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, May 26, 2016 at 8:30 AM at 555 Walnut Street, 2nd Floor Council Chambers, 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 Kyle McAlister

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

4. PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUCEMENTS

1. Swear in Council - Administer the Oath of Office to Councilman McAlister and Councilman Savage
2. Jason and Angela Beard – Cordell's of Abilene
   2016 Small Business Administration Persons of the Year

5. MINUTES

1. Approval of the Minutes from the Regular Council Meeting May 12th, and the Special Called Meeting May 16th, 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)* **Z-2016-18** A request from Beltway Park Church, agent Bruce Reinhardt, to rezone property from PH (Single-Family Residential

Patio Home) & AO (Agricultural Open Space) to PD (Planned Development) zoning, located at 2850 Hwy 351; and setting a public hearing for June 9, 2016. ***(Schoening)***

2. **Ordinance:** *(First Reading)* **Z-2016-19** A request from Larry Whitten, agent Alex Whitten, to rezone property from RS-8 (Single-Family Residential) to NO (Neighborhood Office) zoning, located at 2959 Buffalo Gap Rd; and setting a public hearing for June 9, 2016. ***(Schoening)***

3. **Ordinance:** *(First Reading)* **Z-2016-20** A request from JR Team Holdings, LLC, agent Maxey Sheppard, to rezone property from AO (Agricultural Open Space) to NR (Neighborhood Retail) zoning, being a 2 acre tract located at 6834 E. Lake Rd; and setting a public hearing for June 9, 2016. ***(Schoening)***

4. **Oral Resolution:** Street Use License Agreement with Abilene Cultural Affairs Council and The Center for Contemporary Arts for 2016 "Children's Art & Literacy Festival" ***(Rice)***

5. **Resolution:** Acceptance of Donated Land Located behind the Alameda Community Center to be Developed for Park Purposes. ***(Andrews)***

6. **Resolution**: Appointing an Infection Control Officer and Alternate Infection Control Officer for the City.***(Andrews)***

7. REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

1. **Ordinance & Public Hearing:** Tabled Item *(Final 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. ***(Schoening)***

2. **Oral Resolution & Public Hearing** – Application/Permit to Drill and/or Operate an Oil and/or Gas well: Schkade Bros. Operating Company of Abilene, Texas "West Vogel Unit No. 1" located northwest of the intersection of Vogel Avenue and Bridge Avenue. ***(Rice)***

3. **Resolution**: Authorizing the City Manager enter to into a contract with Justice Construction, Inc. and to expend Public, Education & Government funds for the meeting room at the South Branch Library.***(Andrews)***

4. **Resolution**: Authorizing the City Manager to execute an amendment to the Memorandum Agreement between the City of Abilene and the Friends of the Abilene Public Library for the construction of the improvements in the new south branch location of the Abilene Public Library. ***(Andrews)***

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

1. Action if needed from Executive Session

10. REGULAR AGENDA

1. **Oral Resolution**: Approving the appointment of Mayor Pro-tem(s)

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 ___20__ day of May, 2016, at ____4:00 pm_____.

_____

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. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
3. Gary Lee and Marilu Lee Corpian v. City of Abilene, Cause No. 48,766-A in the 42nd District Court 2015
4. 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
5. 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
6. Abilene Matera LLC v. Board of Building Standards for the City of Abilene and City of Abilene, Cause No. 10696-D. March 17, 2016.
7. 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
8. E.G., et al. v. Barry Bond, City of Abilene, and Abilene Independent School District, Case 1:16-cv-00068-BL, U.S. District Court, Northern District, Abilene Division, filed April 28, 2016

A) Consultation with Attorney regarding possible Payday Lending Ordinance.

(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: 5/26/2016

TO: **Robert Hanna, City Manager**

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

SUBJECT: **Ordinance:** ***(First Reading)*** **Z-2016-18 A request from Beltway Park Church, agent Bruce Reinhardt, to rezone property from PH (Single-Family Residential Patio Home) & AO (Agricultural Open Space) to PD (Planned Development) zoning, located at 2850 Hwy 351; and setting a public hearing for June 9, 2016.** ***(Schoening)***

GENERAL INFORMATION

Currently the property is developed with a church facility. The adjacent properties are primarily undeveloped except for single-family homes & duplexes to the west within the Heritage Parks subdivision. The applicant is proposing MD zoning as the underlying zoning to match the zoning to the northwest. They are also requesting to allow for NR (Neighborhood Retail) district uses provided they are located within the church building(s). Additionally, a coffee shop use (defined as a 'Restaurant, Fast Food') would be allowed by right and would not be subject to the Conditional Use Permit approval process. The zoning would allow for a coffee shop, a bookstore, and other accessory retail uses when located within the church building.

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential'. Highway 351 is designated as an 'arterial' roadway and is an entryway into the city from the northeast. The property is near the 'Major Commercial/Business Center' located at Interstate 20. The requested PD zoning would allow for the retail uses while maintaining the existing use. The request 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 by a vote of four (4) in favor (Calk, Dunnahoo,

Famble, & McClarty), none opposed, and one (1) abstained (Bixby).

ATTACHMENTS:

Description	Type
Proposed PD Ordinance	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, CONCERNING PD-153 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 26th day of May 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 15th day of April, 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 9th day of June, 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 9th day of June, 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.

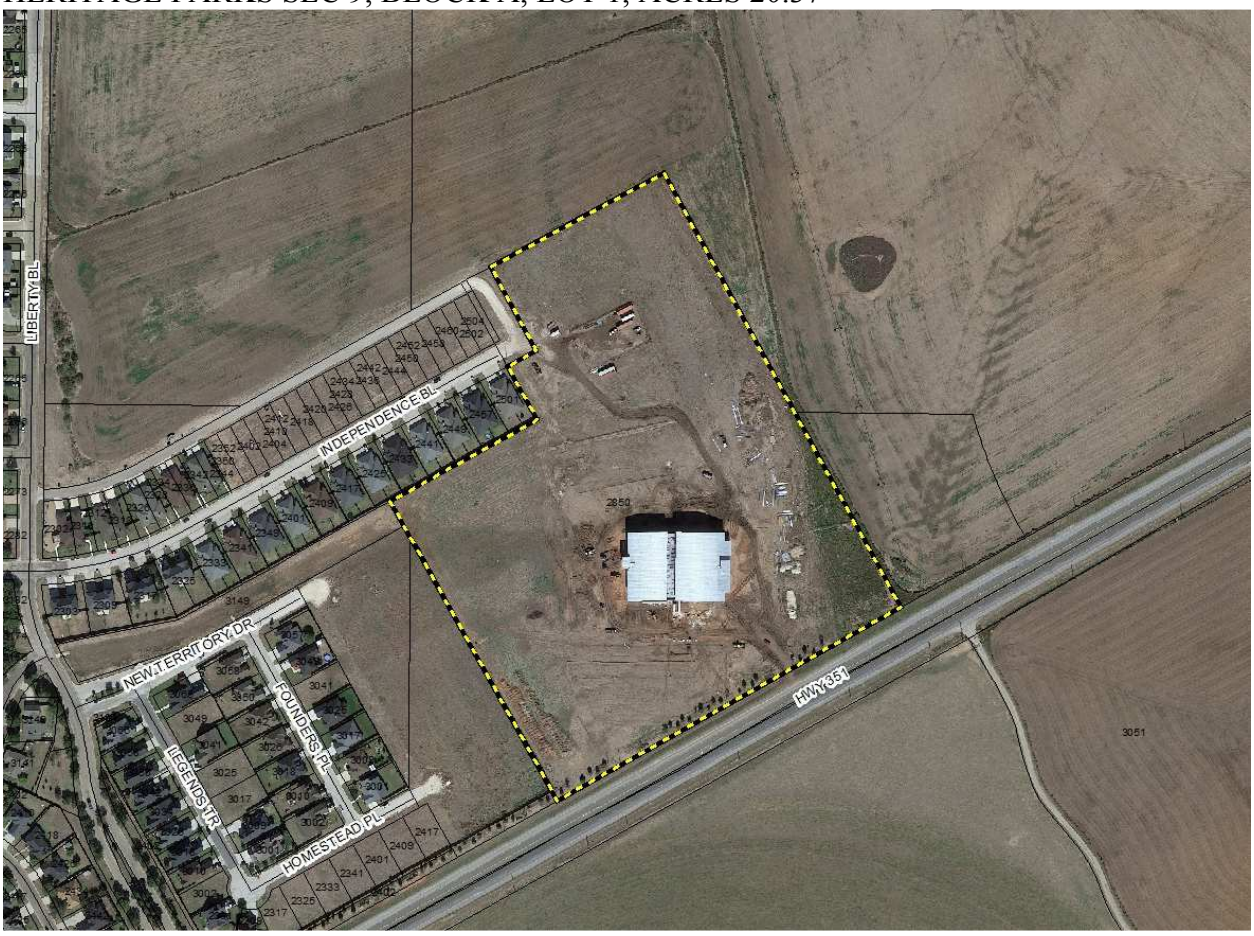
PART 3: Building Specifications. All structures in the herein said Planned Development shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

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 PH (Single-Family Residential Patio Home) & AO (Agricultural Open Space) 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:

HERITAGE PARKS SEC 9, BLOCK A, LOT 1, ACRES 20.37



Location:
2850 Hwy 351

PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for retail activity (coffee shop, bookstore, etc.) in association with the existing church.

PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the MD (Medium Density Residential) zoning district, except as modified below:

1) PERMITTED USES:
   a. In addition to the land uses permitted in the MD district, all land uses permitted in the NR (Neighborhood Retail) district shall be allowed provided they are located within the church building(s).

   b. A coffee shop use (defined as a 'Restaurant, Fast Food') would be allowed by right and would not be subject to the Conditional Use Permit approval process.

2) DEVELOPMENT REGULATIONS:
   a. No additional parking beyond that required for the church building shall be required for NR district uses located within the church building(s).

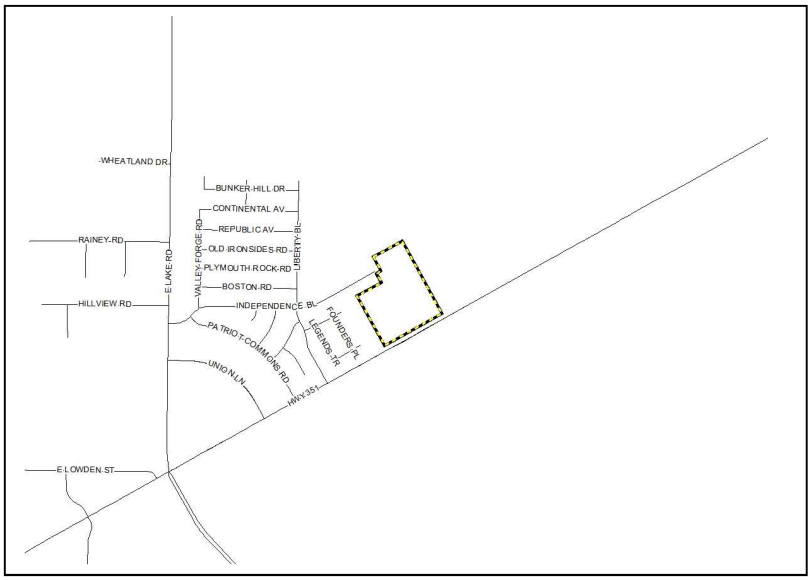
   b. No additional screening beyond that already in place shall be required.

   c. Sign standards shall be consistent with those in the NR district.

-END-

ZONING CASE Z-2016-18
STAFF REPORT

APPLICANT INFORMATION:
Beltway Park Church
Agent: Bruce Reinhardt



HEARING DATES:
P & Z Commission: May 2, 2016
City Council 1st Reading: May 26, 2016
City Council 2nd Reading: June 9, 2016

LOCATION:
2850 Hwy 351

REQUESTED ACTION:
Rezone property from PH (Single-Family Residential Patio Home) & AO (Agricultural Open Space to PD (Planned Development) zoning

SITE CHARACTERISTICS:
The subject parcel totals approximately 20.37 acres and is currently zoned PH & AO. It is currently developed with church facility. The adjacent properties are zoned AO to the north, east, & south, and PH, MD (Medium Density) & TH (Single-Family Residential Townhouse) to the west.

ZONING HISTORY:
The property was annexed in 1982 and zoned PH sometime after.

ANALYSIS:
- <u>Current Planning Analysis</u>
  Currently the property is developed with a church facility. The adjacent properties are primarily undeveloped except for single-family homes & duplexes to the west within the Heritage Parks subdivision. The applicant is proposing MD zoning as the underlying zoning to match the zoning to the northwest. They are also requesting to allow for NR (Neighborhood Retail) district uses provided they are located within the church building(s). Additionally, a coffee shop use (defined as a 'Restaurant, Fast Food') would be allowed by right and would not be subject to the Conditional Use Permit approval process. The zoning would allow for a coffee shop, a bookstore, and other accessory retail uses when located within the church building.

- <u>Comprehensive Planning Analysis</u>
  The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential'. Highway 351 is designated as an 'arterial' roadway and is an entryway into the city from the northeast. The property is near the 'Major Commercial/Business Center' located at Interstate 20. The requested PD zoning would allow for the retail 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.

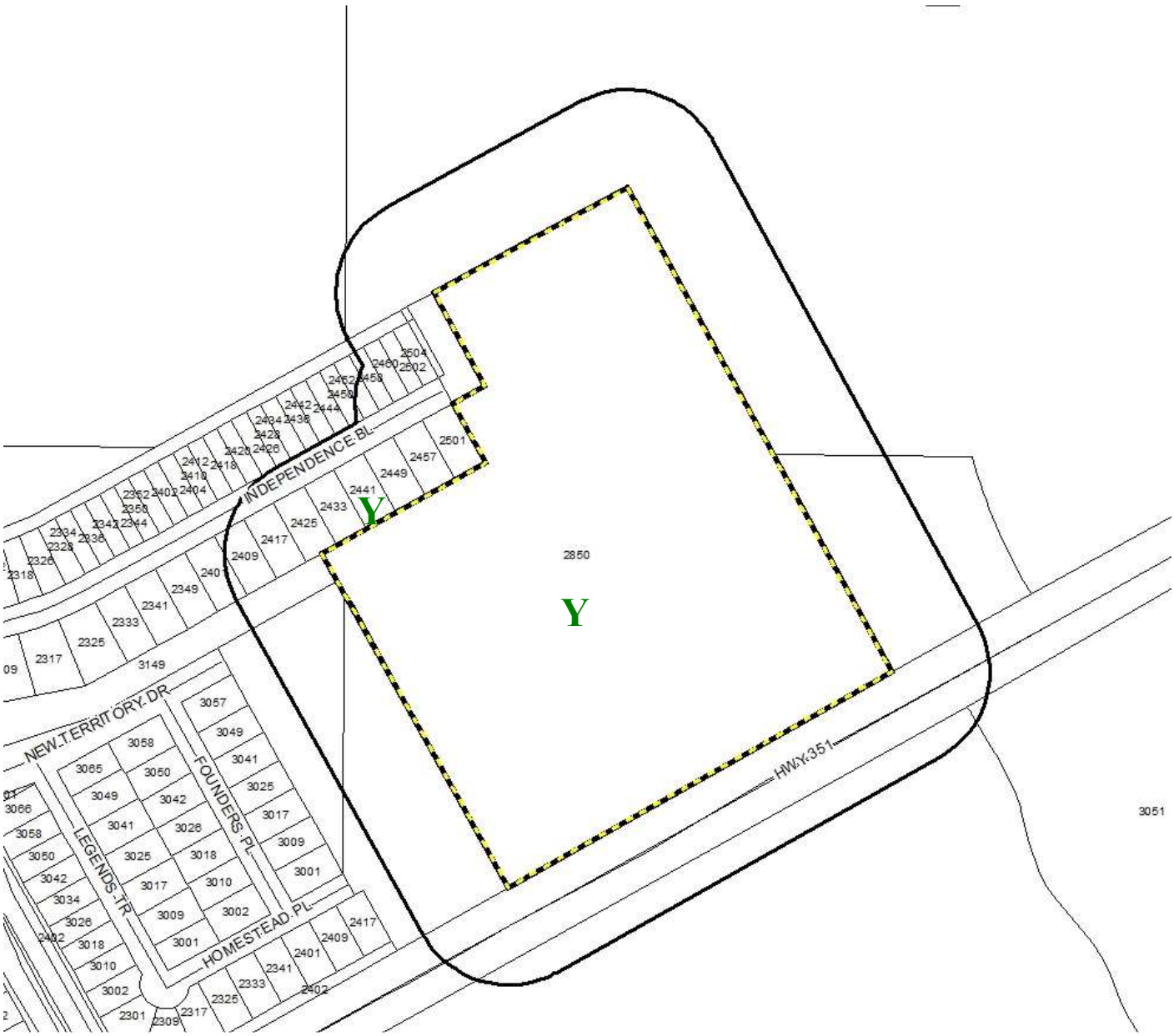
PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission recommends approval by a vote of four (4) in favor (Calk, Dunnahoo, Famble, & McClarty), none opposed, and one (1) abstained (Bixby).

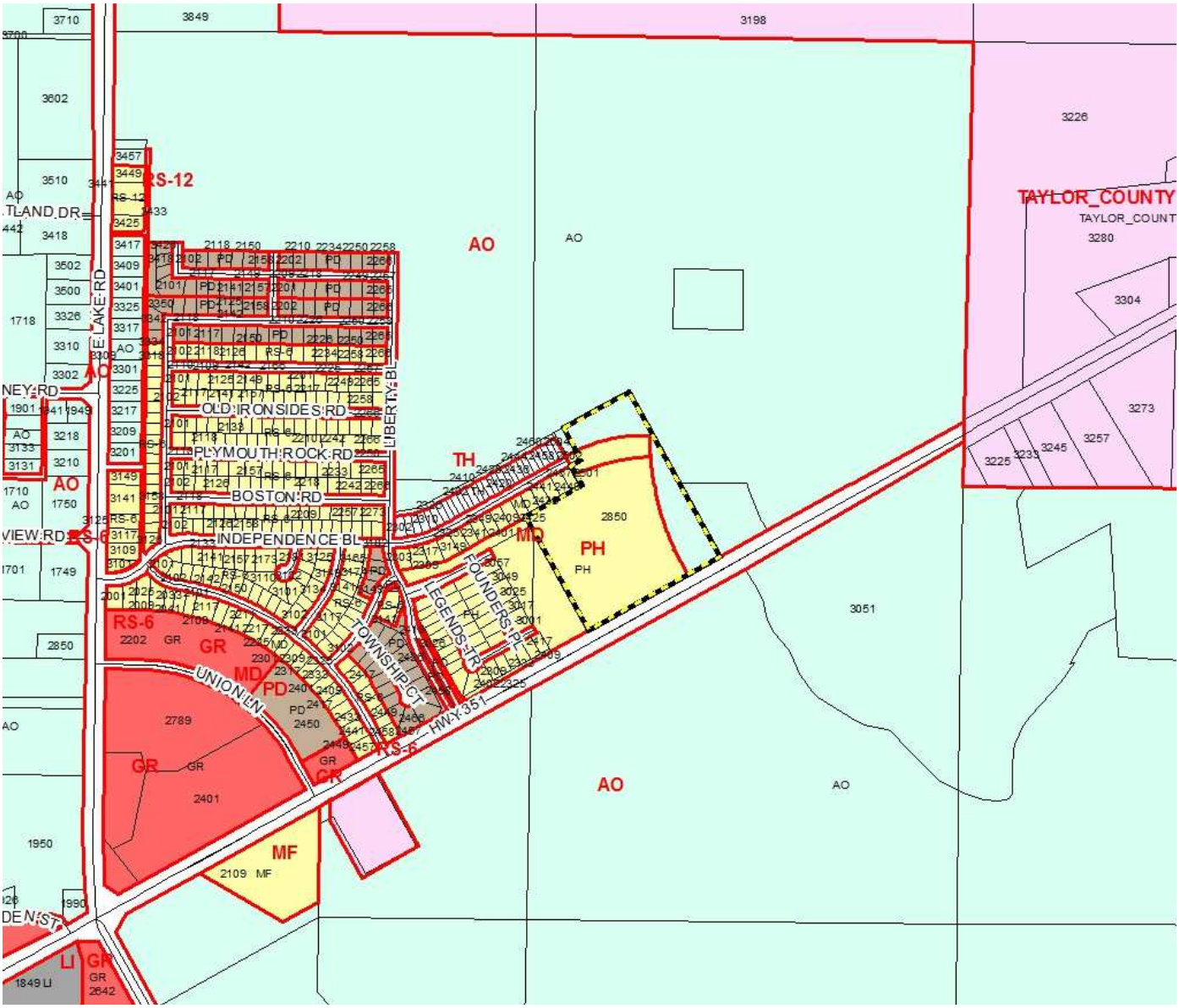
NOTIFICATION:
Property owners within a 200-foot radius were notified of the request.

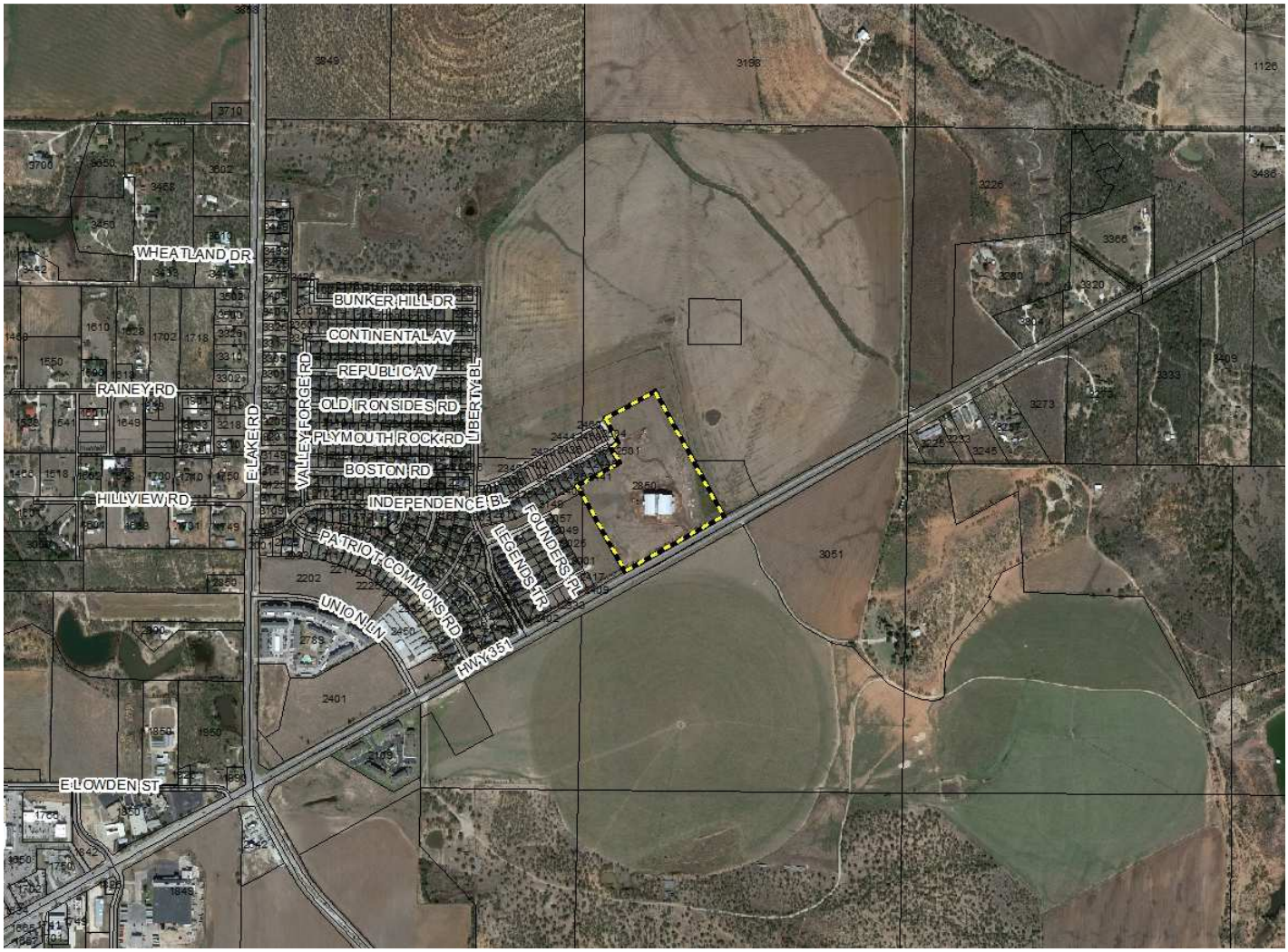
OWNER	ADDRESS	RESPONSE
BURLESON CLARK ENT LLC	2460 INDEPENDENCE BL	
SHERRY KAYNA	2503 INDEPENDENCE BL	
JACKSON STEVE	2502 INDEPENDENCE BL	
NEXTPHASE CONSTRUCTION LLC	2442 INDEPENDENCE BL	
PENNINGTON MATTHEW L	2457 INDEPENDENCE BL	
MASCORRO BRANDON & WHITNEY	2433 INDEPENDENCE BL	
NEXTPHASE CONSTRUCTION LLC	2434 INDEPENDENCE BL	
JACKSON STEVE	2504 INDEPENDENCE BL	
MTB PROPERTIES LLC - 2011	2425 INDEPENDENCE BL	
LOUDERMILK JAMES A JR		
NEXTPHASE CONSTRUCTION LLC	2436 INDEPENDENCE BL	
LOUDERMILK JAMES A JR		
HELD TONY & GINGER G	2426 INDEPENDENCE BL	
HELD TONY & GINGER G	2452 INDEPENDENCE BL	
CONTRACTORS SERVICE LTD		
COOKE ROY DBA	2441 INDEPENDENCE BL	In Favor
MUSGRAVE & MUSGRAVE LLP	3149 LIBERTY BL	
CONTRACTORS SERVICE LTD		
HELD TONY & GINGER G	2428 INDEPENDENCE BL	
MTB PROPERTIES LLC - 2011	2409 INDEPENDENCE BL	
MTB PROPERTIES LLC - 2011	2417 INDEPENDENCE BL	
BURLESON CLARK ENT LLC	2458 INDEPENDENCE BL	
NEXTPHASE CONSTRUCTION LLC	2444 INDEPENDENCE BL	
MTB PROPERTIES LLC - 2011	2401 INDEPENDENCE BL	
HELD TONY & GINGER G	2450 INDEPENDENCE BL	
BELTWAY PARK BAPTIST	2850 HWY 351	In Favor
CONTRACTORS SERVICE LTD		
MUSGRAVE KENNETH L LTD		
GIST KAREN ANN	2449 INDEPENDENCE BL	
CONTRACTORS SERVICE LTD		

2 in Favor- **Y**

0 Opposed- **N**




AO
TAYLOR_COUNTY
RS-12
OLD IRONSIDES RD
PLYMOUTH ROCK RD
BOSTON RD
INDEPENDENCE BL
LIBERTY BL
TH
MD
PH
RS-6
GR
UNION LN
TOWNSHIP CT
FOUNDERS PL
LEGENDS TR
HWY 351
MF
LI


WHEATLAND DR
BUNKER HILL DR
CONTINENTAL AV
REPUBLIC AV
OLD IRONSIDES RD
PLYMOUTH ROCK RD
BOSTON RD
INDEPENDENCE BL
PATRIOT COMMONS RD
UNION LN
HWY 351
E LOWDEN ST
RAINEY RD
HILLVIEW RD
E LAKE RD
VALLEY FORGE RD
LIBERTY BL
FOUNDERS PL
LEGENDS TR

LIBERTY BL
INDEPENDENCE BL
NEW TERRITORY DR
FOUNDERS PL
LEGENDS TR
HOMESTEAD PL
HWY 351

City Council
Agenda Memo

City Council Meeting Date: 5/26/2016

TO: **Robert Hanna, City Manager**

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

SUBJECT: **Ordinance:** ***(First Reading)*** **Z-2016-19 A request from Larry Whitten, agent Alex Whitten, to rezone property from RS-8 (Single-Family Residential) to NO (Neighborhood Office) zoning, located at 2959 Buffalo Gap Rd; and setting a public hearing for June 9, 2016.** ***(Schoening)***

GENERAL INFORMATION

Currently the property is developed with a single-family residence. The adjacent properties are primarily developed with single-family homes to the north, south & east. There is a mix of duplexes, single-family homes, & a church to the west across Buffalo Gap Rd. The applicant is requesting the NO zoning for development of a neighborhood office building.

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential'. Buffalo Gap Rd is designated as an 'arterial' roadway and is also designated as an "enhancement corridor" north of Winters Freeway. The general area on the east side of Buffalo Gap Rd is developed with single-family homes. The NO district was created to be used in mid-block locations along an arterial road and when adjacent to residential uses. The request 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 by a vote of five (5) in favor (Bixby, Calk, Dunnahoo, Famble, & McClarty) and none opposed.

ATTACHMENTS:

Description	Type
Ordinance Cover	Ordinance
Ordinance Exhibit	Ordinance
Staff Report with Maps	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, 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 26th day of May, 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 15th day of April, 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 9th day of June, 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 9th day of June, A.D. 2016.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from RS-8 (Single-Family Residential) to NO (Neighborhood Office) zoning.

Legal Description:

EDGEMONT ADDN, BLOCK 1, LOT S109 OF 3

Location:
2959 Buffalo Gap Rd

-END-

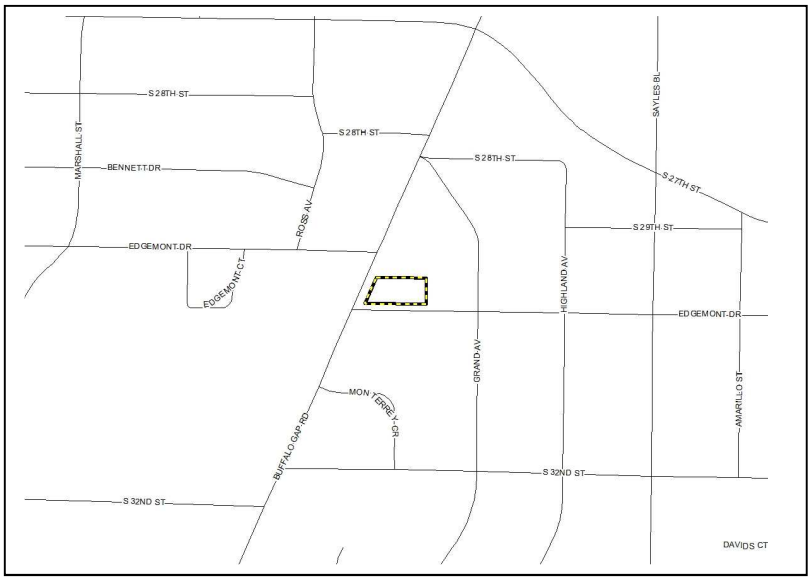
ZONING CASE Z-2016-19
STAFF REPORT

APPLICANT INFORMATION:
Larry Whitten
Agent: Alex Whitten

HEARING DATES:
P & Z Commission: May 2, 2016
City Council 1st Reading: May 26, 2016
City Council 2nd Reading: June 9, 2016

LOCATION:
2959 Buffalo Gap Rd

REQUESTED ACTION:
Rezone property from RS-8 (Single-Family Residential) to NO (Neighborhood Office) zoning



SITE CHARACTERISTICS:
The subject parcel totals approximately 0.59 acres and is currently zoned RS-8. It is currently developed with a single-family residence. The adjacent properties are zoned RS-8 to the north, east, & south, and NO & RS-6 (Single-Family Residential) to the west.

ZONING HISTORY:
The property was annexed in 1951 and zoned RS-8 sometime after.

ANALYSIS:
- <u>Current Planning Analysis</u>
  Currently the property is developed with a single-family residence. The adjacent properties are primarily developed with single-family homes to the north, south & east. There is a mix of duplexes, single-family homes, & a church to the west across Buffalo Gap Rd. The applicant is requesting the NO zoning for development of a neighborhood office building.

- <u>Comprehensive Planning Analysis</u>
  The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential'. Buffalo Gap Rd is designated as an 'arterial' roadway and is also designated as an "enhancement corridor" north of Winters Freeway. The general area on the east side of Buffalo Gap Rd is developed with single-family homes. The NO district was created to be used in mid-block locations along an arterial road and when adjacent to residential uses. The request zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

PLANNING STAFF RECOMMENDATION:
Staff recommends approval.

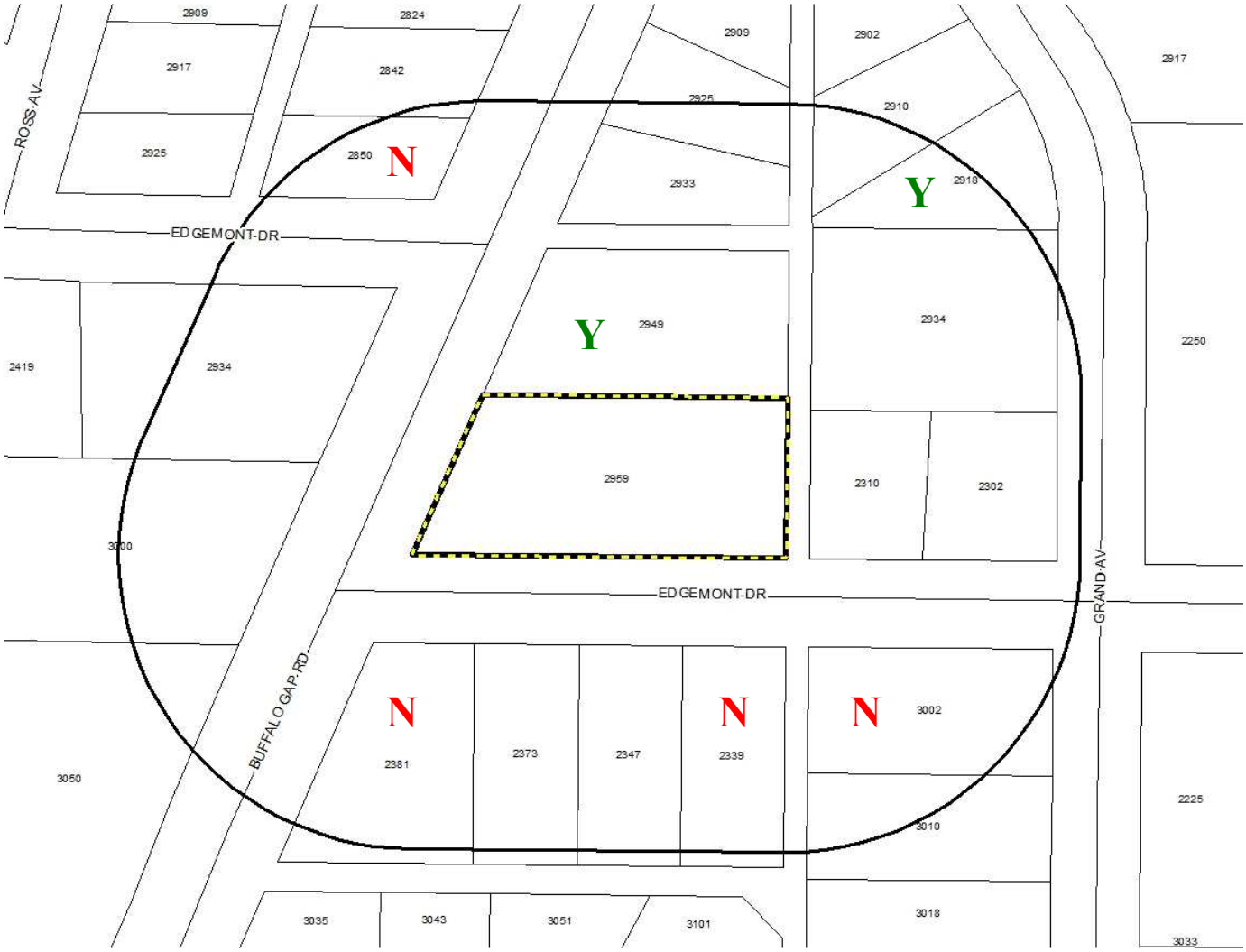
PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission recommends approval by a vote of five (5) in favor (Bixby, Calk, Dunnahoo, Famble, & McClarty) and none opposed.

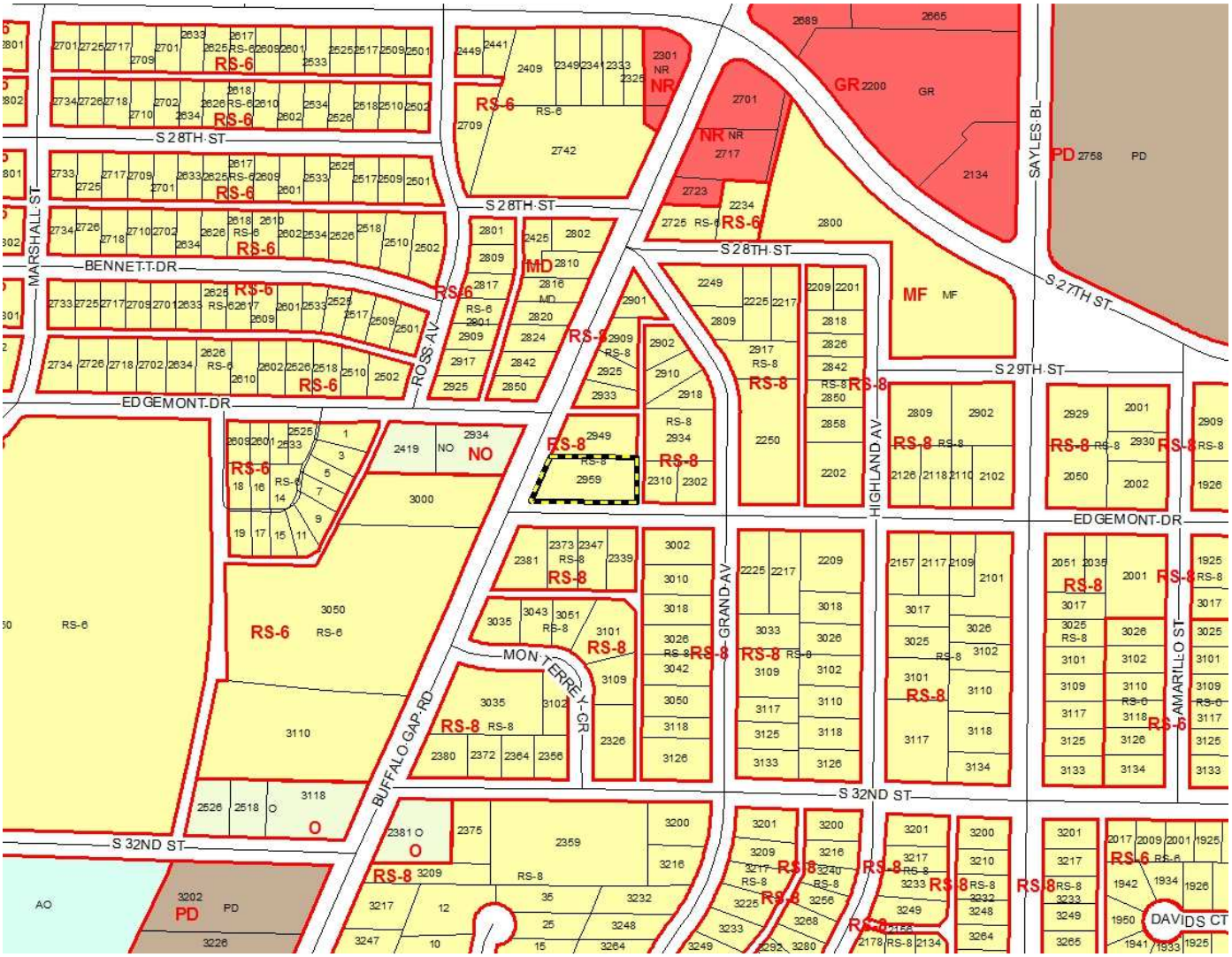
NOTIFICATION:
Property owners within a 200-foot radius were notified of the request.

OWNER	ADDRESS	RESPONSE
HARRIS TIM & RHONDA	3002 GRAND AV	Opposed
WHITE GREGORY S	3010 GRAND AV	
THORNTON M J & RUTH L	2925 BUFFALO GAP RD	
WELCH GARY W	2933 BUFFALO GAP RD	
AVILES BRIAN & JENNIFER DESVERNINE	2347 EDGEMONT DR	
HINES CHAD N & BRANDI M	2339 EDGEMONT DR	Opposed
KRIEGER KATHY HARKEY	2373 EDGEMONT DR	
GILCHREST KENNETH	2934 GRAND AV	
BRYSON ELIZABETH MARIE WRIGHT	2310 EDGEMONT DR	
LWMW MANAGEMENT LLC	2959 BUFFALