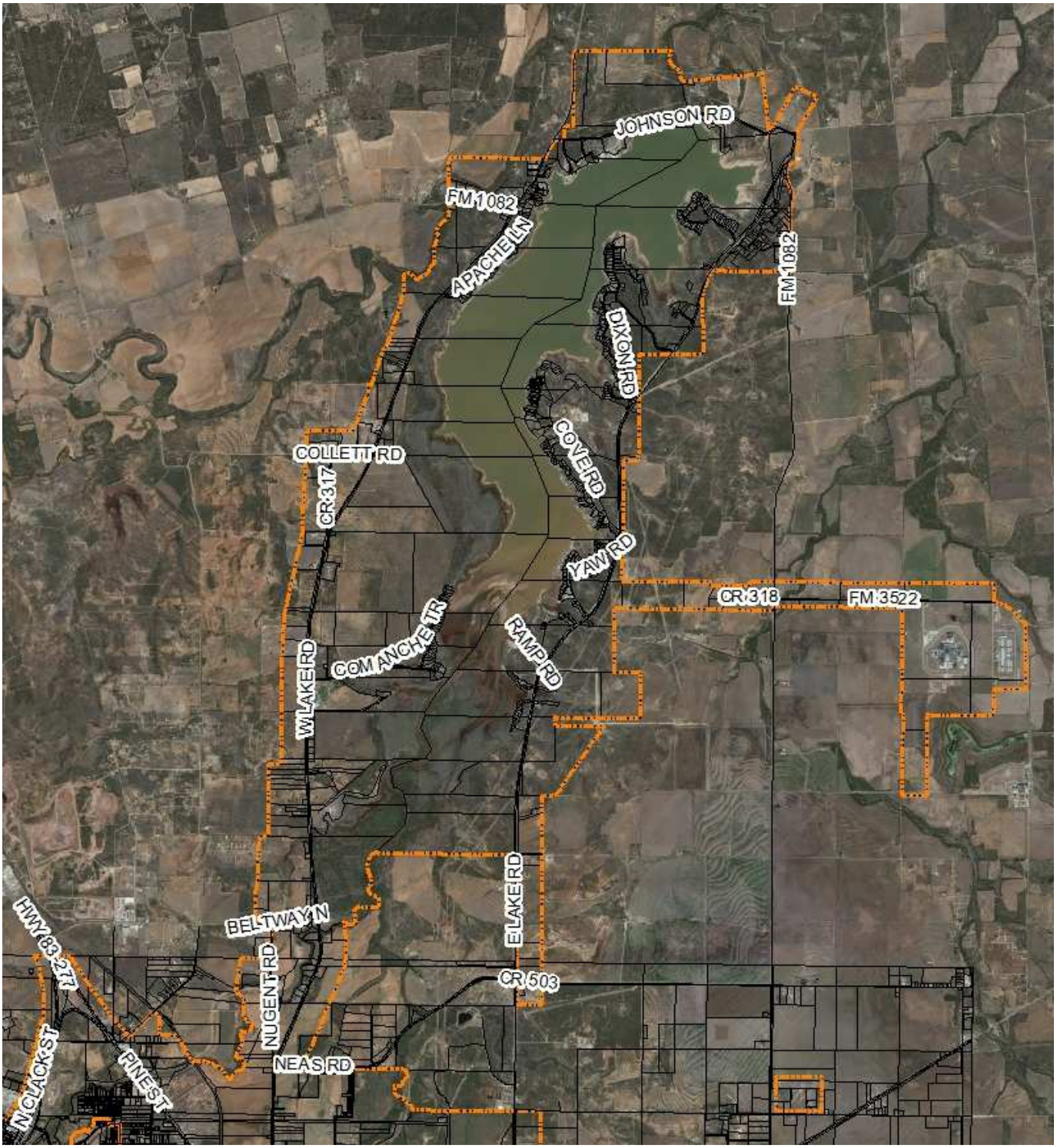
NOTIFICATION:

Notices were sent to 271 property owners around the lake and within the city limits. Due to the number of affected properties, a listing is not provided. These numbers are based on the information provided by the Jones County & Taylor County Appraisal Districts.

1 – In Favor- **Y**
11 – Opposed - **N**

As of 04/19/16


AO
RS-6
MH
TAYLOR COUNTY


JOHNSON RD
FM 1082
APACHE LN
FM 1082
DIXON RD
COVE RD
COLLETT RD
CR 317
YAW RD
CR 318
FM 3522
COMANCHE TR
RAMP RD
W LAKE RD
E LAKE RD
BELTWAY N
HWY 83-277
NUGENT RD
CR 503
N CLACK ST
PINE ST
NEAS RD

For the PLANNING & ZONING COMMISSION
Please call at (325) 676-6237 if you have any questions about this notice.

CASE #: Z–2016-17
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: LEVERETT LYNN A
Address: 5117 NUGENT RD

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604

Fax #: (325) 676-6242
email: planning@abilenetx.com

I am in favor ☐ I am opposed ☑

Additional Comments:

THIS SHOULD NOT APPLY TO OUR PROPERTY!!
OUR HOME IS NOT A PART OF THE LAKE!
THEREFORE, OUR LOCATION SHOULD BE REMOVED.

Lynn A. Leverett

City Council
Agenda Memo

City Council Meeting Date: 4/28/2016

TO: **Robert Hanna, City Manager**

FROM: **Dana Schoening, Director Planning & Development Services**

SUBJECT: **<u>Ordinance & Public Hearing:</u> On Appeal *(Final Reading)* Z-2016-09 A request from Stellar Development Company to rezone property from LI (Light Industrial) to GR (General Retail) zoning, located at 11 & 15 Windmill Cir. *<u>(Schoening)</u>***

GENERAL INFORMATION

Currently the property is undeveloped. The adjacent properties are halfway developed with industrial uses to the south & west and a mix of retail & services uses to the north. The newer Sam's Club business is located due north from this site. Abilene Regional Hospital is located nearby to the south. The applicant is proposing to develop a tax-credit apartment complex. Due to its location just off the freeway, the site will have adequate access.

The Future Land Use section of the Comprehensive Plan designates this general area as part of a 'Gateway/Mixed Use' area with the primary focus at the intersection of Beltway S. and Hwy 83/84 but extending north along the highway to include this area. Additionally, a 'Special Activity Center' is designated at the intersection of Antilley Rd & Hwy 83/84 where the hospital is located. This area is slowly transitioning away from the industrial zoning to a retail/commercial area. The location just off the highway and its proximity to the Sam's Club and the hospital lends itself to future multi-family, office & retail uses. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

SPECIAL CONSIDERATIONS

As provided for in City of Abilene Land Development Code Article 4, Division 1, Section 1.4.1.3(I)(1), when a written protest against the amendment is signed by the owners of twenty percent (20%) or more of either the area of the lots or land covered by the proposed change, or the area of the lots or land immediately adjoining the area covered by the proposed change and extending two hundred feet (200') from that area, a zoning amendment shall not become effective except by the favorable vote of three fourths of all members of the City Council.

Regarding this particular rezoning item, three property owners have opposed the rezoning. Together these property owners constitute 39% of the land area within the radius area. The 200' radius area is the legally defined public notification area as provided for in Land Development Code and Texas State Statutes for rezoning applications. Therefore, because opposition is from 20% or more of land area in the public notification area, a super-majority vote of the City Council is required to approve an ordinance for this rezoning item.

For explanation on the 200' radius area constituting the public notification area, the radius begins at the property line of the property proposed for rezoning. The actual property area proposed for rezoning is not included as part of the public notification area. Only the 200' radius area constitutes the public notification area, therefore the portion of the three properties located within the 200' radius area constitutes over 20% of the total land area that defines the 200' radius area.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval as requested.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends **denial** by a vote of 5 in favor (Calk, Dunnahoo, McClarty, Rosenbaum, & Famble) and none opposed.

ATTACHMENTS:

Description	Type
Ord Cover Updated	Cover Memo
Ordinance Exhibit	Ordinance
Staff Report with Maps	Backup Material
Surrounding Property Owner Responses within 200 feet	Backup Material
All Surrounding Property Owner Responses	Backup Material
Appeal Letter	Backup Material
Information from applicant	Backup Material

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL 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 23, part known as the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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 this 24th day of March, A.D. 2016.

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 19th day of February 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 28th day of April, 2016 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 28th day of April, A.D. 2016.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from LI (Light Industrial) to GR (General Retail) zoning.

Legal Description:

WINDMILL ACRES, BLOCK A, LOT 111 REP
WINDMILL ACRES, BLOCK A, LOT 112 REP

Location:
11 & 15 Windmill Cir

-END-

ZONING CASE Z-2016-09
STAFF REPORT

APPLICANT INFORMATION:
Stellar Development Company

HEARING DATES:
P & Z Commission: March 7, 2016
City Council 1st Reading: March 24, 2016
City Council 2nd Reading: April 14, 2016
~Tabled to April 28, 2016

LOCATION:
11 & 15 Windmill Cir

REQUESTED ACTION:
Rezone property from LI (Light Industrial) to GR (General Retail) zoning

SITE CHARACTERISTICS:
The subject parcel totals approximately 2.51 acres and is currently zoned LI. It is undeveloped and proposed to be a tax-credit apartment project. The adjacent properties are zoned PD (Planned Development) & GC (General Commercial) to the north, GR to the east, LI & GC to the south, and LI to the west.

ZONING HISTORY:
The property was annexed in 1978 and zoned LI in 1979.

ANALYSIS:
- <u>Current Planning Analysis</u>
  Currently the property is undeveloped. The adjacent properties are halfway developed with industrial uses to the south & west and a mix of retail & services uses to the north. The newer Sam's Club business is located due north from this site. Abilene Regional Hospital is located nearby to the south. The applicant is proposing to develop a tax-credit apartment complex. Due to its location just off the freeway, the site will have adequate access.

- <u>Comprehensive Planning Analysis</u>
  The Future Land Use section of the Comprehensive Plan designates this general area as part of a 'Gateway/Mixed Use' area with the primary focus at the intersection of Beltway S. and Hwy 83/84 but extending north along the highway to include this area. Additionally, a 'Special Activity Center' is designated at the intersection of Antilley Rd & Hwy 83/84 where the hospital is located. This area is slowly transitioning away from the industrial zoning to a retail/commercial area. The location just off the highway and its proximity to the Sam's Club and the hospital lends itself to future multi-family, office & retail uses. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

PLANNING STAFF RECOMMENDATION:
Staff recommends approval as requested.

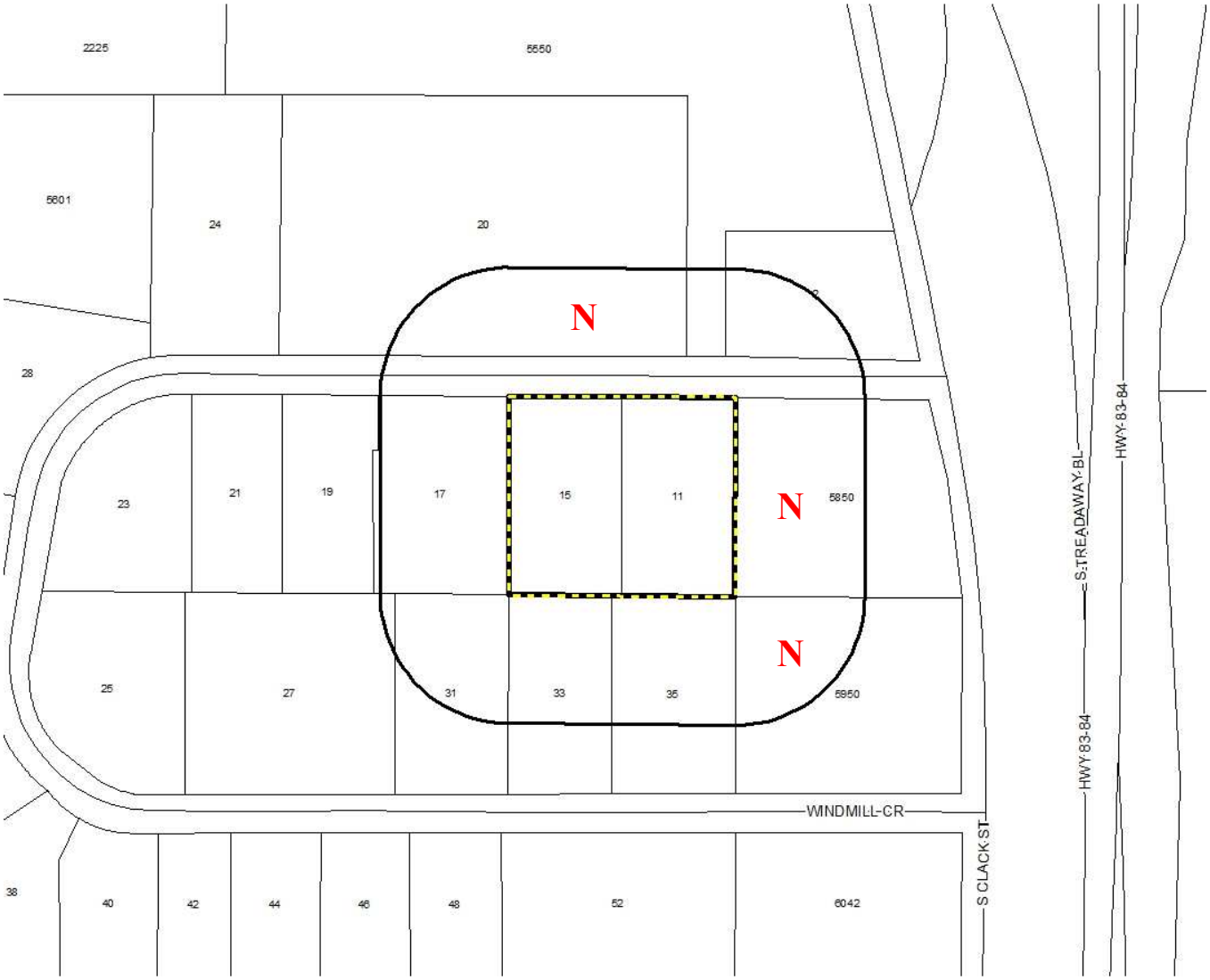
PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission recommends denial by a vote of 5 in favor (Calk, Dunnahoo, McClarty, Rosenbaum, & Famble) and none opposed.

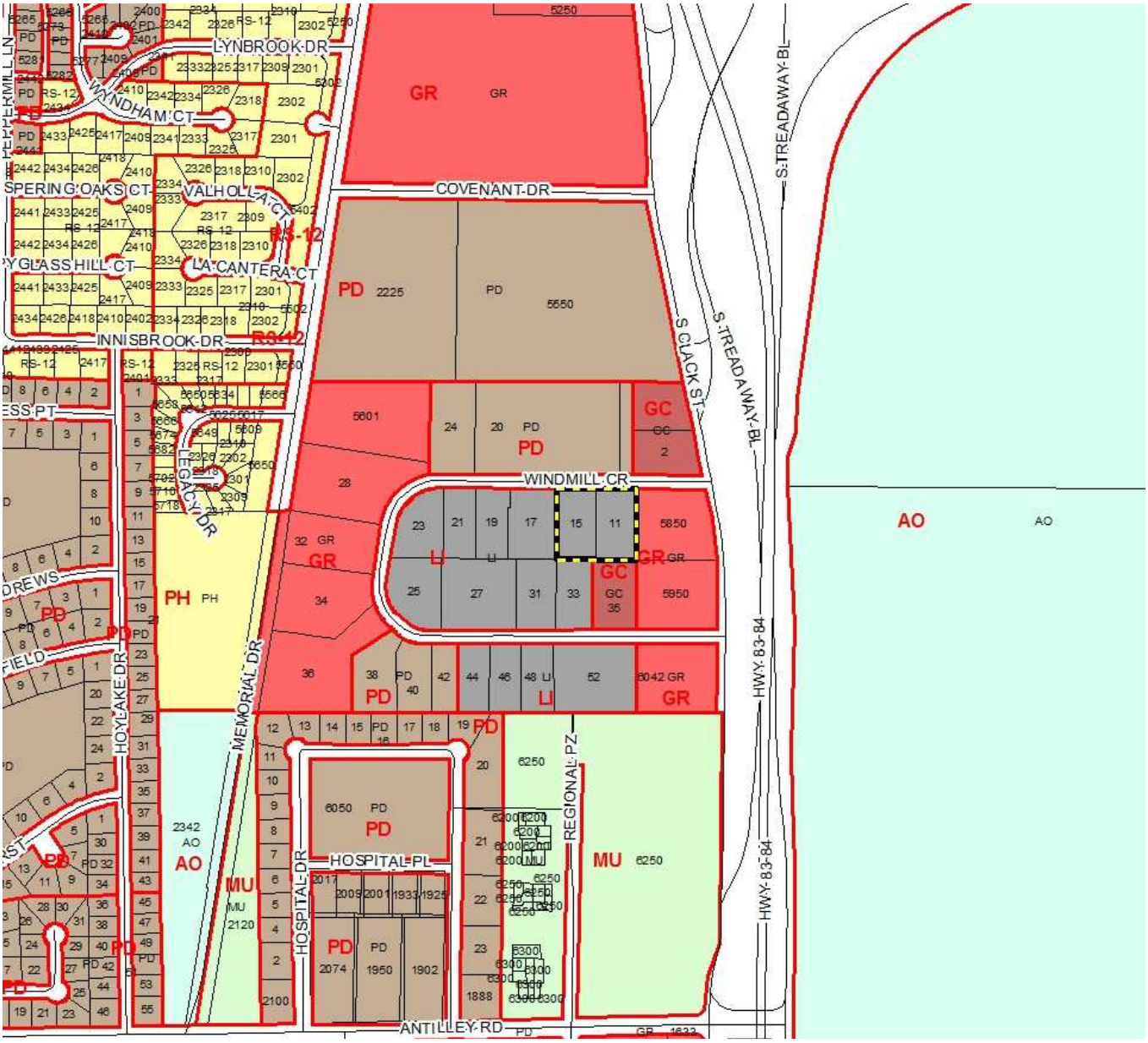
NOTIFICATION:
Property owners within a 200-foot radius were notified of the request.

OWNER	ADDRESS	RESPONSE
HASTEN FAMILY INVESTMENTS LTD	27 WINDMILL CR	
PICKENS REX F	31 WINDMILL CR	
KAERWER FLOYD	15 WINDMILL CR	
PRICE DALE K & JANICE W	2 WINDMILL CR	
WINDMILL CIRCLE PARTNERS LP	5950 S CLACK ST	Opposed
ADAMS LYNN	17 WINDMILL CR	
RANDELL DAVID J	33 WINDMILL CR	
RANDELL DAVID J	35 WINDMILL CR	
WINDMILL CIRCLE PARTNERS LP	5850 S CLACK ST	Opposed
KAERWER FLOYD	11 WINDMILL CR	
STORAGE EVOLUTION LTD	20 WINDMILL CR	Opposed
SAMS REAL ESTATE BUSINESS TR	5550 S CLACK ST	

0 in Favor- **Y**

3 Opposed- **N**




LYNBROOK DR
WYNDHAM CT
SPERING OAKS CT
VALHOLLA CT
GLASS HILL CT
LA CANTERA CT
INNISBROOK DR
COVENANT DR
S CLACK ST
S TREADAWAY BL
WINDMILL CR
HOYLAKE DR
MEMORIAL DR
HOSPITAL DR
HOSPITAL PL
REGIONAL PZ
HWY 83-84
ANTILLEY RD
GR
PD
RS-12
GC
LI
PH
AO
MU

LYNBROOK DR
WINDHAM CT
PEPPERMILL LN
WHISPERING OAKS CT
VALHOLLA CT
COVENANT DR
PIPING ROCK DR
SPYGLASS HILL CT
LA CANTERA CT
INNISBROOK DR
CYPRESS PT
LEGACY DR
WINDMILL CR
S CLACK ST
STREADAWAY BL
HWY 83-84
SAINT ANDREWS
MUIRFIELD
HOYLAKE DR
MEMORIAL DR
REGIONAL PZ
HOSPITAL PL
HOSPITAL DR
PINEHURST
ANTILLEY RD

WINDMILL CR
S CLACK ST
S TREADAWAY BL
HWY 83-84
HWY 83-84

For the PLANNING & ZONING COMMISSION
Please call at (325) 676-6237 if you have any questions about this notice.

CASE #: Z–2016-09
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: WINDMILL CIRCLE PARTNERS LP
Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email: tconder@condercompany.com

I am in favor ☐ I am opposed ☒

Additional Comments:

This would constitute "spot" zoning and would be in contradiction to past city policy.

For the PLANNING & ZONING COMMISSION
Please call at (325) 676-6237 if you have any questions about this notice.

CASE #: Z–2016-09
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: STORAGE EVOLUTION LTD
Address: 20 WINDMILL CR

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

I am against any subsidized or low income projects in this area. This is typically a very nicely developed high end area with higher income demographics.

Richard Keller

For the PLANNING & ZONING COMMISSION
Please call at (325) 676-6237 if you have any questions about this notice.

CASE #: Z–2016-09
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: WINDMILL CIRCLE PARTNERS LP
Address: 5950 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

I BELIEVE THIS TO BE AN IMPROPER REQUEST. WHY WOULD A DEVELOPER WANT TO DEVELOP IN AN AREA DOMINATED BY LIGHT INDUSTRIAL USES?

Bryner, Ben

From: Tony Conder <tconder@condercompany.com>
Sent: Monday, February 29, 2016 3:05 PM
To: Bryner, Ben; Reports, Planning
Subject: Zoning Opposition Z-2016-09

To whom it may concern:

I am opposed to the zoning request by Stellar Development to rezone property along Windmill Circle to General Retail for use as a multifamily project. The area is dominated by light industrial uses and is not suitable for a residential community. I have been developing in this sector of the city for over a decade and this request is not congruent with the uses of the property as developed or as antiicipated to be developed. I own and/or represent the ownership for the approximately 38 acres located north of Sam's Wholesale owned by Village Investment Partners, LP, 2317 Preston Trail, 2301 Hilton Head, and the property along Clack and Windmill Circle owned by Windmill Circle Partners, LP.

I appreciate your consideration and respectfully request denial of the application.

Best regards,

Tony Conder

The Conder Company
4150 Southwest Drive
Suite 210
Abilene, Texas 79606

Phone 325-692-9141
Fax 325-692-9321

The Conder Company
Real Estate Management ▪ Development ▪ Investments

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Name: WINDMILL CIRCLE PARTNERS LP
Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

Betty Pierce
2325 Lynbrook Dr.
79606

I am in favor ☐ I am opposed ☑

Additional Comments:

Traffic is already a nightmare at that exit location. This would be totally unacceptable. Please do not further degrade our neighborhood

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CASE #: Z-2016-09

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Name: WINDMILL CIRCLE PARTNERS LP
Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

We are very opposed to the request for this zoning change. We live in the nearby neighborhood "Waterside at Wyndham" and feel this zoning change would not be for the best interest of our neighborhood or the surrounding neighborhoods.

Robert & Karla Hamil
5253 Willow Wood Dr.
Abilene TX 79606

CASE #: Z-2016-09

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Name: WINDMILL CIRCLE PARTNERS LP
Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments: I strongly oppose this zoning change. Stellar's interest in an "affordable housing" project in this area will have detrimental effects on my neighborhood and property. Stellar is a low-income, tax credit, multifamily developer and their interest in spot zoning this land to fulfill their purposes is not acceptable. I strongly suggest their request be denied.

Eric Zavaleta
2301 Lynbrook Dr.
Abilene, TX 79606
512.632.2535
ez4013@hotmail.com

CASE #: Z-2016-09
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Name: WINDMILL CIRCLE PARTNERS LP
Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

I strongly disagree with spot zoning this property for this purpose. [signature] 3/2/16

Tarrance Parish
2442 Whispering Oaks Ct.
Ab. Tx 79606 - 325-665-7601

CASE #: Z-2016-09
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Name: WINDMILL CIRCLE PARTNERS LP
Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

Richard Wolfe
2418 Whispering Oaks Ct.

I am in favor ☐ I am opposed ☒

Additional Comments:

That is a terrible place for apartments. It will increase the traffic in our neighborhood since there is only one-way access down Clack. Plus, the offramp from Treadaway is bad enough now with people stopping on it to turn on Windmill. With a 100 or more residents, that would only get worse.

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Name: WINDMILL CIRCLE PARTNERS LP
Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

Katie Wick
2410 Wyndham Ct.
Abilene 79606

I am in favor ☐ I am opposed ☑

Additional Comments:

We live on Wyndham Ct near where this housing project would go in, and this would very negatively impact our property values. D[illegible]

CASE #: Z-2016-09
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Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

MARK ALDRIEDGE
2317 LA CANTERA CT.
ABILENE, TX 79606

I am in favor ☐ I am opposed ☑

Additional Comments:

THERE IS A GREAT DEAL OF COMMERCE TRAFFIC GOING DOWN THIS STREET. ADDING MULTI-FAMILY UNITS TO THIS AREA WOULD NOT BE GOOD.

CASE #: Z-2016-09
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Name: STORAGE EVOLUTION LTD
Address: 20 WINDMILL CR

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

I am against any subsidized or low income projects in this area. This is typically a very nicely developed high end area with higher income demographics.

Richard Keller

CASE #: Z-2016-09
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: WINDMILL CIRCLE PARTNERS LP
Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email: burchell@bdmtexas.com

I am in favor ☐ I am opposed ☒

Additional Comments:

I do not understand why a developer would want to put in a "Low Income" housing development in an area which is primarily light industrial & commercial businesses.

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Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

Robert Og
2326 Biltmore
Abilene, TX
79606

I am in favor ☐ I am opposed ☒

Additional Comments:

This is absurd !! This is NOT a residential area - I work @ the hospital - This will be a nightmare c̄ traffic, SAMS, Ambulances, Kids in streets - You have got to be kidding !! - Madee

---

CASE #: Z-2016-09
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Address: 5950 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

I BELIEVE THIS TO BE AN IMPROPER REQUEST. WHY WOULD A DEVELOPER WANT TO DEVELOP IN AN AREA DOMINATED BY LIGHT INDUSTRIAL USES?

CASE #: Z-2016-09
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Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email: tconder@condercompany.com

I am in favor ☐ I am opposed ☒

Additional Comments:

This would constitute "spot" zoning and would be in contradiction to past city policy.

CITY OF
ABILENE

WINDMILL CIRCLE PARTNERS LP
4150 SOUTHWEST DR
STE 210
ABILENE, TX 79606-2292

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2016-09 2/25/2016

The Planning and Zoning Commission will hold a public hearing on **Monday, March 7, 2016**, at **1:30 PM**, in the City Council Chambers, 2nd Floor, City Hall, N. 5th and Walnut Streets, for the purpose of considering a request from Stellar Development Company to rezone property from LI (Light Industrial) to GR (General Retail) zoning, located at 11 & 15 Windmill Cir.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email or fax as listed below.

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to the City Council within the specified ten day period, this case will be heard by the City Council for 2nd and Final Reading with a public hearing on **April 14, 2016**, at 8:30 a.m., City Council Chambers, 2nd Floor, City Hall.

For the PLANNING & ZONING COMMISSION
Please call at (325) 676-6237 if you have any questions about this notice.

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Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

I would like to let you know that we do not support this spot re-zoning. I question a company and a commission that would develop a residential property in an industrial area. Please reconsider your decision.

Scott + Sindi Chapel
2343 Lynbrook Dr / Abilene

Boarts, Donna

From: Kevin Carlton <klcortho@att.net>
Sent: Sunday, March 6, 2016 10:17 PM
To: Reports, Planning
Subject: Case# Z-2016-09

To whom it my concern,

I will not be able to attend the public hearing on Monday, March 7, 2016 at 1:30 pm. However, I am very much AGAINST rezoning the land located at 11 & 15 Windmill Circle. It is my understanding that Stellar Development Company plans to build "affordable housing" on that property. I do not see the benefit to changing the current commercial zoning to allow multi-family dwellings in this area. Being so close to Abilene Regional and other professional health care offices, I believe the area should be developed with more professional or commercial offices.

Thank you for your attention to this matter, Kevin Carlton, DDS, MS

Sent from my iPad

Boarts, Donna

From: Eric Gillis <ekgillis@me.com>
Sent: Friday, March 4, 2016 12:15 PM
To: Reports, Planning
Subject: Zoning change

I am writing this to OPPOSE the zoning change on Windmill Circle. As a resident of Wyndam, this brings down my property values. There is a lot of land in ABilene, place this low income housing property elsewhere.
Putting it here would be POOR PLANNING on the part of the City of Abilene.

Katie Gillis

Sent from my iPhone

Boarts, Donna

From: Peter Lauve <plauve@cbsins.com>
Sent: Monday, February 29, 2016 4:00 PM
To: Reports, Planning
Subject: Case#: Z-2016-09

I oppose the proposal to rezone this property from Light Industrial to General Retail. It is an isolated, geographically landlocked industrial area that has no potential for residential density. The area is appropriately zoned LI, and should remain so.

Peter C. Lauve, CPCU

www.cbsins.com
3005 S. Treadaway
Abilene, TX 79602
(325) 695-0222 ph
(325) 695-0228 fx

Notice: Coverage cannot be bound, altered or cancelled via a request over email without confirmation from a licensed representative of CBS Insurance, LLP. This email and any files transmitted with it are not encrypted and may contain privileged or other confidential information and is intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient or entity, or believe that you may have received this email in error, please reply to the sender indicating that fact and delete the copy you received. In addition, you should not print, copy, retransmit, disseminate, or otherwise use this information.

Boarts, Donna

From: Tony Conder <tconder@condercompany.com>
Sent: Monday, February 29, 2016 3:05 PM
To: Bryner, Ben; Reports, Planning
Subject: Zoning Opposition Z-2016-09

To whom it may concern:

I am opposed to the zoning request by Stellar Development to rezone property along Windmill Circle to General Retail for use as a multifamily project. The area is dominated by light industrial uses and is not suitable for a residential community. I have been developing in this sector of the city for over a decade and this request is not congruent with the uses of the property as developed or as antiicipated to be developed. I own and/or represent the ownership for the approximately 38 acres located north of Sam's Wholesale owned by Village Investment Partners, LP, 2317 Preston Trail, 2301 Hilton Head, and the property along Clack and Windmill Circle owned by Windmill Circle Partners, LP.

I appreciate your consideration and respectfully request denial of the application.

Best regards,

Tony Conder

The Conder Company
4150 Southwest Drive
Suite 210
Abilene, Texas 79606

Phone 325-692-9141
Fax 325-692-9321

The Conder Company
Real Estate Management ▪ Development ▪ Investments

Bryner, Ben

From: Reports, Planning
Sent: Monday, March 07, 2016 11:35 AM
To: Bryner, Ben
Subject: FW: Case# Z-2016-09

-----Original Message-----
From: Shanna Viola [mailto:ssviola@yahoo.com]
Sent: Monday, March 7, 2016 11:24 AM
To: Reports, Planning
Subject: Case# Z-2016-09

I am emailing you about my concerns for proposed land development for multifamily housing on Windmill Circle. I OPPOSE this development as a homeowner in the area. I am very concerned about any further multifamily development in the Wylie School District. I know that there are several planned developments already approved. Our campuses are overcrowded and our infrastructure is not adequate to handle more people, traffic, etc.
I feel that a multifamily development should be considered near existing infrastructure designed to help those that live in the housing. There is plenty of land in Abilene neighborhoods that needs to be rejuvenated. There are already schools, roads and services adequate to accommodate these residents near those areas. Please consider my opinion and concerns with this and future development matters.

Respectfully,
Shanna Viola
18 Cypress Point St.
Abilene, TX 79606

Sent from my iPhone

donnie.snider@acuk.edu

3. Phone Number

(325) 370-1244

4. Complaint Type

(o) Land Use

5. Comments

City of Abilene Zoning and Planning Commission,

I would like to request a no vote for the Stellar Development Company to rezone property from commercial, light industrial to general retail. I am opposed to this company building a low income, tax credit, multifamily facility on the property located between Choice Medical and the access road Windmill Circle. I live at 2309 Preston Trail in the Villages of Abilene subdivision. It is my opinion this development would negatively affect property values in FairWay Oaks, Wyndam, Waterside and Villages of Abilene subdivisions. In addition I believe it would place an economic hardship on Wylie Public Schools with these tenants paying lower(if any) property taxes to support Wylie schools and housing a disproportionately larger student population than residential housing.
Thanks for considering my request

Thank you,
City of Abilene

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

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Name: WINDMILL CIRCLE PARTNERS LP
Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

ACCLAIMED PROFESSIONAL SOLUTIONS, INC.
by Stephen C Smith, President
STEPHEN L SMITH
17 WINDMILL CR
ABILENE TX 79606

03/02/2016 09:36 FAX 325 677 1956 ACCLAIMED PRO.SOLUTIONS 0001/0001

CASE #: Z-2016-09

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Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

JAMES BEUNS
17 WINDMILL CIR
ABILENE, TX 79606

CASE #: Z-2016-09

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Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

Dana Smith
17 Windmill Circle
Abilene, TX 79606

dana.choice@gmail.com

For the PLANNING & ZONING COMMISSION

Please call at (325) 676-6237 if you have any questions about this notice.

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Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

DARWIN BREEDING
WYNDHAM PLACE
325 829-3285

For the PLANNING & ZONING COMMISSION

Please call at (325) 676-6237 if you have any questions about this notice.

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Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Tiffany King
2317 Wyndham Ct
Abilene Tx
79606

Vanessa Zientek
2333 Biltmore Ct 79606

For the PLANNING & ZONING COMMISSION

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Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

Lou Zientek
2333 Biltmore Ct
Abilene TX 79606

For the PLANNING & ZONING COMMISSION

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Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

For the PLANNING & ZONING COMMISSION

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Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email: nipite suddenlink.net

I am in favor ☐ I am opposed ☒

Additional Comments:

03/04/2016 FRI 8:03 FAX 325 696 7747 LCS PRODUCTION 001/002

For the PLANNING & ZONING COMMISSION

Please call at (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2016-09

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Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email: adavis@petrosmith.com

I am in favor ☐ I am opposed ☒

Additional Comments:

03/04/2016 FRI 8:03 FAX 325 696 7747 LCS PRODUCTION 002/002

Boarts, Donna

From: Tmbible@yahoo.com
Sent: Friday, March 4, 2016 2:44 PM
To: Reports, Planning
Subject: Case #: Z-2016-09

We are opposed to Case #: Z-2016-09

Tommy and Mindy Bible
2426 Innisbrook
Abilene, TX 79606

Boarts, Donna

From: Sjpurpura <sjpurpura@sbcglobal.net>
Sent: Friday, March 4, 2016 10:33 AM
To: Reports, Planning
Subject: Refining application number Z-2016-09

James and Shelly Purpura
2434 Innisbrook Dr.

I understand a public hearing will be held Monday, March 7th,2016 for the purpose of considering a request to rezone property located at 11 & 15 Windmill circle. We are strongly opposed with the request. Please take in consideration all the concerned parties who have responded with the same feelings regarding zoning changes.

Thank you,
James and Shelly Purpura
2434 Innisbrook dr.

Sent from my iPad

For the PLANNING & ZONING COMMISSION
Please call at (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2016-09
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Name: WINDMILL CIRCLE PARTNERS LP
Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email: sam1murphy@yahoo.com

I am in favor ☐ I am opposed ☑
Additional Comments:

For the PLANNING & ZONING COMMISSION
Please call at (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2016-09
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Name: WINDMILL CIRCLE PARTNERS LP
Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☐
Additional Comments:

For the PLANNING & ZONING COMMISSION
Please call at (325) 676-6237 if you have any questions about this notice.

CASE #: Z–2016-09
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P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Len Tadrick
2325 Wyndham Ct.
Abilene, TX 79606

For the PLANNING & ZONING COMMISSION
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P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Kristin Tadrick
2325 Wyndham Ct.
Abilene, TX 79606
829-6437

For the PLANNING & ZONING COMMISSION
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P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Jeremy King
2317 Wyndham Ct
Abilene, Tx 79606

For the PLANNING & ZONING COMMISSION
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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

I strongly oppose this zoning change request

Kim Parish

Kim Parish
2442 Whispering Oaks
Abilene Tx 79606

For the PLANNING & ZONING COMMISSION
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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

Larry + Barbara Pittman
11 Turnberry
Abilene, TX 79606

For the PLANNING & ZONING COMMISSION
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P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

I BELIEVE THIS TO BE AN IMPROPER REQUEST. WHY WOULD A DEVELOPER WANT TO DEVELOP IN AN AREA DOMINATED BY LIGHT INDUSTRIAL USES?

For the PLANNING & ZONING COMMISSION

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P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

325-677-8822 Sunoco-Abilene 10:41:01 a.m. 03-03-2016 1/1

For the PLANNING & ZONING COMMISSION

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P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

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email:

I am in favor ☐ I am opposed ☒

Additional Comments:

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Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

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Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Eddie & Candy Rains
2433 Innisbrook Dr.
Abilene, TX 79606

Mar.03.2016 07:14 PM RAINS

For the PLANNING & ZONING COMMISSION
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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Barry + Julie McLeod
2409 Spyglass Hill Ct.
Abilene Tx 79606

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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Jaime Adams
25 Pinehurst St.
Abilene, TX 79606

For the PLANNING & ZONING COMMISSION

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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Jordan Adams
25 Pinehurst St
Abilene, TX 79606

For the PLANNING & ZONING COMMISSION

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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

LUKE NELSON
2301 BILTMORE
ABILENE, TX 79606

For the PLANNING & ZONING COMMISSION
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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

BRADEN NELSON
2425 INNSBROOK
ABILENE, TX 79606

For the PLANNING & ZONING COMMISSION
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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

TIM NELSON
5410 PEPPERMILL LN
ABILENE, TX 79606

For the PLANNING & ZONING COMMISSION
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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Name: Ching Y Lee
address: 5402 Peppermill Lane
Abilene, TX 79606
Ching Y Lee

Additional Comments:

For the PLANNING & ZONING COMMISSION
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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Name: Sabrina L Lee
address: 5402 Peppermill Lane
Abilene, TX 79606
Sabrina L Lee

Additional Comments:

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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

Jason Weltzin
3254 S. 27th
Abilene, TX 79605

For the PLANNING & ZONING COMMISSION
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Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Ed Moulin
Diane Doonan
2434 Whispering Oaks Ct.
Abilene, TX 79606

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email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Robert G. Forman
2441 Innisbrook Dr.
Abilene

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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Martha Forman
Martha Forman
2441 Innisbrook
Abilene, Texas
79606

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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Jim Adams
6 Fairway Oaks BLVD
Abilene, TX 79606

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email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Jane Adams
6 Fairway Oaks BLVD
Abilene, TX 79606

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email:

I am in favor ☐ I am opposed ☒

Additional Comments:

MONICA DANIEL
2402 Waterside Ct
Abilene, TX 79606

I will be out of town at the time of meeting and want my voice heard.

Boarts, Donna

From: Joan Batson <davjobatson@gmail.com>
Sent: Wednesday, March 2, 2016 4:02 PM
To: Reports, Planning
Subject: Zoning changes

I am opposed to the proposed zoning changes on Windmill Circle near Sam's Club.

Joan Batson
2334 Wyndham Court.
Abilene, TX

Sent from my iPhone

For the PLANNING & ZONING COMMISSION
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Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

MICHAEL C DANIEL
2402 WATERSIDE CT
ABILENE, TX 79606

Boarts, Donna

From: Tiffany King <tiffany@themotes.org>
Sent: Wednesday, March 2, 2016 9:11 AM
To: Reports, Planning
Subject: Case # Z-2016-09

I am writing to indicate my opposition in the rezoning of the property located at 11 & 15 Windmill Circle from light industrial to general retail.
Tiffany King
2317 Wyndham Ct

Sent from my iPhone

Boarts, Donna

From: Tiffany King <tiffany@themotes.org>
Sent: Wednesday, March 2, 2016 9:14 AM
To: Reports, Planning
Subject: Case # Z- 2016-09

I am writing to indicate my opposition in the rezoning of the property located at 11 & 15 Windmill Circle from light industrial to general retail.
Jeremy King
2317 Wyndham Ct

Sent from my iPhone

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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Randal Crosswhite
2434 Spyglass Hill Ct.
Abilene, TX 79606

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Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Lexa Crosswhite
2434 Spyglass Hill Ct
Abilene Tx 79606

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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐
I am opposed ☒

Additional Comments:

Jennifer Green
5281 Peppermill Lane
Abilene, TX 79606

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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐
I am opposed ☑

Additional Comments:

Jason Heuerman
2333 La Cantera Ct.
Abilene, TX 79606
325-518-9509

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planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Becky Poinderter

For the PLANNING & ZONING COMMISSION
Please call at (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2016-09
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: WINDMILL CIRCLE PARTNERS LP
Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

FAX 3-1-16

FRANCES ROACH - 8109 WATERSIDE COURT - ABILENE - TX - 79606

For the PLANNING & ZONING COMMISSION

Please call at (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2016-09

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

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Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Don Poindexter

For the PLANNING & ZONING COMMISSION

Please call at (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2016-09

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Name: WINDMILL CIRCLE PARTNERS LP
Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

WILLIAM A. FORD III
2417 INNISBROOK DR
ABILENE TX 79606

For the PLANNING & ZONING COMMISSION
Please call at (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2016-09
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: WINDMILL CIRCLE PARTNERS LP
Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

Jeff Abernathy
2409 Whispering Oak
Abilene TX 79606

For the PLANNING & ZONING COMMISSION
Please call at (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2016-09
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: WINDMILL CIRCLE PARTNERS LP
Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☑

Additional Comments:

Shawna Abernathy
2409 Whispering Oaks
Abilene TX 79606

CITY OF
ABILENE

WINDMILL CIRCLE PARTNERS LP
4150 SOUTHWEST DR
STE 210
ABILENE, TX 79606-2292

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2016-09 2/25/2016

The Planning and Zoning Commission will hold a public hearing on **Monday, March 7, 2016**, at **1:30 PM**, in the City Council Chambers, 2nd Floor, City Hall, N. 5th and Walnut Streets, for the purpose of considering a request from Stellar Development Company to rezone property from LI (Light Industrial) to GR (General Retail) zoning, located at 11 & 15 Windmill Cir.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email or fax as listed below.

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to the City Council within the specified ten day period, this case will be heard by the City Council for 2nd and Final Reading with a public hearing on **April 14, 2016**, at 8:30 a.m., City Council Chambers, 2nd Floor, City Hall.

For the PLANNING & ZONING COMMISSION
Please call at (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2016-09
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: WINDMILL CIRCLE PARTNERS LP
Address: 5850 S CLACK ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604
planning@abilenetx.com

Fax #: (325) 676-6242
email:

I am in favor ☐ I am opposed ☒

Additional Comments:

Judy & Phil Lanman
35 Hoylake Dr
Abilene Tx 79606

Bryner, Ben

From: Reports, Planning
Sent: Monday, March 07, 2016 10:55 AM
To: Bryner, Ben
Subject: FW: Case# Z-2016-09

Donna J. Boarts
Planning & Development Services
Administrative Secretary
Donna.Boarts@abilenetx.com
(325)676-6237 Office
(325)676-6242 Fax

From: Christy Farnsworth [mailto:c.farnsworth32@gmail.com]
Sent: Monday, March 7, 2016 9:26 AM
To: Reports, Planning
Subject: Case# Z-2016-09

I am opposed to case # Z-2016-09 pertaining to a request from Stellar Development Company asking to rezone property from Light Industrial to General Retail zoning located at 11 and 15 Windmill Circle.

John E. Farnsworth, Jr.

Bryner, Ben

From: Reports, Planning
Sent: Monday, March 07, 2016 10:55 AM
To: Bryner, Ben
Subject: FW: Case # Z-2016-09

Donna J. Boarts
Planning & Development Services
Administrative Secretary
Donna.Boarts@abilenetx.com
(325)676-6237 Office
(325)676-6242 Fax

From: Christy Farnsworth [mailto:c.farnsworth32@gmail.com]
Sent: Monday, March 7, 2016 9:29 AM
To: Reports, Planning
Subject: Case # Z-2016-09

Please be advised that I, Christy Farnsworth, am opposed to case # Z-2016-09 pertaining to a request from Stellar Development Company asking to rezone property from Light Industrial to General Retail zoning located at 11 and 15 Windmill Circle.

Sincerely, Christy Farnsworth

Boarts, Donna

From: gary webb <webbgl@yahoo.com>
Sent: Tuesday, March 1, 2016 10:24 AM
To: Reports, Planning
Subject: Opposition to rezoning Application Number Z-2016-09
Attachments: New document.pdf

Attached is a scanned copy of formal notice of my opposition to the referenced rezoning request.

If you would like additional comments or concerns, please feel free to contact me.

Gary L. Webb
cell:325.370.6450

Sent from my iPhone

(*) Check attached PDF

Boarts, Donna

From: Kristy and Paul McDonough <ksmcdonough89@gmail.com>
Sent: Wednesday, March 2, 2016 8:01 AM
To: Reports, Planning
Subject: I am opposed

I am opposed to the case # Z-2016-09 to change the zoning for this area. This is not a good idea for our area.

Kristina McDonough
2433 Whispering Oaks Court
Abilene, TX 79606

Boarts, Donna

From: Kristy and Paul McDonough <ksmcdonough89@gmail.com>
Sent: Wednesday, March 2, 2016 8:02 AM
To: Reports, Planning
Subject: I am opposed

I am opposed to the case # Z-2016-09 to change the zoning for this area. This is not a good idea for our area.

Paul
McDonough
2433 Whispering Oaks Court
Abilene, TX 79606

CHOATE

LAW FIRM, PLLC

THOMAS W. CHOATE
tomchoate@choatelawoffic.com
MATTHEW W. CHOATE
mwchoate@choatelawoffice.com

MAILING ADDRESS:
PO BOX 206
ABILENE, TEXAS 79604

ATTORNEYS AT LAW
104 PINE STREET, SUITE 301
ALEXANDER BUILDING
ABILENE, TEXAS 79601

TELEPHONE (325)672-5070
TELECOPY (325 672-5073

March 16, 2016

Hand Delivered
Danette Dunlap
City Secretary, City of Abilene
555 Walnut Street
Abilene, Texas 79601

Re: ***City of Abilene Zoning Case: Z-2016-09***
Notice of Appeal

Dear Dunlap:

With this correspondence I am delivering and filing with you, pursuant to City of Abilene Land Development Code, Section 1.4.1.3(f)(2), a written appeal of the recommendation of denial by the City of Abilene Planning and Zoning Commission of the request for rezoning made by Stellar Development Company in Zoning Case: Z-2016-09. That recommendation of denial was made on March 7, 2016, less than ten (10) days prior to this date, and as such, the Notice of Appeal delivered with this correspondence is timely made.

As indicated in the Notice of Appeal, same has been submitted and is filed by the undersigned on behalf of Stellar Development Company; and with regard to and as evidence of that capacity, also delivered with this correspondence is a true and correct copy of a Special Power of Attorney and Designation of Representative from Stellar Development Company authorizing the undersigned and the Choate Law Firm, PLLC, to act on its behalf.

Thirdly, by copy of this correspondence (and the Notice of Appeal and Special Power of Attorney and Designation of Representative). I am advising the Interim City Attorney and the Director of Planning and Development Service of this appeal. Please note also that it has been agreed that the final hearing on this matter will occur April 28, 2016.

Finally, it is requested that you date and execute the acknowledgement found hereinbelow to evidence timely filing of the Notice of Appeal. Thank you.

Very truly yours,

Choate Law Firm, PLLC

By: _____
Thomas W. Choate

TWC:hvv[031516]

Acknowledged that this correspondence, the Notice of Appeal, and the Special Power of Attorney and Designation of Representative were received by the undersigned on this 16 day of March, 2016.

Danette Dunlap
City Secretary, City of Abilene

cc Stanley E. Smith
Interim City Attorney
City of Abilene
555 Walnut
Abilene, Texas 79601

cc Dana Schoening
Director, Planning and Development Services
City of Abilene
555 Walnut
Abilene, Texas 79601

cc Paul D. Stell
c/o Stellar Development Company
6502 Slide Road, Ste. 403
Lubbock, Texas 79424

Choate Law Firm, PLLC
P.O. Box 206
Abilene, Texas 79604
(325) 672-5070
(325) 672-5073 (Fax)

Attorneys for Stellar Development Company

CITY OF ABILENE
ZONING CASE: Z-2016-09

NOTICE OF APPEAL

Notice of Appeal is hereby given by, for and on behalf of Stellar Development Company, Applicant in Zoning Case: Z-2016-09, pursuant to City of Abilene Land Development Code, Section 1.4.1.3(f)(2)(3) and (4), from a recommendation of denial by the Planning and Zoning Commission of the City of Abilene of Applicant's request for rezoning of property located at 11 and 15 Windmill Circle, Abilene, Texas, on March 7, 2016; and Applicant further requests that upon final hearing the City Council of the City of Abilene, pursuant to City of Abilene Land Development Code, Section 1.4.1.3(g), act to approve the rezoning proposed.

Submitted and filed with the City Secretary, City of Abilene, Texas, on this 16th day of March, 2016.

Respectfully submitted:

STELLAR DEVELOPMENT COMPANY
6502 Slide Road, Ste. 403
Lubbock, Texas 79424

By:_____

Choate Law Firm, PLLC
PO Box 206
Abilene, Texas 79604
Thomas W. Choate
State Bar No. 04214500

Attorneys and Authorized Representatives of Stellar Development Company by virtue of Special Power of Attorney and Designation of Representative dated March 9, 2016

hvv[031516]

Choate Law Firm, PLLC
Attorneys at Law
P. O. Box 206
Abilene, Texas 79604
(325) 672-5070/672-5073 (FAX)

Attorneys for Stellar Development Company

In Re: City of Abilene
Zoning Case: Z-2016-09

Parcel: 11 & 15 Windmill Cir.
Abilene, Texas 79606

SPECIAL POWER OF ATTORNEY AND
DESIGNATION OF REPRESENTATIVE

TO: CITY OF ABILENE/CITY COUNCIL OF CITY OF ABILENE

The undersigned, PAUL STELL, Member and authorized representative of STELLAR DEVELOPMENT COMPANY, a Texas limited liability company, and the owner of the above referenced "Parcel", hereby authorizes the Thomas W. Choate and the attorneys of the Choate Law Firm, PLLC, of Abilene, Texas, to act as attorney in fact and the authorized representative for STELLAR DEVELOPMENT COMPANY, and with full power of substitution to act for and on behalf of STELLAR DEVELOPMENT COMPANY, in the above referenced matter and any appeal related to same, and to represent the interest of STELLAR DEVELOPMENT COMPANY, in any matters arising out of, as a result of or related to the above referenced matter and the real property for which rezoning has been requested.

DATED: March 9, 2016.

STELLAR DEVELOPMENT COMPANY
6502 Slide Road, Ste. 403
Lubbock, Texas 79424

Paul Stell, Member

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 10th day of March, 2016, by Paul Stell, Member of Stellar Development Company, on behalf of and as the act and deed of the said Stellar Development Company.

Reta Green

Notary Public, State of Texas

RETA GREEN
Notary Public, State of Texas
My Commission Expires
February 28, 2018

CHOATE

LAW FIRM, PLLC

THOMAS W. CHOATE
tomchoate@choatelawoffic.com
MATTHEW W. CHOATE
mwchoate@choatelawoffice.com

MAILING ADDRESS:
PO BOX 206
ABILENE, TEXAS 79604

ATTORNEYS AT LAW
104 PINE STREET, SUITE 301
ALEXANDER BUILDING
ABILENE, TEXAS 79601

TELEPHONE (325)672-5070
TELECOPY (325 672-5073

April 21, 2016

Abilene City Council
555 Walnut
Abilene, Texas 79601

Re: ***Zoning Case No. Z-2016-19***
Applicant: Stellar Development Company
Location: 11 & 15 Windmill Circle

Dear Sirs:

With regard to the above referenced matter (and the related $6,745,000 construction project) to be considered on April 28, 2016, the following documentation is submitted on behalf of Applicant:

A schedule of tax credit financed developments of Zimmerman Properties (now in partnership with Applicant) in the State of Texas.

Depiction of location of tax credit financed developments scheduled.

Ten (10) photographs with representative samples of tax credit financed developments (identified by location).

Depiction of location of all tax credit financed developments in Abilene, Texas.

Thank you for your time and consideration.

Very truly yours,

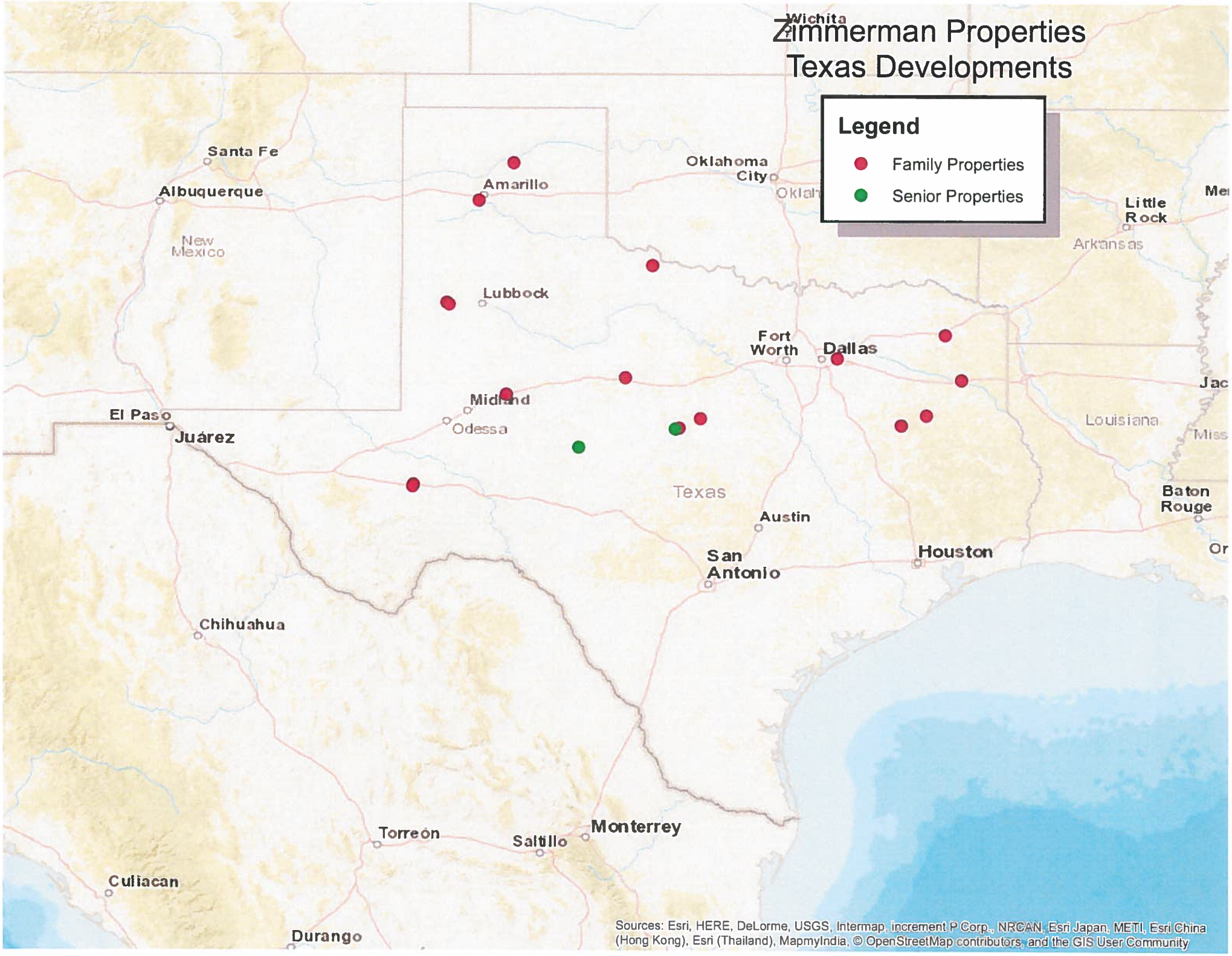
Choate Law Firm, PLLC

By: _____
Thomas W. Choate
Attorneys for Applicant

TWC:hvv[042116]

Zimmerman Properties Texas Developments

Name	City	Year Built	# of Units
Sunset Arbors Townhomes	Abilene	1999	220
Stone Canyon	Amarillo	2010	132
Knollwood Heights	Big Spring	2004	63
The Heights	Big Spring	2007	48
Adobe Ranch	Borger	2010	44
Wildwood Trails	Brownwood	2004	76
Market Place Seniors	Brownwood	2005	60
Winchester Arms	Comanche	2013	48
Riverside Park	Early	2014	60
Valley Creek	Fort Stockton	2005	48
Southern View	Fort Stockton	2008	48
Avalon Park	Brownfield	2009	48
Jacksonville Pines	Jacksonville	2006	68
Deer Creek	Levelland	2007	64
Rose Meadows	Levelland	2013	48
Mill Creek Village	Longview	2003	80
Millie Street Apartments	Longview	2009	60
Gateway Plaza	Midland	2010	96
Lakeside Apartments	Mount Pleasant	2007	64
Hampton Chase	Palestine	2005	76
Hampton Village	Palestine	2009	60
Ridgeview Townhomes	Paris	1997	68
Country Club	Pecos	2006	44
Kirby Park Villas	San Angelo	2016	72
Riverstone Trails	Sunnyvale	2012	96


Zimmerman Properties
Texas Developments
Legend
Family Properties
Senior Properties
Wichita
Santa Fe
Albuquerque
New Mexico
Amarillo
Oklahoma City
Little Rock
Arkansas
Lubbock
Fort Worth
Dallas
Midland
Odessa
El Paso
Juárez
Louisiana
Texas
Austin
San Antonio
Houston
Baton Rouge
Chihuahua
Torreón
Saltillo
Monterrey
Culiacan
Durango
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Kensington Court
Kansas City, MO
(2005)

Kensington Court
Kansas City, MO
(2005)
6522

Kensington Court
Kansas City, MO
(2005)

Kensington Court
Kansas City, MO
(2005)

Wildwood Trails
Brownwood, TX
(2006)

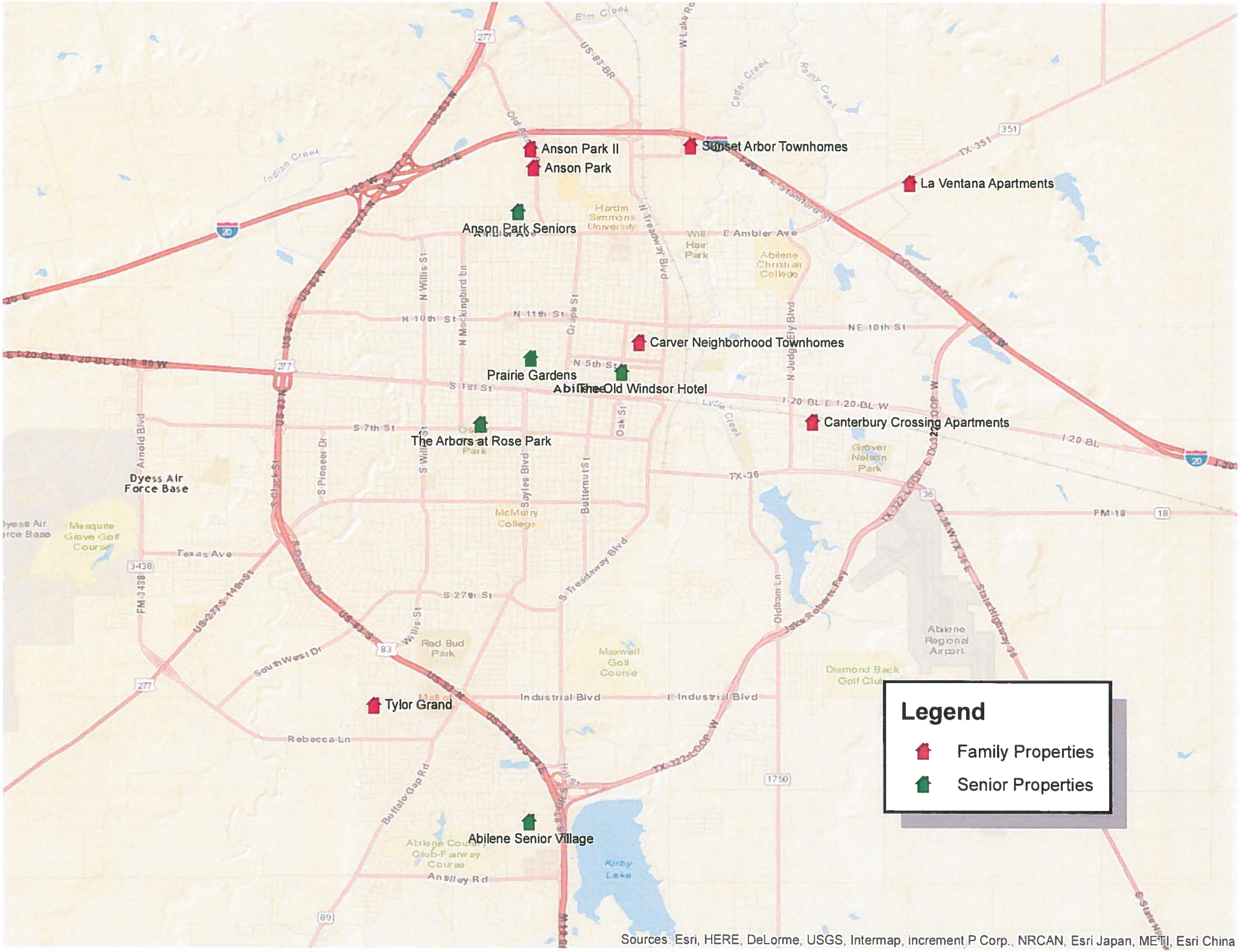
Wildwood Trails
Brownwood, TX
(2006)

Gateway Plaza
Midland, Texas
(2011)

Hampton Chase
Palestine, TX
(2007)

Hampton Chase
Palestine, TX
(2007)

Chisholm Trail Crossing
Vernon, TX
(2007)


Anson Park II
Anson Park
Sunset Arbor Townhomes
La Ventana Apartments
Anson Park Seniors
Carver Neighborhood Townhomes
Prairie Gardens
Abilene
The Old Windsor Hotel
Canterbury Crossing Apartments
The Arbors at Rose Park
Tylor Grand
Abilene Senior Village
Legend
Family Properties
Senior Properties
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China

City Council
Agenda Memo

City Council Meeting Date: 4/28/2016

TO: **Robert Hanna, City Manager**

FROM: **Larry Bell, Fire Chief**

SUBJECT: **Resolution: Authorizing the City Manager to execute an agreement with Hasen Design Build and Development to provide Design Build services for the Fire Department Maintenance facility. *(Bell)***

GENERAL INFORMATION

On May 9, 2015 voters approved Proposition 4, which allowed the issuance of $12,865,000 in bond funds for public safety purposes. With these funds, three new fire stations, a maintenance facility, a new fire training center, and a facility for the Police Department's records and evidence storage will be constructed. This item grants the authority to the City Manager to execute an agreement not to exceed $1,990,000 with Hasen Design Build and Development to provide Design services and Build services for the maintenance facility.

SPECIAL CONSIDERATIONS

To select the best firms for this project a two-step procurement and selection process was used. First, a Request for Qualifications (RFQ) was extended and three firms returned Statements of Qualification (SOQ). An internal selection committee was used to review and score the qualifications of the three firms. The selection committee was comprised of Deputy Chief Cande Flores, Capt. Jerry Medley, Emergency Vehicle Technicians David Williams and Stephen Hughes, Director of Capital Improvement Program Wayne Lisenbee, and Fire Chief Larry Bell. Based on the scores, two of the firms were "short-listed" to move to the second step of the process. A Request for Proposals (RFP) was sent to these two firms. The selection committee reviewed submitted proposals, interviewed the two firms, and gave an overall score to the two firms. Hasen Design Build and Development had the highest score.

FUNDING/FISCAL IMPACT

$1,990,000 is funded from voter approved General Obligation bonds.

STAFF RECOMMENDATION

Staff recommends the City Council approve a resolution authorizing the City Manager to execute an agreement with Hasen Design Build and Development to provide Design Build services for the Fire Maintenance facility.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Design Build Team Selection-Step 2 RFP Worksheet	Backup Material
Aerial Photos	Backup Material

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HASEN DESIGN BUILD AND DEVELOPMENT TO PROVIDE DESIGN BUILD SERVICES FOR THE FIRE DEPARTMENT MAINTENANCE FACILITY.

WHEREAS, on May 9th 2015, voters approved Proposition 4 which allowed for the issuance of $12,865,000 in General Obligation Bonds for the replacement of three new fire stations, new fire apparatus maintenance facility, new fire training center, and a facility for the Police Department's records and evidence storage.

WHEREAS, to select the best firm for this project a two-step procurement and selection process was used. Three firms submitted Statements of Qualification (SOQ). An internal selection committee was used to review and score the qualifications of the three firms.

WHEREAS, based on the scores, two of the firms were "short-listed" to move to the second step of the process. Selection committee reviewed submitted proposals, interviewed the two firms, and gave an overall score to the two firms. Hasen Design Build and Development had the highest score.

WHEREAS, City Council authorizes the City Manager to execute an agreement not to exceed $1,990,000 with Hasen Design Build and Development to provide Design Build services for the Fire Maintenance facility.

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

PART 1: That the City Council authorizes the City Manager to execute an agreement with Hasen Design Build and Development.

PART 2: That the agreement is for Hasen Design Build and Development to provide Design Build services for the Fire Maintenance facility not to exceed $1,990,000.

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

ADOPTED this 28th day of April, 2016.

ATTEST:

_____
Danette Dunlap, City Secretary

_____
Norm Archibald, Mayor

APPROVED:

_____
Stanley Smith, Interim City Attorney

Design Build Team Selection - Step 2 RFP Worksheet
Tabulation of Scoring
City of Abilene Fire Maintenance Facility DB Services

Owner's Construction Budget		$		1,990,000.00
Item	**Criteria**	**Points**	**Speed Fab-Crete**	**Hasen**
	Compliant SOQ Transmittal Letter; Financial Information, Ability to Provide Bonds/Insurance	Pass/Fail	Pass - Cost Methodolgy Came Late	Pass - Bid Bond Came Late
A	Project Management and Execution Plan	25	19.2	25.0
B	Preliminary Design and Construction Schedule	15	14.8	14.8
C	QA/QC Plan	20	15.0	20.0
D	Costing Methodology	25	25.0	15.0
E	Interview	15	13.8	15.0
Total Points			**74.0**	**74.8**

Notes

(1) Speed - non-responsive for required Costing Methodology information and ranges. Provided numbers after their interview.
(2) JM - Strong written proposal, strong detail about execution plan.
(3) Speed - weak written proposal, very light details about execution plan.
(4) JM - has demonstrated strong relationship with local subs. Strong collaboration during design.
(5) JM talked about the passion, pride, and accountability that comes from local design and subs.
(6) Both firms equally experienced, both can provide quality facility.
(7) Speed - Costing Methodology is low due to leveraging their Fire Station jobs and crews.
(8) Speed - Felt this could be a liability with complex construction schedule for three fire stations.
(9) JM - had very detailed presentation during interview, did an exceptional job
(10) Speed - had good interview, still light on details of execution plan.
(11) Selection Committee felt the best value was from JM/Hasen's local presence, ability to put all focus on this project.

CITY OF ABILENE TEXAS

CITY OF ABILENE TEXAS

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 4/28/2016

TO: **Robert Hanna, City Manager**

FROM: **Cheryl Sawyers, Communications and Media Relations Manager**

SUBJECT: **Resolution: Authorizing the City Manager to expend Public, Education & Government funds for the meeting room at the South Branch Library. (Sawyers)**

GENERAL INFORMATION

Staff has identified the new South Branch Library at the Mall of Abilene as an opportunity to diversify content for Channel 2 as well as to provide an alternative site for City meetings that could be televised. This item is to authorize the City Manager to expend Public, Education and Government (PEG) funds for the architecture and construction costs of the meeting room at the South Branch Library which will also serve as a studio for Channel 2. The meeting room is approximately 1,500 square feet and provides space for 80 sitting or up to 172 without seating.

Upon approval from Council, staff will amend the Memorandum Agreement with the Friends of the Abilene Public Library (Friends) to reflect that the Friends will not be obligated to pay for the construction and design of the meeting room since the City will utilize PEG funds . The City will pay the contractors directly for the meeting room. Any savings realized by the Friends will be reallocated to other improvements for South Branch including but not limited to furniture, fixtures, equipment, technology or other upgrades.

In addition, staff may also bring forward future items to the City Council related to audio/visual technology for the South Branch that furthers the programming capability of Channel 2 as well as meeting room furniture.

SPECIAL CONSIDERATIONS

The Friends used government procurement to obtain the architecture and construction manager-at risk services for this project. On October 10, 2015, the Friends entered into a contract with Hidell and Associates Architects and on November 9, 2015 executed a contract with Justice Construction.

The City's PEG Channel 2 receives programming money from Suddenlink in accordance with the statewide cable franchise regulations. The PEG funds are a restricted revenue source and may only be spent on capital improvements that meet state statutory requirements to benefit the channel, and that last for more than one year.

FUNDING/FISCAL IMPACT

$11,816.84 to Hidell and Associates Architects from the City's PEG Fund.
$120,668.40 to Justice Construction from the City's PEG Fund.

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the City Manager to expend Public, Education & Government funds for the meeting room at the South Branch Library.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXPEND PUBLIC, EDUCATION & GOVERNMENT FUNDS FOR THE MEETING ROOM AT THE SOUTH BRANCH LIBRARY.

WHEREAS, staff has identified the new South Branch Library at the Mall of Abilene as an opportunity to diversify content for Channel 2 as well as to provide an alternative site for City meetings that could be televised; and

WHEREAS, the Friends of the Abilene Public Library (Friends) used government procurement to obtain the architecture and construction manager-at risk services for this project. On October 10, 2015, the Friends entered into a contract with Hidell and Associates Architects and on November 9, 2015 executed a contract with Justice Construction; and

WHEREAS, staff will amend the Memorandum Agreement with the Friends to reflect that the Friends will not be obligated to pay for the construction and design of the meeting room since the City will utilize Public, Education and Government funds; and

WHEREAS, the City will pay the contractors directly for the meeting room; and

WHEREAS, any savings realized by the Friends will be reallocated to other improvements for South Branch including but not limited to furniture, fixtures, equipment, technology or other upgrades.

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

Part 1: The City Manager is hereby authorized to expend public, education & government funds in the amount of $132,485.24 for the meeting room at the South Branch Library.

Part 2: $11,816.84 will be paid to Hidell and Associates Architects and $120,668.40 to Justice Construction from the City's PEG Fund.

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

ADOPTED this 28th day of April, 2016.

ATTEST:

_____
Danette Dunlap, City Secretary

_____
Norman Archibald, Mayor

APPROVED:

_____
Stanley Smith, Interim City Attorney

City Council
Agenda Memo

City Council Meeting Date: 4/28/2016

TO: **Robert Hanna, City Manager**

FROM: **Lesli Andrews, Director of Community Services**

SUBJECT: **Resolution: Allowing the Abilene Cultural Affairs Council to use the lawn of the Abilene Civic Center for a sculpture garden and authorizing the City Manager to negotiate a Memorandum of Understanding for the use. *(Andrews)***

GENERAL INFORMATION

In 2015, the Texas Legislature designated Abilene as the Storybook Capital of Texas. In keeping with that designation, Cultural Affairs requests permission to use the southeast lawn of the Abilene Civic Center for a permanent sculpture garden. The 2017 Children's Art and Literacy Festival will highlight the works of Garth Williams. Mr. Williams illustrated many popular "Golden Books" as well as *Charlotte's Webb, Stuart Little* and many of Laura Ingalls Wilder's "Little House" books. To honor this celebrated illustrator, several sculptures are proposed to be placed at the Civic Center.

SPECIAL CONSIDERATIONS

At this time, Cultural Affairs is working to finalize their conceptual plans for the garden. An approved location will allow them to finalize their plans as well as assist with the solicitation of donations. Depending on the success of their fundraising, the sculptures could be installed all at once or in a phased approach.

Once the plans have been finalized, the City will negotiate an Memorandum of Understanding for the use of the Civic Center's southeast lawn.

FUNDING/FISCAL IMPACT

At this time, Cultural Affairs is not requesting any funds from the City of Abilene.

STAFF RECOMMENDATION

Approval of a resolution allowing the Abilene Cultural Affairs Council to use the lawn of the Abilene Civic Center for a sculpture garden and autorizing the City Manager to negotiate a Memorundum of Understanding for the use.

BOARD OR COMMISSION RECOMMENDATION

This item was reviewed and approved by the Visual Arts Jury at their meeting on April 11, 2016.

Staffed briefed Civic Abilene, Inc. about the project at their meeting on April 12, 2016.

ATTACHMENTS:

Description	Type
Sculpture Garden Resolution	Resolution Letter
Sculpture Garden Presentation	Presentation
Letter of Request	Backup Material

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ALLOWING THE ABILENE CULTURAL AFFAIRS COUNCIL TO USE THE LAWN OF THE ABILENE CIVIC CENTER FOR A SCULPTURE GARDEN AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A MEMORANDUM OF UNDERSTANDING FOR THE USE.

WHEREAS, in 2015, the Texas Legislature designated Abilene as the Storybook Capital of Texas; and

WHEREAS, the Abilene Cultural Affairs Council (Cultural Affairs) requests to use the lawn of the Abilene Civic Center for a permanent sculpture garden; and

WHEREAS, Cultural Affairs will raise funds for the project.

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

Part 1: The City Council allows the Abilene Cultural Affairs Council to use the southeast lawn of the Abilene Civic Center for a sculpture garden.

Part 2: The City Manager may negotiate a memorandum of understanding for the use.

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

ADOPTED this 28th day of April, 2016.

ATTEST:

_____
Danette Dunlap, City Secretary

_____
Norman Archibald, Mayor

APPROVED:

_____
Stanley Smith, Interim City Attorney

Abilene Cultural Affairs Council Proposed Sculpture Garden

April 28, 2016

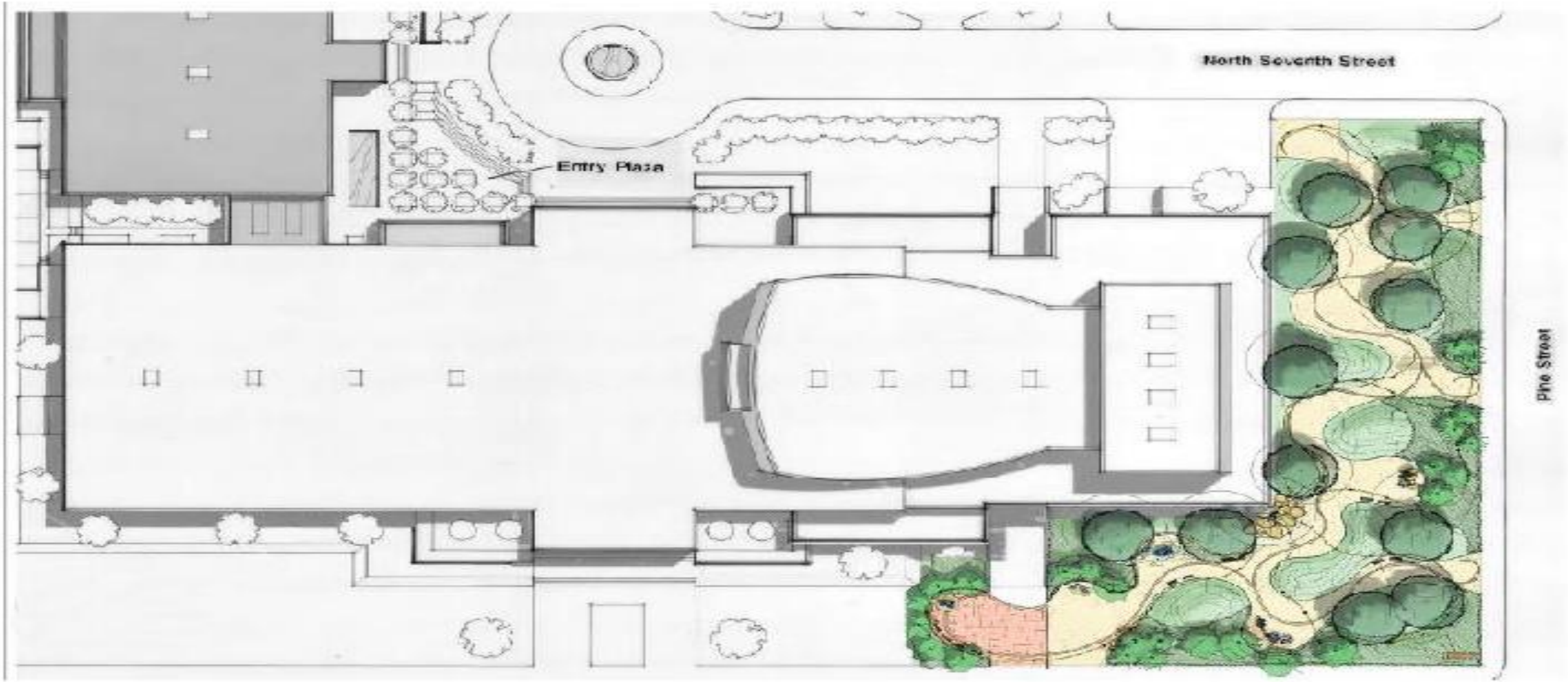
CITY OF ABILENE TEXAS

Sculpture Garden

- Cultural Affairs requests permission to use the southeast lawn of the Abilene Civic Center for a permanent sculpture garden.
- The 2017 Children's Art and Literacy Festival will highlight the works of Garth Williams and several sculptures are proposed:
  - Charlotte and Wilbur from *Charlotte's Web*
  - Stuart Little
  - Vignettes from *The Three Little Pigs*, *The Three Little Bears* and *The Three Little Kittens*
- Cultural Affairs will raise the funds for the project.

CITY OF ABILENE TEXAS

Proposed Sculpture Garden- Abilene Civic Center



Dinosaur ↑

Questions?

CITY OF ABILENE TEXAS

ABILENE

Abilene Cultural Affairs Council

April 12, 2016

Mrs. Lesli Andrews
Director of Community Services
City of Abilene
P.O. Box 60
Abilene, Texas 79604

Dear Lesli:

We appreciate all the City has done to make the Storybook Capital of Texas possible! Moving forward we would like to obtain permission from the Abilene City Council at the April 28th meeting for the following:

- To place the "Good Night Dinosaur" on the south lawn of the Abilene Civic Center between the main entry and the handicapped entry. The 2016 Children's Art & Literacy Festival (CALF) will feature Mark Teague, illustrator of the beloved "How Do Dinosaurs?" series. Sculptor Steve Neves has created an eight foot dinosaur, based on his book, *How Do Dinosaurs Say Good Night?* The concept for this bronze sculpture to become a permanent part of Abilene's downtown was approved by the Visual Arts Jury on April 11, 2016, and reviewed with Civic Abilene Inc. on April 12, 2016.

- To use the southeast grounds of the Abilene Civic Center for a future Sculpture Garden. The sculpture garden would encompass multiple years of CALF featured illustrators. The featured illustrator for CALF 2017 is Garth Williams. Mr. Williams is the illustrator of iconic characters such as "Charlotte" and "Wilbur" from *Charlotte's Web,* "Stuart Little", and many of the Golden Books including, "The Three Little Kittens", "The Three Bears", and The Three Little Pigs". Our goal is to create a Garth Williams Sculpture Garden, comprised of these five sculptures, (or group of sculptures in the case of the "Three Bears", "Three Pigs", etc,) similar to the Dr. Seuss Sculpture Garden in Everman Park. The concept for the Garth Williams Sculpture Garden was approved by the Visual Arts Jury on April 11, 2016, and reviewed with Civic Abilene Inc. on April 12, 2016.

Thank you for your assistance and guidance and I look forward to hearing from you.

Sincerely,

Lynn Barnett
Executive Director
Abilene Cultural Affairs Council

WWW.ABILENECAC.ORG
T&P DEPOT, 1101 NORTH 1ST STREET, ABILENE, TEXAS 79601
PHONE 325.677.1161 FAX 325.676.1630

Affiliate of the Abilene Chamber of Commerce

City Council
Agenda Memo

City Council Meeting Date: 4/28/2016

TO: **Robert Hanna, City Manager**

FROM: **Lesli Andrews, Director of Community Services**

SUBJECT: **Resolution: Approving acceptance of the donated Good Night Dinosaur sculpture for placement on the lawn of the Abilene Civic Center. *(Andrews)***

GENERAL INFORMATION

The Abilene Cultural Affairs Council (Cultural Affairs) has commissioned the Good Night Dinosaur sculpture. If approved the sculpture will become a permanent addition to Abilene's Outdoor Sculpture Storybook Collection. The sculpture is based upon the book, *How Do Dinosaurs Say Good Night?*, written by Jane Yolen and illustrated by Mark Teague. It is a bronze sculpture that will stand approximately eight feet tall.

Each year, Cultural Affairs works to add one or more sculptures in conjunction with the Children's Art and Literacy Festival. Past sculptures approved by Council include:

1996 - Santa Calls, Everman Park
2000 - Dinosaur Bob, 133 Cedar St.
2012 - Cat in the Hat, Everman Park
2013 - The Lorax, Yertle the Turtle, The Grinch, Green Eggs and Ham and Horton Hears a Who, Everman Park
2013 - Seymour, 174 Cypress St.
2014 - Sandman, 174 Cypress St.
2014 - Jack Frost, Main Library
2014 - Man in the Moon, T&P Depot
2014 - Easter Bunny, Corner of Cedar and N. 1st streets
2014 - Santa Claus, National Center for Children's Illustrated Literature
2014 - The Tooth Fairy, Miner Park
2015 - Duck on Bike, 1201 N. 1st St.
2015 - David & Fergus, National Center for Children's Illustrated Literature

SPECIAL CONSIDERATIONS

The Cultural Affairs is proposing that the statue be located on the lawn of the Abilene Civic Center and that it be unveiled on the first evening of the Children's Art and Literacy Festival on Thursday, June 9, 2016.

FUNDING/FISCAL IMPACT

There are no costs to the City other than approximately 20 hours of labor by Parks staff to install the sculpture.

STAFF RECOMMENDATION

Staff recommends approval of a resolution approving acceptance of the donated Good Night Dinosaur sculpture for the Abilene Civic Center.

BOARD OR COMMISSION RECOMMENDATION

Reviewed and approved by the Visual Arts Jury at their April 11, 2016 meeting.
Staff briefed Civic Abilene, Inc. about the project at their meeting on April 12, 2016.

ATTACHMENTS:

Description	Type
Sculpture Donation Resolution	Resolution Letter
Letter of Request	Backup Material
Depiction of Statue	Backup Material
Location of Statue	Backup Material

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING ACCEPTANCE OF THE DONATED GOOD NIGHT DINOSAUR SCULPTURE FOR PLACEMENT ON THE LAWN OF THE ABILENE CIVIC CENTER.

WHEREAS, the Abilene Cultural Affairs Council (Cultural Affairs) has commissioned the Good Night Dinosaur sculpture; and

WHEREAS, Cultural Affairs works to add one or more sculptures in conjunction with the Children's Art and Literacy Festival.

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

Part 1: The City Council approves acceptance of the donated Good Night Dinosaur Sculpture for placement on the lawn of the Abilene Civic Center.

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

ADOPTED this 28th day of April, 2016.

ATTEST:

_____
Danette Dunlap, City Secretary

_____
Norman Archibald, Mayor

APPROVED:

_____
Stanley Smith, Interim City Attorney

ABILENE

Abilene Cultural Affairs Council

April 12, 2016

Mrs. Lesli Andrews
Director of Community Services
City of Abilene
P.O. Box 60
Abilene, Texas 79604

Dear Lesli:

We appreciate all the City has done to make the Storybook Capital of Texas possible! Moving forward we would like to obtain permission from the Abilene City Council at the April 28th meeting for the following:

- To place the "Good Night Dinosaur" on the south lawn of the Abilene Civic Center between the main entry and the handicapped entry. The 2016 Children's Art & Literacy Festival (CALF) will feature Mark Teague, illustrator of the beloved "How Do Dinosaurs?" series. Sculptor Steve Neves has created an eight foot dinosaur, based on his book, *How Do Dinosaurs Say Good Night?* The concept for this bronze sculpture to become a permanent part of Abilene's downtown was approved by the Visual Arts Jury on April 11, 2016, and reviewed with Civic Abilene Inc. on April 12, 2016.

- To use the southeast grounds of the Abilene Civic Center for a future Sculpture Garden. The sculpture garden would encompass multiple years of CALF featured illustrators. The featured illustrator for CALF 2017 is Garth Williams. Mr. Williams is the illustrator of iconic characters such as "Charlotte" and "Wilbur" from *Charlotte's Web,* "Stuart Little", and many of the Golden Books including, "The Three Little Kittens", "The Three Bears", and The Three Little Pigs". Our goal is to create a Garth Williams Sculpture Garden, comprised of these five sculptures, (or group of sculptures in the case of the "Three Bears", "Three Pigs", etc,) similar to the Dr. Seuss Sculpture Garden in Everman Park. The concept for the Garth Williams Sculpture Garden was approved by the Visual Arts Jury on April 11, 2016, and reviewed with Civic Abilene Inc. on April 12, 2016.

Thank you for your assistance and guidance and I look forward to hearing from you.

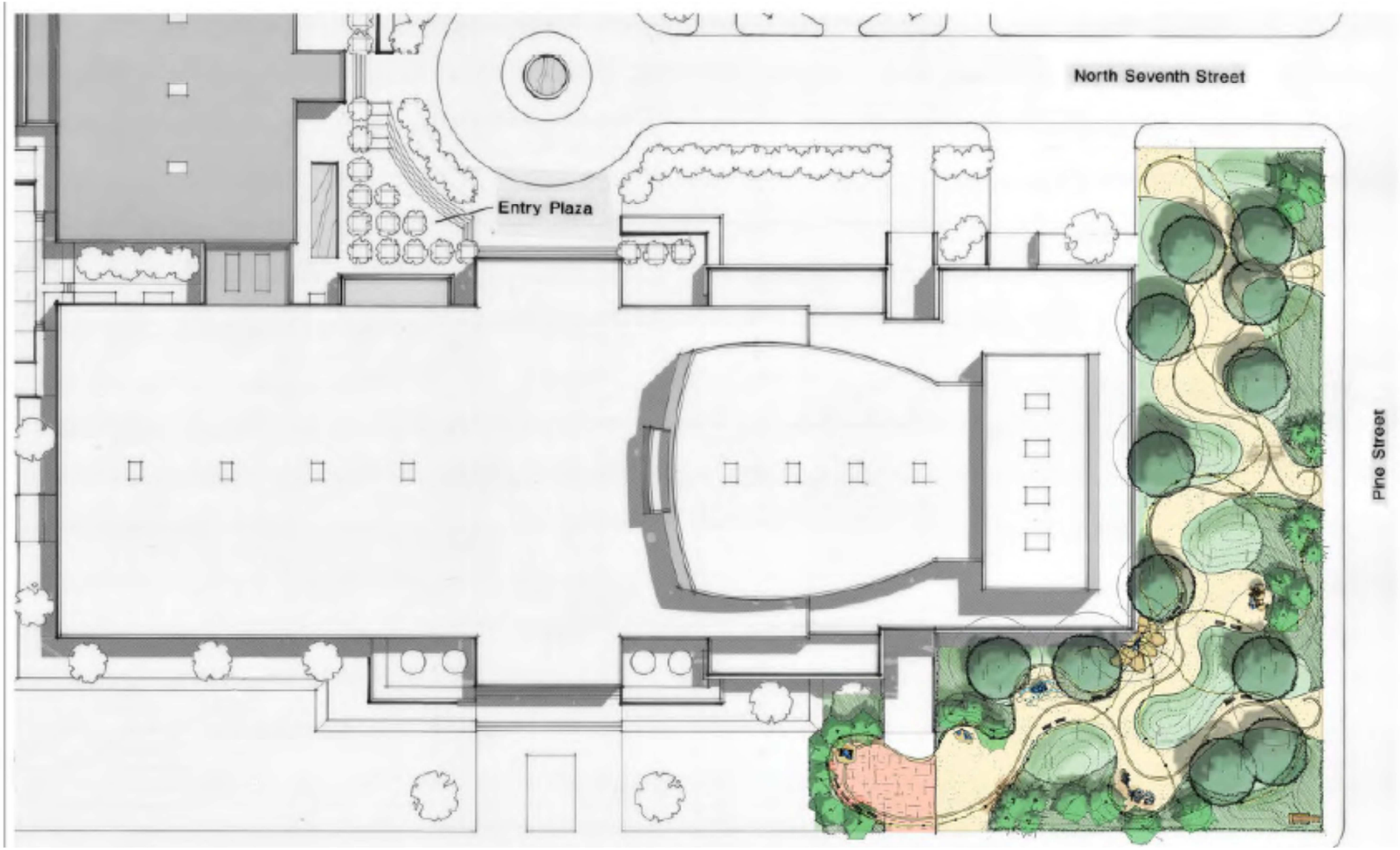
Sincerely,

Lynn Barnett
Executive Director
Abilene Cultural Affairs Council

WWW.ABILENECAC.ORG
T&P DEPOT, 1101 NORTH 1ST STREET, ABILENE, TEXAS 79601
PHONE 325.677.1161 FAX 325.676.1630

Affiliate of the Abilene Chamber of Commerce

Proposed Sculpture Garden- Abilene Civic Center



Dinosaur ↑

City Council
Agenda Memo

City Council Meeting Date: 4/28/2016

TO: **Robert Hanna, City Manager**

FROM: **Ronnie Kidd, Managing Director for Administration**

SUBJECT: **Resolution: Authorizing the City Manager to enter into a Subscription License and Services Agreement for Infor Cloudsuite. *(Kidd)***

GENERAL INFORMATION

In 2009, the City of Abilene acquired version 9 of the premise-based Lawson hardware and software for Accounting, Purchasing and Human Resources systems. Subsequent to our implementation, Lawson was acquired by Infor. Infor continued to provide the Lawson product line under Infor's name. Infor no longer supports version 9 of the software. Further, we need to update the operating platform, which is currently Windows Server 2003 and SQL Server 2005.

Infor has proposed its cloud-based solution ("Cloudsuite") which provides a hosted environment for version 10 of the software and eliminates the need for our local onsite premise-based servers. Future upgrades to the hardware and software are included in the Cloudsuite subscription license and service agreement at no additional charge during the life of the agreement. Database and hardware maintenance, disaster recovery, and all technical support are also included in the agreement.

The contract includes an upgrade and conversion fee of $198,240 to convert from version 9 to version 10 in Cloudsuite. It also includes a prorated annual service fee for the 7 month period from May to November, 2016 of $136,608 and then an annual service fee of $233,000 over the remaining 5 years of the contract for a total cost of $1,499,848 (through November 2021). The City's current annual maintenance fee of $150,260 will be replaced by the above terms.

SPECIAL CONSIDERATIONS

Moving to the hosted solution frees the City's Information Technology staff to focus on other services because the regular system administration duties for the Infor system will be assumed by the cloud team. It also eliminates the costs of hardware upgrades and maintenance for dedicated onsite servers. Further, future upgrades of Infor during the term of the agreement will be covered by the City's annual service fee.

FUNDING/FISCAL IMPACT

The $198,240 upgrade and conversion fee will be funded by $92,000 that is currently in the 2016 budget, with the balance coming from certificates of obligation that were sold for the acquisition of the original Lawson system. The prorated and annual service fees will be paid from the Technology Fund budget.

STAFF RECOMMENDATION

Staff recommends approval for the City Manager to enter into the subscription license and services agreement for Infor Cloudsuite for the the City's Accounting, Purchasing and Human Resources systems

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

Description	Type
Resolution - Infor Agreement	Cover Memo
Agreement	Backup Material

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING A SUBSCRIPTION LICENSE AND SERVICES AGREEMENT FOR INFOR CLOUDSUITE.

WHEREAS, the City of Abilene has a premise-based Infor Lawson Accounting, Purchasing and Human Resources system, and

WHEREAS, Infor no longer supports the City's current version of the software, and

WHEREAS, the City of Abilene wishes to continue with Infor and its support of the City's system, and

WHEREAS, Infor has proposed its cloud-based solution "Cloudsuite" which provides a hosted environment for the latest software in the Cloud that both eliminates the need for the City's premise-based server technology as well as provides future upgrades to hardware and software for an annual service fee with no increases for five years, and

WHEREAS, the City of Abilene has funds available in the current FY 2016 budget already approved and funds remaining from the original acquisition of the Lawson system,

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

Part 1. That the City Manager is hereby authorized to execute the Subscription License and Services Agreement for Infor Cloudsuite for the City's Accounting, Purchasing and Human Resources system.

ADOPTED this the 28th day of April 2016.

ATTEST:

_____
Danette Dunlap, City Secretary

_____
Norm Archibald, Mayor

APPROVED:

_____
Stanley Smith, Interim City Attorney

infor

SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

AGREEMENT NUMBER:_____

THIS SUBSCRIPTION LICENSE AND SERVICES AGREEMENT (the "Agreement") is between **Infor (US), Inc.** ("Infor") and **City of Abilene, Texas** ("Licensee") as of the Effective Date. The parties agree as follows:

1. Definitions.

(a) "**Affiliate**" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

(b) "**Authorized Users**" means: (i) Licensee's employees; and (ii) contractors authorized by Licensee to access the Subscription Software who, prior to obtaining access to the Subscription Software, have executed a non-disclosure agreement that protects Infor's Confidential Information to the same extent as this Agreement, in each case registered in the database with a unique UserID and a unique password.

(c) "**Confidential Information**" means non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation and the Subscription Software, including any software code and all algorithms, methods, techniques, and processes revealed or utilized therein. Confidential Information of Licensee includes Licensee Data. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to Recipient; or (iv) is independently developed by the Recipient without use of Confidential Information.

(d) "**Discloser**" means the party providing Confidential Information to the Recipient.

(e) "**Documentation**" means the then-current Infor-provided documentation relating to the features, functions, and use of the Subscription Software.

(f) "**Documented Defect**" means a material deviation between the then-current, general release version of the Subscription Software and its Documentation.

(g) "**Effective Date**" means the date identified on the signature page of this Agreement as the Effective Date.

(h) "**Initial Subscription Term**" means the initial subscription period set forth on the applicable Order Form.

(i) "**Intellectual Property Rights**" means any and all rights in patents, copyrights, trademarks and service marks.

(j) "**Licensee Data**" means information provided, entered or uploaded for use by or with the Subscription Software by the Licensee or its Authorized Users.

(k) "**License Restriction**" means any limitation on the use of the Subscription Software identified in an Order Form (e.g., number of Authorized Users, locations, connections).

(l) "**Order Form**" means each order form between the parties incorporating the terms of this Agreement which shall contain, without limitation, a list of the Subscription Software and associated quantity and License Restriction, a description of the Subscription Services, Subscription Fees, and payment terms.

(m) "**Personal Information**" means information provided to Infor by or at the direction of Licensee, or to which access was provided to Infor in the course of Infor's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Personal Information shall include any non-public personal information regarding any individual that is subject to applicable national, state, regional, and/or local laws and regulations governing the privacy, security, confidentiality and protection of non-public personal information.

(n) "**Recipient**" means the party receiving Confidential Information of the Discloser.

(o) "**Renewal Term**" means any renewal or extension of Licensee's license to use the Subscription Software following the expiration of the Initial Subscription Term.

(p) "**Residual Knowledge**" shall mean ideas, concepts, know-how or techniques related to the Discloser's technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

(q) "**Service Level Description**" means the Service Level Description document applicable to the Subscription Services and attached as an exhibit to an Order Form.

(r) "**Subscription Fees**" means the fees for the Subscription Services set forth on the applicable Order Form.

(s) "**Subscription Services**" means the Subscription Software-related application hosting services and Support (as defined in Section 3(b)) that Infor provides Licensee under this Agreement.

(t) "**Subscription Software**" means collectively or individually the computer software programs identified in the applicable Order Form for which Infor is providing the Subscription Services.

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(u) "**Subscription Term**" means the Initial Subscription Term or any Renewal Term, as applicable.

(v) "**Third Party Licensor**" means a third party whose software products ("**Third Party Products**") have been made available to Infor for distribution and licensing under the terms of its agreement with Infor (a "**Third Party Agreement**").

(w) "**Updates**" means generally available updates, enhancements or modifications to the then-current, general release version of the Subscription Software that are not separately priced or licensed as new products.

(x) "**UserID**" means a unique user identification credential used in combination with a unique password to access the Subscription Services.

2. License. Subject to the terms and conditions of this Agreement and the applicable Order Form, Infor hereby grants to Licensee a non-exclusive, non-transferable, limited license (without the right to sublease or sublicense) to access and use the Subscription Software and the Subscription Services, during the Subscription Term, in an operating environment hosted by Infor, for Licensee's own internal use. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Documentation. Licensee may make a reasonable number of copies of the Documentation for the Subscription Software for its internal use in accordance with the terms of this Agreement.

(b) License Restriction. Licensee's use of the Subscription Software and Subscription Services is subject to any License Restriction specified in the applicable Order Form.

(c) Additional Restrictions on Use of the Subscription Software and Subscription Services. In no event shall Licensee access the Subscription Software on any environment outside the hosted environment selected by Infor as part of the Subscription Services. In no event shall Licensee or its Authorized Users possess or control the Subscription Software or any related software code. Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Subscription Software. Except as expressly provided by this Agreement, Licensee is prohibited from using the Subscription Software to provide service bureau services to third parties. Licensee will not allow the Subscription Software to be used by, or disclose all or any part of the Subscription Software to, any person except Authorized Users. Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Subscription Software and Licensee will neither export or re-export, directly or indirectly, the Subscription Software, nor any direct product thereof in violation of such laws, or use the Subscription Software for any purpose prohibited by such laws.

(d) Intellectual Property Rights Notices. Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in the Subscription Software or that Infor otherwise provides with the Subscription Services. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Documentation.

(e) Ownership. Use of the Subscription Software and Subscription Services does not grant any ownership rights in or to the Subscription Software, the Subscription Services, or the Documentation. Licensee Data shall be the sole property of Licensee; however, Infor may aggregate anonymous statistical data regarding use and functioning of its system by its various licensees, and all such data (none of which shall be considered Licensee Data), will be the sole property of Infor.

3. Subscription Services.

(a) Hosted Environment. Infor will provide the application hosting environment, including the hardware, equipment, and systems software configuration on which Infor supports use of the Subscription Software and Subscription Services, on servers located at a facility selected by Infor.

(b) Support. Infor shall (a) provide Licensee with access (via the internet, telephone or other means established by Infor) to Infor's support helpline, (b) install, when and if generally available, Updates; and (c) use reasonable efforts to correct or circumvent any material deviation between the then-current, general release version of the Subscription Software and its Documentation (the foregoing referred to collectively as "Support"). Support is included in the Subscription Fee.

(c) User Accounts. Licensee is responsible for maintaining its own Authorized User UserIDs and passwords which can be managed through the Subscription Software interface. Licensee is responsible for maintaining the confidentiality of Licensee's UserIDs and passwords and shall cause its Authorized Users to maintain the confidentiality of their UserIDs and Passwords. Licensee is responsible for all uses of and activities undertaken with UserIDs registered on Licensee's account. Licensee agrees to immediately notify Infor of any unauthorized use of Licensee's UserIDs of which Licensee becomes aware.

(d) Connectivity. Infor will be responsible for maintaining connectivity from its network to the Internet which is capable of servicing the relevant Internet traffic to and from the hosted environment. Licensee is responsible for providing connectivity to the Internet for itself and its Authorized Users. Licensee shall also be responsible for ensuring that latency and available bandwidth from the user's desktop to Infor's hosted routers is adequate to meet Licensee's desired level of performance. If Licensee requires a VPN or private network connection to the Subscription Services, Licensee is responsible for all costs associated with any specialized network connectivity required by Licensee.

(e) Restrictions. Infor shall have no obligation to correct a problem caused by Licensee's negligence, Licensee's equipment malfunction or other causes beyond the control of Infor.

4. Payment and Taxes.

(a) Payment. Licensee shall pay Infor the Subscription Fees set forth on the Order Form. Subscription Fees are payable in advance and Infor will invoice Licensee for Subscription Fees prior to the commencement of the portion of the Subscription Term to which such fees apply. After the Initial Subscription Term, the Subscription Fees shall be subject to annual adjustment. Except as otherwise set forth in this Agreement, Subscription Fees are non-refundable. Licensee will pay each Infor invoice in accordance with the payment terms set forth on the Order Form. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law. Notwithstanding anything to the contrary in this Agreement, Infor reserves the right to suspend access to the Subscription Services in the event of any past due Subscription Fees.

(b) Taxes. Licensee is responsible for paying all taxes relating to this Agreement (except for taxes based on Infor's net income or capital stock). Applicable tax amounts (if any) are not included in

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the Subscription Fees set forth on any Order Form. Infor will invoice Licensee for applicable tax amounts and such invoices are payable in accordance with Section 4(a) and the Order Form.

5. Limited Warranties, Disclaimer of Warranties, and Remedies.

(a) Right to Grant License. Infor warrants that that it owns all right, title and interest in and to the Subscription Software or has obtained rights in such Subscription Software sufficient to grant the licenses granted to Licensee under this Agreement. Licensee's exclusive remedy, and Infor's exclusive obligation, for a breach of this warranty is set forth in Section 7 (Indemnity).

(b) Limited Subscription Software Warranty by Infor and Remedy For Breach. Infor warrants that the Subscription Software licensed to Licensee will operate without a Documented Defect for a period of ninety (90) days from the applicable Subscription Service Ready Date defined in the applicable Order Form. Infor's sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Subscription Software giving rise to the breach of warranty. If Infor is unable to repair or replace such Subscription Software within a reasonable period of time, then, subject to the limitations set forth in Section 14 of this Agreement, Licensee may pursue its remedies at law to recover direct damages resulting from the breach of this warranty. The remedies in this Section 5(b) are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranty. Licensee must provide notice to Infor of any warranty claim within the warranty period. For clarity, Licensee's entitlement to Support (as defined in Section 3(b)) in connection with any Documented Defect shall continue throughout the Subscription Term.

(c) Malicious Code. Infor represents that it has used commercially reasonable best efforts utilizing generally accepted industry tools and practices to provide Subscription Software that does not contain any "time bombs," "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are intended to access, modify, delete, damage, deactivate or disable the Subscription Services ("Malicious Code"). As Licensee's sole remedy for breach of this representation, Infor shall take action immediately to investigate, identify and remove such Malicious Code from the Subscription Software.

(d) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, Infor will render the Subscription Services with commercially reasonable care and skill. Infor further warrants that the hosted environment will be available at all times throughout the Subscription Term, subject to the exceptions and allowances described in the Availability section of the applicable Service Level Description. The level of unavailability shall not exceed one half of one percent (0.5%) per month, excluding Scheduled Maintenance as described in the applicable Service Level Description (the "Down Time Warranty"). In the event of a breach of the foregoing warranty Infor shall apply service level credits based on the actual availability measure for the applicable period as follows:

Availability	Service Level Credit
99.500% or greater	No Service Level Credit
99.499% - 99.000%	5% of the monthly prorated subscription fee
98.999% - 98.500%	15% of the monthly prorated subscription fee
98.499% - 95.000%	25% of the monthly prorated subscription fee
Below 95.000%	35% of the monthly prorated subscription fee

Service level credits for Subscription Fees paid on an annual basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual subscription fee shall be 5% of 1/12 of the annual fee. Service level credits shall be applied to Licensee's next invoice or, if Licensee has paid the final invoice under this Agreement, service level credits shall be paid to Licensee within thirty (30) calendar days following the determination that the credit is due. The service level credit is the exclusive remedy and is in lieu of all other remedies for breach of the Down Time Warranty.

(e) Disclaimer of Warranties. The limited warranties in this Section 5 are made to Licensee exclusively and are in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SUBSCRIPTION SOFTWARE AND SUBSCRIPTION SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ANY ORDER FORM, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET LICENSEE'S REQUIREMENTS.**

(f) Abrogation of Limited Warranty. Infor will have no obligation under this Section 5 to the extent that any alleged breach of warranty is caused by any modification of the Subscription Software not performed by or on behalf of Infor. To the extent that an alleged breach of warranty concerns a Third Party Product that is subject to a more limited warranty under a Third Party Agreement than specified in Section 5 above, Infor's obligations hereunder will be further limited accordingly.

(g) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 5 AND 14 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICE UNDER THIS AGREEMENT.**

(h) **HIGH RISK ACTIVITIES. THE SUSBSCRIPTION SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SUBSCRIPTION SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, INFOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. LICENSEE AGREES THAT**

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INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SUBSCRIPTION SOFTWARE IN SUCH APPLICATIONS.

6. **Confidential Information.**

(a) Confidentiality. The Confidential Information disclosed under this Agreement may be used, disclosed or reproduced only to the extent necessary to further and fulfill the purposes of this Agreement. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item; provided, however, that Licensee's obligations to maintain the Subscription Software and Documentation as confidential will survive in perpetuity. Each of Licensee and Infor shall be shall be responsible for the breach of the confidentiality terms contained in this Section 6 by any of its directors, officers, employees, Authorized Users, agents, accountants and advisors. Notwithstanding the foregoing, this Section is not intended to prevent (a) a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser, or (b) Infor from using aggregated data regarding the use of the Subscription Services to provide reports or analytics to Licensee or to improve the performance of Infor's products, provided such data does not contain any Personal Information regarding Licensee, its employees, customers or Authorized Users. If the Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, or if the Recipient should be advised by counsel of any obligation to disclose such Confidential Information, the Recipient shall (if allowed by law) provide the Discloser with prompt notice of such request or advice so that the Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, the Recipient shall furnish only that portion of the Discloser's Confidential Information which is legally required to be furnished and to use reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished.

(b) Security Policies and Safeguards. Infor shall establish and maintain administrative, technical, and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of Licensee Data and Personal Information in the possession or under the control of Infor or to which Infor has access, which are: (i) no less rigorous than those maintained by Infor for its own information of a similar nature; (ii) no less rigorous than generally accepted industry standards; and (iii) required by applicable laws. The security procedures and safeguards implemented and maintained by Infor pursuant to this Section 6(b) shall include, without limitation:

(i) User identification and access controls designed to limit access to Licensee's Data to authorized users;

(ii) the use of appropriate procedures and technical controls regulating data entering Infor's network from any external source;

(iii) the use of encryption techniques when Licensee's Data is transmitted or transferred into or out of the hosted environment;

(iv) physical security measures, including without limitation securing Licensee's Data within a secure facility where only authorized personnel and agents will have physical access to Licensee Data;

(v) operational measures, including without limitation IT Service Management (ITSM) processes designed to ensure the correct and secure operations of information processing activities;

(v) periodic employee training regarding the security programs referenced in this Section; and

(vi) periodic testing of the systems and procedures outlined in this Section.

(c) Review of Controls. Once in each 12 month period during the Subscription Term, Infor shall, at its cost and expense, engage a duly qualified independent auditor to conduct a review of the design and operating effectiveness of Infor's defined control objectives and control activities in connection with the Subscription Services. Infor shall cause such auditor to prepare a report in accordance with the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements No. 16 (SSAE 16) or an equivalent standard, which may include ISAE 3402 (the "Audit Report"). Licensee shall have the right to request and receive a copy of the Audit Report and Licensee may share a copy of such Audit Report with its auditors and regulators, provided that, such Audit Report shall be Infor's Confidential Information (as defined in this Agreement).

(d) Security Incident Response. In the event that Infor becomes aware that the security of any Licensee Data or Personal Information has been compromised, or that such Licensee Data or Personal Information has been or is reasonably expected to be subject to a use or disclosure not authorized by this Agreement (an "Information Security Incident"), Infor shall: (i) promptly (and in any event within 24 hours of becoming aware of such Information Security Incident), notify Licensee, in writing, of the occurrence of such Information Security Incident; (ii) investigate such Information Security Incident and conduct a reasonable analysis of the cause(s) of such Information Security Incident; (iii) provide periodic updates of any ongoing investigation to Licensee; (iv) develop and implement an appropriate plan to remediate the cause of such Information Security Incident to the extent such cause is within Infor's control; and (v) cooperate with Licensee's reasonable investigation or Licensee's efforts to comply with any notification or other regulatory requirements applicable to such Information Security Incident.

7. **Indemnity by Infor.** Infor will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense to the extent arising from a third party claim against Licensee that the Subscription Software infringes any Intellectual Property Rights of others. Infor's obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify Infor of any such claim; (ii) Licensee must, in writing, grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Licensee or an admission of guilt by Licensee (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must reasonably cooperate with Infor to facilitate the settlement or defense of the claim. Infor will not have any liability hereunder to the extent the claim arises from (a) any modification of the Subscription Software by, on behalf of, or at the request of Licensee; or (b) the use or combination of the Subscription Software with any computer, computer platform, operating system

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and/or data base management system other than provided by Infor. If any Subscription Software is, or in Infor's opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then Infor, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Subscription Software under the terms of this Agreement; (B) replace the Subscription Software with products that are substantially equivalent in function, or modify the Subscription Software so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the un-used portion of the Subscription Services fee, if any, paid to Infor for the Subscription Software giving rise to the infringement claim, and discontinue Licensee's use of such Subscription Software. **THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

8. Term and Termination.

(a) Term. With respect to the Subscription Software, the Initial Subscription Term shall be as set forth on the applicable Order Form. After the Initial Subscription Term, the Subscription Term shall automatically renew for successive one-year Renewal Terms, unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to expiration of the Initial Subscription Term or then current Renewal Term, as the case may be. Except as set forth in Section 8(b), the Subscription Term cannot be terminated prior to its expiration date.

(b) Right of Termination. If either party breaches any material obligation in this Agreement or an Order Form (including, without limitation, any obligation to pay Subscription Fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Agreement (including all Order Forms hereunder). Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Agreement (including all Order Forms hereunder) on less than thirty days' written notice.

(c) Effect of Termination. Upon termination of this Agreement by either party, Licensee's license to access and use the Subscription Software and Subscription Services shall immediately terminate as of the effective date of such termination. Termination of this Agreement will not release either party from making payments which may be owing to the other party under the terms of this Agreement through the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement, unless otherwise expressly stated herein.

(d) Return of Licensee Data. Upon termination or expiration of this Agreement, Infor shall promptly make all Licensee Data available to Licensee as a native database export provided through Infor's FTP server. In the event that Licensee requires the return of Licensee Data in an alternate format or requires any other termination assistance services, Infor and Licensee shall mutually agree upon the scope of such termination assistance services and the fees and expenses payable for such termination assistance services.

(e) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination or expiration of this Agreement.

9. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to Infor, Attention: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

10. Force Majeure. Except with respect to the payment of fees hereunder, neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including, without limitation, Acts of God, war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing.

11. Assignment. Licensee may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Infor, whether by operation of law or otherwise, including in connection with a change in control, merger, acquisition, consolidation, asset sale or other reorganization, and any attempt at such assignment or transfer will be void.

12. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

13. Choice of Law; Severability. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without application of any conflict of laws provisions thereof, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Texas, without application of any conflict of laws provisions thereof. This Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

14. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF INFOR. EXCEPT WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH OR RELATED TO THE SUBSCRIPTION SOFTWARE, THE SUBSCRIPTION SERVICES, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) WILL NOT EXCEED THE SUBSCRIPTION FEES PAID OR PAYABLE TO INFOR HEREUNDER FOR THE TWELVE-MONTH PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

(b) EXCLUSION OF DAMAGES. IN NO EVENT WILL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS

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BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

15. Audit Rights. Infor (including any third party auditor retained by Infor) may audit the records and systems of Licensee to ensure compliance with the terms of this Agreement and each applicable Order Form. Infor will notify Licensee in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during regular business hours and will not interfere unreasonably with Licensee's business activities. Infor may audit Licensee no more than once in any twelve (12) month period. If an audit reveals that Licensee is using the Subscription Software or Subscription Services beyond the scope of the license granted herein (for example, in excess of the License Restriction), then, in addition to any other remedies available to Infor, Licensee will promptly pay Infor the underpaid Subscription Fees associated therewith based on Infor's then-current list rates, as well as any applicable late charges.

16. Compliance with Laws. Licensee will comply with all laws, rules and regulations applicable to the use of the Subscription Software and the Subscription Services including, without limitation, by not submitting any Licensee Data that is illegal, defamatory, or that infringes any third party proprietary rights.

17. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Agreement, does not modify, supplement or add terms to this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. This Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement and all Order Forms may be signed in counterparts.

[Signature Page Follows]

THE PARTIES have executed this Subscription License and Services Agreement through the signatures of their respective authorized representatives.

Effective Date: _____

Infor (US), Inc.

Signature: _____

Printed Name: Lindsay Pritchard

Title: Associate General Counsel

Address: 380 Saint Peter St.

Address: St. Paul, MN 55102

Signature Date: 4/15/16

LICENSEE: City of Abilene, Texas

Signature: _____

Printed Name: _____

Title: _____

Address: 555 Walnut Street

Address: Abilene, TX 79601

Signature Date: _____

SaaS Order Form

This Order Form is subject to the terms of the Subscription License and Services Agreement between Infor (US), Inc. ("Infor") and City of Abilene, Texas ("Licensee") with an effective date of _____ (the "Agreement"). All terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

Capitalized terms not defined in this Order Form are defined in the Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Subscription Software" and "Component Systems" shall have the same meaning, refer to the computer software programs identified this Order Form and may be referred to in the Agreement as Component Systems, Products, Software Products, Subscription Software, Software, Standard Software, Programs or Licensed Programs; "Support" may be referred to in the Agreement as Support, Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support; and "License Restriction" means any limitation on the use of the Subscription Software and may be referred to in the Agreement as License Restriction or User Restriction.

I. Subscription Software

PROD: Abilene

	Part # (if applicable)	Subscription Software	User Restriction*		Support Level**
			Quantity	Type	
1	S3F-S-CSPSFPRO	Infor CloudSuite Public Sector Financials and Procurement Subscription	1,000	EM	CXTP
2	S3F-S-GMPMOB	Infor Grant Management Bundle Subscription	1,000	EM	CXTP
3	BPP-S-XMLTSU	Design Studio Subscription	1,000	EM	CXTP
4	HRM-S-CSAPAY	Infor CloudSuite HCM HRM Payroll Subscription ALC	1,200	EM	CXTP

For the purpose of the definitions below, Component System and Subscription Software may be used interchangeably.

* If specified in the User Restriction field:

"EM" = Employee - The total number of individuals who are or have been employees of Licensee (whether employed on a full-time, part-time, seasonal or other basis) or independent contractors of Licensee (whether engaged directly or through a third party as contract workers, consultants, freelancers or other capacity). For licensing purposes, former employees and independent contractors of Licensee shall only count as Employees if their data is maintained or processed by the Component System for administrative, pension or payroll purposes. Within thirty days following each anniversary of the Order Form Date (each an "Anniversary"), Licensee will provide detail regarding the total number of Employees as of such Anniversary. If the actual number of Employees as of an Anniversary is in excess of the specified licensed quantity of Employees as of such Anniversary, Licensee will purchase additional licenses corresponding to such excess amount.

****Support Level for Subscription Software:**

CXTP = Subscription Services: Standard Support and Critical Incident Support ("CIS") Subscription Support – During the Subscription Term specified, Licensee is eligible to receive the standard Infor Subscription Services for Support which it makes generally available to its subscription customers, and in addition, customer is eligible to receive CIS 24 hours a day x 7 days a week support for severity 1 issues. A severity 1 level incident means that your production system is not available or that the production system is available but a critical application failure has occurred and business processes are halted, and no workarounds are available. Additional information regarding Subscription Services support may be found at: http://www.infor.com/cloud/subscription/

II. Subscription Term and Subscription Fees

Annual Subscription Fee: $ 233,000.00

Initial Subscription Term: Subscription Service Ready Date through 5 years and 7 months from Subscription Service Ready Date.

Fee for Initial Subscription Term : $ 1,301,608.22

*** The Fee for Initial Subscription Term represents a proportional amount of the annual Subscription Fee based on the anticipated Subscription Service Ready Date. This fee may vary based on the actual Subscription Service Ready Date.

Total Amount Due (before applicable taxes): $ 1,301,608.22

Unless otherwise specified all amounts are in United States Dollar

Currency: USD

III. Payment Terms:

Annual Payment Terms:

Licensee shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first Annual Subscription Fee, which will be prorated to be payment for the initial seven (7) month period, plus applicable taxes, will be invoiced promptly upon the Subscription Service Ready Date. All other Annual Subscription Fees will be invoiced such that they are due prior to the commencement of the portion of the Subscription Term to which the Annual Subscription Fee applies. Licensee shall pay all invoices within 30 days of the date of the invoice. Licensee also agrees to pay all travel expense reimbursement requests related to this Order Form within thirty (30) days of date of invoice.

Licensee Account ID:	72079-L
Infor GL ID:	US0AB
Account Executive Name:	Shelly Carroll

Primary-use Address:	**Invoice Address:**
City of Abilene, Texas 555 Walnut Street Abilene, TX 79601 USA	City of Abilene, Texas 555 Walnut Street Abilene, TX 79601 USA
Contact Name: Sheryl Fillmon	Contact Name: Sheryl Fillmon
Contact Title:	Contact Title:
Contact Phone: (325) 676-6342	Contact Phone: (325) 676-6342
Contact email: Sheryl.Fillmon@abilenetx.com	Contact email: Sheryl.Fillmon@abilenetx.com

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IV. Additional Terms

Exhibit 1 –Service Level Description is attached to and made a part of this Order Form.

Exhibit 2 - The Mobile Application Supplement attached hereto and incorporated herein (the "Mobile Application Supplement"), sets forth additional terms and conditions applicable to Licensee's access to and use of the Mobile Application Subscription Software described in this Order Form. The terms of the Agreement are hereby amended by the Mobile Application Supplement as it relates to the Mobile Application Subscription Software, in the event of a conflict between the terms and conditions of the Agreement and the provisions of the Mobile Application Supplement, the provisions of the Mobile Application Supplement shall govern and control.

"Subscription Service Ready Date" means the date Infor informs Licensee that the Subscription Service is accessible, but not ready for use, by Licensee for the respective Subscription Software listed in this Order Form. This date is not synonymous with any Licensee launch or go-live date (date software is ready for use).

Licensee elects to terminate maintenance upon Subscription Service Ready Date for its perpetually licensed Component Systems with the same product functionality as the Subscription Software licensed herein. Licensee will receive Transitional Support on those Component Systems until the earlier of: (i) the "go live" date at which time the licensed Subscription Software will be available for beneficial production use or (ii) eighteen (18) months after the Subscription Service Ready Date, included as part of the Subscription Fee. Transitional Support is defined as phone support, incident logging and resolution, but excludes any upgrades or enhancements to the perpetual licenses. Infor will issue a credit equal to the amount of unused, prepaid maintenance fees. The credit will be calculated from the end of the month of the Subscription Service Ready Date and will either be applied to the customer's outstanding or future invoices, or remitted back to the customer in the form of a refund, the specific method being Infor's sole discretion.

Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.

Effective date of this Order Form: _____ (the "Order Form Date"), to be completed by Infor upon countersignature.

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

for: **Infor (US), Inc.**	for: **City of Abilene, Texas** (Licensee)
Signature	Signature
Lindsay Pritchard Typed or Printed Name	Typed or Printed Name
Associate General Counsel Title	Title
4/15/16 Date	Date

Exhibit 1 to

SaaS Order Form

Service Level Description

Infrastructure - The services are supported by commercially reasonable redundant infrastructure including

- Power infrastructure that includes redundant sources (multiple power feeds, generators, battery backups), multiple power distribution systems, and redundant power supplies;
- Environmental controls that include highly available precision HVAC systems, humidity controls, and water detection systems;
- Network infrastructure that includes multiple Internet Service Providers, redundant edge routers, firewalls, and switches;
- Hardware and software redundancy in support of virtualized and physical servers; and
- Storage solutions that provide redundant back end data storage.

Infor maintains a disaster recovery site where Licensee's data is replicated on a regular basis.

Technical Change Management – Infor maintains change management system to ensure review and controlled implementation of changes that Infor may make from time to time in the support of the services. Changes require both a risk analysis and a peer review before being implemented in Infor's infrastructure.

Security & Privacy – Infor takes great care to protect non-public information provided to us by our customers. Infor may have access to non-public information from multiple sources that include:

- Directly from use of one of Infor's hosted applications.
- Directly from a customer's designated service representative or indirectly via batch data transfers.
- In the course of transactional activities as information is updated or processed by an Infor hosted application, or through data maintenance activities.
- Other sources as defined by one of our solutions.

Infor has implemented a defense-in-depth strategy to protect non-public information. This strategy is based upon best-practices designed to comply with applicable laws and regulations and is based upon widely accepted industry standards. Our security management system is based on the following:

- Security Policies: We require that all employees be responsible for the security of non-public information and follow the practices defined within the Information Security Management System.
- Information Security Organization: Infor's management is committed to security and has established an organization responsible for the security of non-public information.
- Asset Management: All assets are strictly controlled and all information is classified in order to determine the appropriate controls required for access and handling.
- Human Resources Security Practices: In the US, Infor conducts a comprehensive background check and screening at the time each employee is hired and requires that employees maintain familiarity and compliance with security responsibilities. When employees leave Infor, a formal process is established to remove their physical and virtual access to the Infor infrastructure.
- Physical and Environmental Security: Infor places critical components in physically controlled spaces with best-practices in place to secure infrastructure. Physical and environmental security measures include card and/or biometric access controls, and limited access to secure locations based on job function.
- Communication and Operations Management: Infor has implemented strong operational procedures to protect information. Our controls surrounding system planning, protection from malicious code, backup processes, network security, media handling and exchange of information are constantly being analyzed and monitored to insure they provide reasonable protection for your data. Third party service providers with access to confidential information are required to adhere to security and privacy requirements that are consistent with and at least as restrictive as Infor's own policies and procedures regarding the protection of confidential information.

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- Access Control: All access to systems, networks, and applications is controlled down to the user and resource level with role-based privilege techniques. This access is reviewed on a periodic basis to ensure that a change of personnel or a change of role has not modified the access needs of the individual.
- System Development: Security requirements of all applications that handle confidential information are defined early in the development stage. Appropriate data protection techniques are designed into the application while changes to developed software must go through a mature change management process.
- Incident Management: In the unlikely event of an actual or reasonably suspected security incident, our teams immediately begin work to identify the scope of impact, mitigate any exposure, determine the root cause of the incident and take appropriate corrective action.
- Compliance: We are constantly analyzing the requirements of legal, regulatory, and contractual obligations to ensure we are abiding by the requirements that apply to the handling of your data.

Scheduled Maintenance – The services shall be subject to a regularly scheduled weekly maintenance window. Infor makes commercially reasonable efforts to establish maintenance windows during times that minimize impact to Licensee's users. While most of Infor's maintenance can be completed during regularly scheduled maintenance windows, from time to time maintenance must be performed outside of the scheduled maintenance windows to maintain the integrity and security of the services. In such cases, Infor will provide Licensee's primary point of contact as much advance notice of the planned maintenance as is technically feasible. The regularly scheduled weekly maintenance windows and any period of unavailability due to maintenance for which Licensee is given at least 24 hours advance notice is considered "Scheduled Maintenance".
Availability – Infor's goal is to provide access to the services at Infor's Internet gateway(s) twenty-four hours per day, seven days a week, except during Scheduled Maintenance. Infor's service level objective is 99.5% Availability measured on a monthly basis.

Availability for the Subscription Services is measured monthly as a percentage of Scheduled Available Minutes.

- "Scheduled Available Minutes" are the total minutes in a month less the number of Scheduled Maintenance minutes in the applicable month.
- "Available Minutes" is the number of Scheduled Available Minutes in a month less the aggregate number of minutes the Subscription Services were unavailable outside of Scheduled Maintenance.
- "Availability" is a percentage calculated as the Available Minutes in a month divided by the Scheduled Available Minutes in the month.

For example, in a 30 day month with 4 weekly Scheduled Maintenance windows of 8 hours, there are 41,280 Scheduled Available Minutes ((60 min. x 24 hrs. x 30 days)-(60 min. x 8 hrs. x 4 weeks) = 41,280). If the Subscription Services experienced an outage of two hours outside of Schedule Maintenance, there were 41,160 Available Minutes in the month (41,280 Scheduled Available Minutes – 120 minutes of unavailability). The resulting Availability percentage is 41,160 / 41,280 = 99.7%.

The following shall not be considered periods of unavailability for purposes of the Availability calculation:

- Outages due to factors outside of Infor's reasonable control (for example, a network or device failure at Licensee's site or between Licensee and Infor's data centers);
- Delays in email or webmail transmission to or from the hosted application;
- Connectivity issues outside of Infor's direct control (e.g. DNS issues);
- Force Majeure events;
- Outages attributable to the acts or omissions of Licensee or Licensee's employees, agents, contractors, or vendors, or anyone gaining access to the services means of UserIDs or equipment controlled by Licensee;
- Periods of Down Time at Licensee's request;
- Outages that result from Licensee's equipment, software, or other technology and/or third party equipment, software or other technology (other than those which are under Infor's direct control); and

Performance degradation due to Licensee's use of the services in excess of the scope of Licensee's license, usage restrictions, or product limitations outlined in the applicable Agreement.

Exhibit 2 to Order Form
MOBILE APPLICATION SUPPLEMENT

In connection with Licensee's license to the Mobile Application Subscription Software (the "Mobile Application") as specified in the Order Form to which this Mobile Application Supplement ("Supplement") is attached, INFOR will provide Licensee with an environment to enable use of certain Infor-licensed Software (the "Software") on the Mobile Application through certain Apple or Android devices. The Mobile Application may be used on either an Apple device or an Android device, as specified by Apple or Google. If Licensee elects to use the Mobile Application on an Apple device, the Mobile Application is separately distributed exclusively by Apple through the App Store pursuant to the Apple Terms of Use. If Licensee elects to use the Mobile Application on an Android device, the Mobile Application is separately distributed exclusively by Google through Google Play pursuant to the Google Terms of Service. In order to use the Mobile Application on an Apple device, Licensee Users must separately agree to the Apple Terms of Use prior to downloading the Mobile Application, and in order to use the Mobile Application on an Android device, Licensee users must separately agree to the Google Terms of Service. If Licensee Users do not agree to these separate terms, then use of the Mobile Application will not be permitted on the respective Apple-supported or Google-supported device. At the time of download of the Mobile Application from the App Store or Google Play, as applicable, either Licensee Users will be prompted to agree to the Apple Terms of Use or the Google Terms of Service by checking a box displayed at the end of these terms or by clicking an "Agree" or similar button where this option is provided, or Licensee Users will be deemed to have accepted such terms by using the Mobile Application. Notwithstanding the foregoing, the Agreement to which this Supplement is attached is deemed amended by this Supplement with respect to the Mobile Application, as provided for below and as otherwise set forth in the Apple Terms of Use or the Google Terms of Service, as applicable. Any conflict between the terms of the Agreement and the terms of this Supplement will be resolved in favor of this Supplement.

1. Additional Definitions.

"Apple" refers to Apple, Inc. and its majority-owned affiliates.

"Apple Terms of Use" refers to the then-current additional terms and conditions of Apple (including the App Store Terms of Service and Apple Usage Rules set forth in the Apple App Store) and the EULA that Licensee Users must accept and agree to prior to using the Mobile Application on an Apple device.

"App Store" means the electronic store branded, owned and/or controlled by Apple.

"INFOR" refers to the INFOR contracting entity set forth in the Agreement, for and on behalf of itself and its subsidiaries and affiliates, including Infor (US), Inc.

"EULA" means additional terms of use of INFOR applicable to the Mobile Application that Licensee Users must accept and agree to prior to use of the Mobile Application. Neither Apple nor Google is a party to the EULA.

"Google" refers to Google Inc.

"Google Play" means the electronic store branded, owned and/or controlled by Google.

"Google Terms of Service" refers to the then-current additional terms and conditions of Google (including the Google Play Terms of Service) and the EULA that Licensee Users must accept and agree to prior to using the Mobile Application on an Android device.

"Licensee Users" refers to the individuals affiliated with and authorized by Licensee to use the Mobile Application in connection with the Software, subject to the Agreement, including the applicable User Restrictions set forth in the Order Form, and to agree to the Apple Terms of Use or the Google Terms of Service, as applicable.

2. Supported Devices. The Mobile Application supports certain Apple and Android mobile devices, and data networks such as 3G, EDGE and WiFi, and enables Licensee Users to access the Software through such Apple and Android mobile devices. Notwithstanding the foregoing, INFOR shall have no obligation to offer technical support (including without limitation any wireless network connectivity support) in connection with any Apple or Android mobile device and shall have no liability with respect to the compatibility or performance of any Apple or Android mobile device in connection with the Mobile Application or the Software.

3. License. Subject to the terms and conditions of the Agreement (including any applicable User Restrictions set forth in the Order Form), the Apple Terms of Use and the Google Terms of Service, INFOR grants Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license to run the Mobile Application on designated Apple or Android mobile devices owned or controlled by Licensee, solely for Licensee Users to access the Software for Licensee's own internal computing operations. Each Licensee User may use the Mobile Application only on a Licensee-owned and controlled Apple or Android mobile device that Licensee assigns to the specified Licensee User. Licensee and Licensee Users are not permitted to use the Mobile Application for any purpose except in connection with Licensee's separate license to the Software, consistent with the INFOR-provided applicable documentation and only as permitted under the Agreement and the Apple Terms of Use and the Google Terms of Service, as applicable. If any Licensee User ceases to be affiliated with and otherwise authorized by Licensee to use the Mobile Application or Software for any reason, Licensee will immediately terminate all access by such Licensee User to the Mobile Application and the Software. INFOR may audit Licensee's use of the Software and the Mobile Application and its compliance with the terms of the Agreement and the Apple Terms of Use and the Google Terms of Service, as applicable. Any rights not expressly granted in this Supplement are expressly reserved.

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5. Warranty. THE MOBILE APPLICATION IS LICENSED "AS IS," WITHOUT ANY WARRANTY WHATSOEVER. INFOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE MOBILE APPLICATION, IN WHOLE OR IN PART, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE MOBILE APPLICATION, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION, OR WILL MEET LICENSEE'S OR LICENSEE USERS' REQUIREMENTS. LICENSEE AND LICENSEE USERS ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE MOBILE APPLICATION, INCLUDING WITHOUT LIMITATION RISKS RELATING TO QUALITY, AVAILABILITY, PERFORMANCE, DATA LOSS, SECURITY AND USE IN A PRODUCTION ENVIRONMENT. LICENSEE AND LICENSEE USERS EXPRESSLY ACKNOWLEDGE AND AGREE THAT AVAILABILITY OF THE MOBILE APPLICATION IS SUBJECT TO APPLE'S SOLE DISCRETION AS THE OPERATOR OF THE APPLE APP STORE, AND GOOGLE'S SOLE DISCRETION AS THE OPERATOR OF THE GOOGLE PLAY STORE (AS APPLICABLE) AND INFOR RESERVES THE RIGHT TO CHANGE, SUSPEND, LIMIT, REMOVE OR DISABLE ACCESS TO THE MOBILE APPLICATION AND ITS FEATURES AND FUNCTIONS AT ANY TIME WITHOUT NOTICE. NEITHER APPLE NOR GOOGLE HAS ANY WARRANTY OBLIGATION WITH RESPECT TO THE SOFTWARE AND THE MOBILE APPLICATION.

6. Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL INFOR BE LIABLE TO LICENSEE, LICENSEE USERS OR TO ANY THIRD PARTY FOR ANY DAMAGES ARISING IN CONNECTION WITH USE OR INABILITY TO USE THE MOBILE APPLICATION OR IN CONNECTION WITH INFOR'S PROVISION OF OR FAILURE TO PROVIDE SERVICES PERTAINING TO THE MOBILE APPLICATION, OR AS A RESULT OF ANY DEFECT IN THE MOBILE APPLICATION, OR AS A RESULT OF ANY CHANGE, SUSPENSION, REMOVAL OR DISABLING OF ACCESS TO THE MOBILE APPLICATION. THIS DISCLAIMER OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION THAT MAY BE BROUGHT AGAINST INFOR, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ACTION FOR NEGLIGENCE, PRODUCT LIABILITY, FAILURE OF THE MOBILE APPLICATION TO CONFORM TO ANY LEGAL OR REGULATORY REQUIREMENT OR CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION. LICENSEE'S AND LICENSEE USER'S SOLE REMEDY FOR BREACH OF THIS SUPPLEMENT BY INFOR OR FOR ANY OTHER CLAIM RELATED TO THE MOBILE APPLICATION OR THIS SUPPLEMENT SHALL BE TERMINATION OF THIS SUPPLEMENT AND THE EULA. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES SHALL INFOR AND ITS LICENSORS BE LIABLE TO LICENSEE, LICENSEE USERS OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES.

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8. Export. U.S. export control laws and other applicable export and import laws govern use of the Mobile Application. Licensee and each Licensee User each represents and warrants that: (i) it is not a citizen, national or resident of, and is not located in nor under the control of, any government or country to which the U.S. government has prohibited export, that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a terrorist- supporting country; (ii) it is not listed on any U.S. government list of prohibited or restricted parties; and (iii) it will neither export or re-export, directly or indirectly, the Mobile Application in violation of such laws, or use the Mobile Application for any purpose prohibited by such laws.

9. Support. INFOR does not offer support for the Mobile Application other than provision of updates, patches, bug fixes and new versions of the Mobile Application via the Apple App Store or Google Play, to be determined in INFOR's sole discretion. Neither Apple nor Google has any obligation to provide maintenance and support for the Mobile Application.

10. Term and Termination. INFOR may terminate the EULA and use of the Mobile Application by Licensee and Licensee Users if Licensee or any Licensee User fails to comply with any terms of this Agreement or the Apple Terms of Use or the Google Terms of Service, as applicable. As applicable, the EULA will terminate automatically upon the termination of the Agreement or upon termination of any Licensee User's affiliation with or authorized use by Licensee. Apple or Google (as applicable) and INFOR may terminate access to and/or use of the Mobile Application by Licensee and Licensee Users at any time. Upon termination of the Agreement or the Apple Terms of Use or the Google Terms of Service (as applicable), in whole or in part, Licensee and each Licensee User will discontinue further use of the Mobile Application and delete all copies of the Mobile Application on the applicable Apple or Android mobile devices.

11. Third Party Product License Terms. Licensee and Licensee Users will comply with applicable third party terms of any third party agreement when using the Mobile Application.

12. Miscellaneous. Licensee acknowledges and agrees that this Supplement, as subject to the Agreement, is between INFOR and Licensee, for itself and on behalf of Licensee Users, and that neither Apple nor Google is a party to the Agreement or the EULA; (b) INFOR is solely responsible for the Software, Mobile Application and the INFOR-provided content thereof; (c) Apple and Apple subsidiaries are third party beneficiaries of the Apple Terms of Use, and Google and Google subsidiaries are third party beneficiaries of the Google Terms of Service; (d) Apple has the right (and will be deemed to have accepted the right) to enforce the terms of this Supplement and the Apple Terms of Use against Licensee and Licensee Users as a third party beneficiary thereof but only if Licensee has accepted these terms and/or each Licensee User has accepted the Apple Terms of Use as outlined above, and Google has the right (and will be deemed to have accepted the right) to enforce the terms of this Supplement and the Google Terms of Service against Licensee and Licensee Users as a third party beneficiary thereof but only if Licensee has accepted these terms and/or each Licensee User has accepted the Google Terms of Service as outlined above. INFOR's failure to enforce its rights with respect to any breach of this Supplement or the EULA will not act as a waiver of the right of INFOR to later enforce any such rights or to enforce any other breach. Licensee will ensure compliance by Licensee Users and fully indemnify and hold harmless INFOR for any breach by Licensee Users of the terms of the Agreement and the Apple Terms of Use and the Google Terms of Service, as applicable.

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13. Changes. Apple may at any time modify the Apple Terms of Use and Google may at any time modify the Google Terms of Service, and Apple and Google may each impose new or additional terms and conditions on INFOR, Licensee and Licensee Users relating to the Mobile Application. Any such changes will be effective immediately and be deemed incorporated into this Supplement and the Apple Terms of Use and the Google Terms of Service, as applicable. Continued use of the Mobile Application by Licensee and Licensee Users will constitute acceptance of these changes.

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SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE SERVICES AGREEMENT (the "Services Agreement") is made between **Infor (US), Inc.** ("Infor") and **City of Abilene,** ("Licensee") as of the Effective Date. The parties agree as follows:

1. **Definitions.**

(a) "**Affiliate**" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

(b) "**Confidential Information**" means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

(c) "**Discloser**" means the party providing Confidential Information to the Recipient.

(d) "**Effective Date**" means the date identified on the signature page of this Services Agreement as the Effective Date.

(e) "**Equipment**" means the hardware and systems software configuration on which Infor supports use of the Licensed Software.

(f) "**Intellectual Property Rights**" means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

(g) "**Licensed Software**" means the computer software programs licensed by Infor or its Affiliate to Licensee.

(h) "**Recipient**" means the party receiving Confidential Information of the Discloser.

(i) "**Residual Knowledge**" means ideas, concepts, know-how or techniques related to the Discloser's technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

(j) "**Services**" means the software-related professional services that Infor will provide Licensee as contemplated under this Services Agreement and/or any Work Order.

(k) "**Work Order**" has the meaning ascribed to such term in Section 2(a) of this Services Agreement.

2. **Services.**

(a) Work Orders. Infor will provide Licensee with Services as set forth in one or more mutually agreed to and signed work order(s) which shall contain without limitation, a description of the Services, the Services rate(s) and payment terms (each a "Work Order"). The parties agree that Work Orders may not be complete statements of Services required by Licensee and additional Services may be required which would be difficult to determine as of the date of this Services Agreement or of the applicable Work Order. At Licensee's request, the Work Order may include an estimate of charges for the Services, but such estimate shall not be binding on Infor or convert the Work Order into a fixed price contract with respect to such Services. Unless expressly stated otherwise: (i) the Services rates are for an 8-hour person-day and will not include the expenses and charges referred to in Section 3(a) of this Services Agreement; (ii) the quoted rates shall represent Infor's current rates applicable to Licensee (i.e., the rates applicable to Licensee as of the effective date of the Work Order) for the resources specified; and (iii) to the extent that Infor raises the rates charged for Services during the course of a project, Licensee shall be required to pay Infor at the increased rates. Infor is under no obligation to perform any Services other than pursuant to a Work Order. Notwithstanding the foregoing, if Infor performs Services at the direction of Licensee and the parties have not signed a Work Order for such Services, then such Services shall be subject to all terms and conditions of this Services Agreement, and Infor's then-current rates for such Services shall apply. Infor may provide Services through its third-party contractors ("Contractors"), but, in all such cases, Infor will remain subject to the obligations hereunder.

(b) Conditions On Providing Services. Licensee must assign a project manager who will assume responsibility for management of the project for which the Services are provided. Licensee will establish the overall project direction, including assigning and managing the Licensee's project personnel team. Licensee must provide Infor with such facilities, equipment and support as are reasonably necessary for Infor to provide Services, including remote access to the Equipment. Infor owns and will own all right, title and interest to the Services and any work product generated from the Services ("Work Product"), and Licensee will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein. Subject to the terms and conditions of this Services Agreement, Infor grants Licensee a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Work Product for Licensee's own, internal computing operations.

(c) Scheduling and Cancellation of Scheduled Services. In connection with any Work Order, Licensee should make staffing requests at least four (4) weeks in advance to increase the likelihood that the request can be filled for the date requested. While it is possible to secure staffing within this time frame (and Infor will make commercially

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reasonable efforts to comply with such staffing requests), the probability of obtaining the requested resources decreases the closer the request is made to the need date. The parties agree that once Licensee and Infor have scheduled a specific time during which Infor will provide Services under the terms of this Services Agreement and/or a Work Order, Licensee will be obligated to pay Infor for such Services as if Infor had performed such Services on the date scheduled and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Licensee has notified Infor that Licensee would like to reschedule or cancel the provision of such Services at least twenty one (21) days prior to the date which Infor is scheduled to perform such Services.

3. Payment and Taxes.

(a) Payment. Unless otherwise stated in the applicable Work Order, Infor will invoice Licensee for all Services and applicable charges on a bi-weekly basis, as Infor renders the Services or Licensee incurs the charges, as applicable. Licensee will also reimburse Infor for actual travel and living expenses that Infor incurs in providing Licensee with Services under this Services Agreement, with reimbursement to be on an as-incurred basis. Licensee will also reimburse Infor for all charges incurred in connection with accessing Equipment, if any. Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law.

(b) Taxes. Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) relating to this Services Agreement, and any Services provided and payments made hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Services Agreement and any Work Order. In each instance, Infor will invoice Licensee for applicable tax amounts and such invoices are due upon Licensee's receipt thereof.

(c) Long-term Assignments. The parties acknowledge that reimbursement of travel and living expenses to an Infor consultant who is assigned to a particular location for more than one year may be treated as taxable personal income under applicable tax laws. Where reasonably possible, the parties will plan to limit the duration of a consultant's assignment to a particular location to less than one year. If a consultant is assigned to a particular location for more than one year and subject to additional taxes as a result thereof, then Infor will increase consultant's compensation to cover such additional taxes, and Licensee shall reimburse Infor for the amount of such increase.

4. Limited Warranty and Disclaimer of Warranties.

(a) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, for the period beginning on the specific date of the applicable Work Order and continuing for ninety (90) days after the completion of Services pursuant to that Work Order, Infor will render all Services under such Work Order with reasonable care and skill. If Licensee notifies Infor within the warranty period of a breach of the foregoing warranty, Infor will re-perform such Services in compliance with the foregoing warranty. If despite its reasonable efforts, Infor is unable to provide Licensee with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 12 of this Services Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Infor's sole obligations for breach of this limited warranty are contained in this Section 4(a).

(b) Disclaimer of Warranty. The limited warranty in Section 4(a) is made to Licensee exclusively and is in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS SERVICES AGREEMENT AND/OR ANY WORK ORDER, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS.**

(c) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 4 AND 12 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICES AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SERVICE UNDER THIS SERVICES AGREEMENT.**

5. Confidential Information. Except as otherwise permitted under this Services Agreement, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Services Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Licensee's obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity. Notwithstanding the foregoing, this Section is not intended to prevent a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser.

6. Term and Termination.

(a) Right of Termination. If either party materially breaches any material obligation in this Services Agreement or a Work Order (including, without limitation, any obligation to pay fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Services Agreement (including all Work Orders hereunder). Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Services Agreement (including all Work Orders hereunder) on less than thirty days' written

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does not modify this Services Agreement. No modification of this Services Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Services Agreement. This Services Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Services Agreement and all Work Orders may be signed in counterparts.

THE PARTIES have executed this Services Agreement through the signatures of their respective authorized representatives.

Effective Date: _____

Infor (US), Inc.

Signature: Lindsay Pritchard

Printed Name: Lindsay Pritchard

Title: Associate General Counsel

Address: 380 Saint Peter St.

Address: St. Paul, MN 55102

Signature Date: 4/15/16

Licensee: City of Abilene

Signature: _____

Printed Name:

Title:

Address:

Address:

Signature Date:

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TIME AND MATERIALS

SERVICES WORK ORDER

INTRODUCTION

This **Time and Materials** Services Work Order ("Work Order or SOW") is subject to all terms and conditions of the Software Services Agreement (or if applicable the Professional Service Agreement) between **Infor (US), Inc.** ("Infor") and **City of Abilene,** ("Licensee") with an Effective Date of _____ (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

Effective date of this Work Order:	As of the last party signing this Work Order
Work Order Number:	N/A
Prepared By:	Lyle Walker
Project Name:	City of Abilene-Infor Upgrade Lawson 9.0.1 to Infor 10 Cloud Migration

PROJECT OVERVIEW: Infor to provide services to upgrade and move Licensee from LSF 9.0.1 to Infor 10 CloudSuite™ (SaaS) ("Infor Cloud") as outlined herein

1.0 PROJECT SCOPE

Process Flow to Process Automation Migration

Processflow to ProcessAutomation Migration	Infor Role	Quoted Hrs
	Planning	
Project Leadership for the coordination of the overall engagement and resources.	Project Lead	16
Technical Planning/Design and follow up.	Technical Project Manager	8

	Production Environment Activities	
Landmark Runtime v10 Install - PRODUCTION: Includes installation of Landmark Runtime, Infor Process Automation, security federation between LSF and LMK, and the execution of the PFI migration utilities (if migrating).	System Consultant	INFOR CLOUD OPERATIONS
Subject Matter support to convert existing flows and unit testing	Technical Consultant	40

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Total Estimate	64 hours	

Scope of Project:
Migrate and Upgrade current v9 Process Flow to v10 Infor Process Automation.

Assumptions:
2 LSF Environments requiring IPA/IPI
No Infor services provided to remediate test process flows

Lawson BI Migration

Implementation of Lawson Business Intelligence (LBI)	Infor Role	Quoted Hrs
	Planning	
Project Leadership for the coordination of the overall engagement and resources.	Project Lead	16
	Implementation	
LBI Installation x 2 Instances.	System Consultant	INFOR CLOUD OPERATIONS
LBI Advanced Reconfiguration	System Consultant	40
LBI Technical Consultant to oversee, plan, design and direct overall LBI Initiative.	Technical Consultant	40
Total Estimate	96 hours	

Scope of Project:
Migrate and Upgrade current v9 Lawson Business Intelligence to v10.
2 instances of LBI – Production and Test

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Resources/Training	Hours
Application Initial Install Configuration, Training Workshops, Initial Support, Project Leadership	144
Total Estimate	144 hours

Scope of Project:
Install, workshop training and initial support to setup ION.
Once ION is initially setup and The City of Abilene resources have received training and initial guidance on the tool, additional services may be needed to provide support in developing interfaces and/or flows.
These additional services would be estimated based on The City of Abilene's business and resource needs.

Infor Upgrade10X Lawson

The City of Abilene - Cloud: LSF 901 to v10: To Cloud, Migration and 9.0.1.3 (minimum) to S310 Application Upgrade	Infor Role	Quoted Hrs
	Planning	
Project Leadership for the coordination of the overall engagement and resources.	Project Lead	152
Technical Planning/Design and follow up.	Technical Project Manager	72

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Production Environment Activities		
Standard S310 Install - PRODUCTION: Core Lawson environment and server technology components (including Workspace) along with core business applications. Does not include ProcessFlow/ProcessAutomation.	System Consultant	Provided by INFOR CLOUD OPERATIONS
PROD Technical Migration: LSF 901 to v10: To Cloud, Migration.	System Consultant	40
PROD Application Upgrade Pass #1: 9.0.1.3 (minimum) to S310 Application Upgrade.	System Consultant	40
PROD Application Upgrade Pass #2: 9.0.1.3 (minimum) to S310 Application Upgrade.	System Consultant	32
Additional Application Upgrade Passes can be budgeted at 32 Hours Each and are not included in this estimate.	System Consultant	0
Technical migration remediation assistance.	Technical Consultant	64
Business Consulting for Enterprise Financial Management, Human Capital Management, and Supply Chain Management around Business Process Design Review and knowledge transfer regarding differences from 9.0 to 10.0.	Business Consultant	120

Test Environment Activities		
Standard S310 Install - TEST: Core Lawson environment and server technology components (including Workspace) along with core business applications. Does not include ProcessFlow/ProcessAutomation.	System Consultant	Provided by INFOR CLOUD OPERATIONS
TEST Technical Migration: LSF 901 to v10: To Cloud, Migration.	System Consultant	40
Create (two) TEST product lines as replica's from production S310 product line.	System Consultant	16

Go-Live Activities		
Mock Go-Live for PROD: LSF 901 to v10: To Cloud, Migration (refresh) and 9.0.1.3 (minimum) to S310 Application Upgrade	System Consultant	40
GO-LIVE for PROD: LSF 901 to v10: To Cloud, Migration and 9.0.1.3 (minimum) to S310 Application Upgrade	System Consultant	24
System Consulting - Post Go-live support	Business Consultant	40
Business Consulting - Post Go-live support	Business Consultant	48

Total Estimate	728 hours	

Scope:

Upgrade and migration LSF 9.0.1 to Infor 10 Cloud. Product will be in the Infor Cloud.

1.1 Licensed Software to be implemented as part of the Project scope is:

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	Subscription Software
1	Infor CloudSuite Public Sector Financials and Procurement Subscription
2	Infor Business Intelligence
3	Process Automation Subscription
4	Landmark Technology Runtime Subscription
5	Human Resources Subscription
6	No. American Payroll Subscription
7	Infor ION PROCESS with Business Vault Subscription

License Software Scope Assumptions and Licensee Obligations

- Any subscription software licenses and related hosting services required for this project to move the licensed software to the Infor Cloud will need to be purchased separately by the Licensee and covered by a separate Subscription Software License and Services Agreement. All licensed Subscription Software is subject to the terms of the Subscription License and Services Agreement and nothing herein shall serve to modify such terms or expand the scope of the Subscription Software granted thereunder.
- Installation of subscription software needed to support this project will be performed by Infor under separate contract. As Licensee will be moving to Infor Cloud, Infor will stand up the environments needed to support this project under the Order Form for Subscription License and Services. Infor will coordinate installation activities mutually with the Licensee's technology team.
- Unless otherwise noted, a single centralized environment/instance will be implemented for Licensee, using single common configuration and business processes.
- For all applications listed above, each will be upgraded with the latest generally available Infor software version at the time software delivery. The Licensee intends to upgrade the Infor solution using industry standard best practices with no changes to the source code.
- The City of Abilene has LSF 9.0.1.8 environment
- The City of Abilene Current Operating System is Windows
- The City of Abilene Current database is SQL
- The City of Abilene has two core environments in use... 1) PROD and 2) DEV
- The City of Abilene 3 Product Lines in Production (prod, fstest, train), 5 Product Lines in DEV (ctp, dev, dev2, test, hrtest)
- The City of Abilene uses the Lawson Financials, Procurement, Human Resources, Payroll, MSS/ESS suite of applications.
- The City of Abilene is not utilizing Lawson Talent applications.
- The City is not using Strategic Sourcing.
- The City is not using Smart Office
- The City of Abilene is not utilizing Contract Management
- Lawson Business Intelligence is deployed – version in production is 9.0.4.1.84
- Lawson Process Flow and Infor Process Automation are both being used
- The City of Abilene has existing ProcessFlow Integrator (PFI) flows in production
- The City of Abilene utilizes version Lawson Budget and Planning 9.0.1.1 P23
- LS security is currently implemented and being used
- The City has LS Security custom attributes for:
    - AccountingUnitControl
    - CompanyControl
    - ProcessLevelControl

- TimeBatchControl
- The City has one potential Design Studio customization which may be obsolete pending Kronos implementation at the City.
- The City does not utilize eRecruit. The City utilizes NEOGOV.
- The City has identified approximately 50 interfaces to the Lawson applications.
- The City of Abilene does not utilize Lawson Smart Office
- The City of Abilene will be primarily responsible for all functional testing. Limited functional resources are included to assist.
- The City of Abilene is responsible for any new functionality that they would like to deploy that is available within the applications.
- The City of Abilene is responsible for testing and modifying any customizations to address any issues found in testing.
- The City of Abilene is responsible for testing all integrations to the Lawson applications and any associated modifications to address any issues found in testing.
- Limited technical assistance has been included in this estimate.
- Security assistance is not included in this estimate.
- Upgrade of LBI is assumed to be completed as part of the Infor Upgrade10x
- ProcessFlow will be migrated to Infor Process Automation as part of the project.
- The City of Abilene is responsible for upgrading Lawson Budgeting and Planning to patch 24 prior to the start of the upgrade10x project.
- Lawson V9 to V10 application differences training is included
- Implementation services for any new functionality of Lawson BI is not included

2.0 PROJECT APPROACH

2.1 Implementation Approach – Infor Deployment Method

Infor Deployment Method will be used as the overall governing methodology for all Project related work for the Licensee Project activities associated with implementing the scope described herein.

2.2 Project Governance

Project Change Control Process: Deviations that arise during the proposed Project will be managed using the Project Change Control Process outlined below. Changes could include, but are not limited to, changes in costs, timing, scope, or deliverables.

The Change Control Process will be invoked before any unplanned or out of scope work is executed or any work is completed outside Licensee's regular business hours. Any additional effort/costs as a result of such work would be subject to the following Change Control Process.

If either party believes that a change to this Work Order is necessary, such party shall issue to the other party a written change request ("Change Request"). In the case of a Licensee initiated Change Request, Infor will evaluate the feasibility of the Change Request as soon as practical following receipt and determine the impact to the Project cost and timelines. In instances where specialized resources are requested, but not contained, within the original Project scope, the quoted rate will be established at Infor's then current rate for such services. Infor shall provide Licensee a written statement (a "Change Response") describing in detail:

- Any additional Services to be performed as a result of the Change Request
- The estimated cost associated with such additional Services; and

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- Any other information relating to the Change Request that may reasonably be requested by Licensee.

Licensee shall respond promptly to any Infor-initiated Change Request. If Licensee approves an Infor-initiated Change Request or a Change Response, with such approval to be in writing, such Change Request or Change Response shall be deemed to be a "Change Order." Any duly executed Change Order shall be attached to this Work Order.

The Infor Project Manager and the Licensee Project Manager shall be authorized to administer any Change Order. The estimated Project schedule shall be adjusted accordingly for each Change Order. If Licensee rejects an Infor-initiated Change Request, or any Change Response, Infor and Licensee shall proceed to fulfill their obligations as originally agreed under this Work Order.

2.3 Project Deliverables

As Listed in section 1.0 Project scope.

2.4 Project Activities

Infor proposes an estimated Project schedule duration of approximately six (6) months for all applications being implemented. This Work Order assumes an estimated Project start date of *May 15, 2016*. Any delay of the start date will impact the availability of Project resources, the final production Go-Live date, and will necessitate further discussion to agree on Project schedule.

2.5 Project roles and responsibilities

There are a number of activities that are required to be completed in timely manner by the Licensee in order for the Project to stay on track. A delay in Licensee actions (e.g. availability of key users, executive sponsorship, key decisions, development, migration, timely execution of tasks, etc.), may impact execution of Project tasks by Infor and result in a Change Order.

Resource Assumptions and Licensee Obligations:

The costs and durations contained in this work order are estimates based on preliminary discussions with Licensee personnel.

- Consultants will provide on-site assistance as mutually agreed upon.

- Customer must provide Infor resources with access to all necessary environments and knowledgeable on-site assistance throughout the duration of the project.
- The pricing set forth in this SWO is valid if Licensee returns a signed copy to Infor by April 30, 2016, or if Infor accepts such SWO at a later date by providing Licensee with a fully executed copy.

3.0 GENERAL PROJECT ASSUMPTIONS AND LICENSEE OBLIGATIONS

- Licensee acknowledges that any delays or changes caused by Licensee, Licensee's employees, equipment, contractors, or vendors may cause an increase in the fees required under this Work Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Licensee has supplied to Infor; (b) failure by Licensee to perform any of its responsibilities in a timely manner including the supply to Infor of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Licensee. Changes required to this Work Order a result of any of the foregoing events will be handled using the Project Change Control Process.

- Some tasks may be performed offsite by Infor and Licensee staff members. Infor and Licensee staff will have remote access to Licensee's network and systems as necessary to perform such Project activities.
- Licensee will coordinate facilities and availability of Licensee resources for all required testing of the Licensed Software prior to deployment.
- It is assumed that, at the time of the implementation, the Licensee will be active on Infor Xtreme Support with regards to the licenses being implemented.
- Installation of subscription software needed to support this project will be performed by Infor's Cloud Operations team. These installation activities are out of scope for work to be performed by ICS on this project.

4.0 SERVICES FEE ESTIMATES

The hours and rates listed aside the resource role(s) in the table below represent the "Resource Model" and estimated fees for this Work Order. Should conditions change due to scope, revised skills requirements, and/or any other reason that impacts the availability of the resources fulfilling the role(s) listed in the Resource Model, Infor will offer, via the change order process, alternative resource role(s) as applicable to meet the revised requirements and/or schedule.

Alternate role(s) will be charged at the hourly rate aligned with those roles listed in the table below.

Services Fee Estimates			
Resource Role	**Estimated Hours**	**Hourly / Rate (US$)**	**Estimated Fee (US$)**
COE Consultant, Sr. – Manila Offshore – (System Consultant)	376	$90.00	$33,840
ICS Consultant, Sr. (Technical/IPA Consultant)	80	$210.00	$16,800
ICS Project Manager	184	$240.00	$44,160
ICS Consultant, Sr. – (Business Consultant)	168	$210.00	$35,280
Technical Project Manager	80	$240.00	$19,200
ICS Consultant, Sr. – (ION Consultant)	120	$210.00	$25,200
ION Technical Project Manager	24	$240.00	$5,760
Total Consulting	**1032**		**$180,240**
Infor Education and Training	**24 units**	**$750**	**$18,000**
Total			**$198,240**

***All amounts are in US Dollars unless otherwise specified**

Time and Materials Services:

Estimated time and costs listed in this Work Order represent an estimate only, and actual Project time and cost may vary from the estimates provided. Infor will not bill for, or provide service es hours in excess of what is listed in the table above without a mutually executed Change Order outlining specific and agreed upon changes in scope and/or budget. Licensee's approval of such Change Order will not be unreasonably withheld, conditioned or delayed. All Services are provided on a time and material basis. Billing and payment are not dependent or conditioned on delivery or acceptance of deliverables contemplated herein or any other deliverables. Infor will invoice Licensee for all Services and applicable charges on a semi-monthly basis, as Infor renders the Services or Licensee incurs the charges as

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applicable. Fees do not include applicable taxes, which will be added to each invoice. Licensee will pay each Infor invoice within 30 days of the date on the invoice. This payment obligation is non-cancelable and the amounts are non-refundable. Travel and living expenses are not included in the rates or estimated fees stated herein, and are in addition to such fees. Travel time to and from Licensee's site will be billed at one-half the normal rate. Overtime rates of 150% or the quoted rate apply for "After hours work" and weekend work. "After hours work" is defined as Services performed between 8:00 PM and 6:00 AM. "Weekend work" is defined as Services performed between 8:00PM on Friday and 6:00 AM on Monday. Holiday rates of 200% of the quoted rate apply to all holiday work. Any time period which the parties have agreed that Infor resources shall be "on call" (i.e. available to perform Services upon customer request) will be billed at one-half of the normal rate, provided that any service provided during such a time period shall be billed at the normal rate.

THE PARTIES have executed this Work Order through the signatures of their respective authorized representatives.

INFOR: Infor (US), Inc.	**LICENSEE: City of Abilene**
Signature: Lindsay Pritchard	Signature: _____
Printed Name: Lindsay Pritchard	Printed Name: _____
Title: Associate General Counsel	Title: _____
Address: 380 Saint Peter St.	Address: _____
Address: St. Paul, MN 55102	Address: _____
Signature Date: 4/15/16	Signature Date: _____

Invoices MUST be mailed to:

Company Name*: _____

Contact Name: _____

Address:_____

Address: _____

Phone: _____

Email Address: _____

Delivery Address:
If different from above

Company Name: _____

Contact Name: _____

Address: _____

Address: _____

Phone: _____

Email Address: _____

***If billing entity is different from "Licensee", then, for the avoidance of doubt, Licensee agrees that it remains responsible for the payment of all fees agreed in this Work Order in the case of nonpayment by billing entity.**

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City Council
Agenda Memo

City Council Meeting Date: 4/28/2016

TO: **Robert Hanna, City Manager**

FROM: **Mike Rains, Director of Finance**

SUBJECT: **Resolution: Denial of AEP Texas North Company's (TNC) Application for Distribution Cost Recovery Factor to increase distribution rates within the City of Abilene and approve the Steering Committee's efforts. (Rains)**

GENERAL INFORMATION

On April 6, 2016, AEP Texas North Company ("TNC" or "Company") filed an Application for Approval of a Distribution Cost Recovery Factor ("DCRF") to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of $16,414,394.

The resolution authorizes the City to join with the Cities Served by AEP TNC ("Steering Committee") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

SPECIAL CONSIDERATIONS

The resolution authorizes the City to participate in the Steering Committee as a party in the Company's DCRF filing, Public Utility Commission of Texas (PUC) Docket No. 45788; authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes the Steering Committee to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

The resolution will also find that the Company's application is unreasonable and should be denied, will state that the Company's current rates shall not be changed, the Company will reimburse the cities for their reasonable rate case expenses, and that legal counsel and consultants approved by the Cities will submit monthly invoices that will be forwarded to TNC for reimbursement.

FUNDING/FISCAL IMPACT

The Company (TNC) will reimburse the cities for their reasonable rate case expenses.

All electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted.

STAFF RECOMMENDATION

Staff recommends the denial of the TNC's application for Distribution Cost Recovery Factor and approve the Steering Committee's efforts as outlined in the attached resolution.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
Resolution AEP Denial	Cover Memo

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS FINDING THAT AEP TEXAS NORTH COMPANY'S APPLICATION FOR APPROVAL OF A DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Abilene, Texas ("City") is an electric utility customer of AEP Texas North Company ("TNC" or "Company"), and a regulatory authority with an interest in the rates and charges of TNC; and

WHEREAS, the City is a member of the Cities Served by AEP TNC ("Steering Committee"), a membership of similarly situated cities served by TNC that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in TNC's service area; and

WHEREAS, on or about April 6, 2016 TNC filed with the City an Application for Approval of a Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 45788, seeking to increase electric distribution rates by $16,414,394; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, the Steering Committee is coordinating its review of TNC's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the DCRF.

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

Section 1. That the City is authorized to participate in the Steering Committee in PUC Docket No. 45788.

Section 2. That subject to the right to terminate employment at any time, the City of Abilene hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and

to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by TNC to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by TNC within 30 days of presentation of an invoice to TNC.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to Jay Toungate, American Electric Power Service Corporation, 1201 Elm Street, Suite 800, Dallas, Texas 75270 and to Thomas Brocato, General Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this _____ day of _____, 2016.

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney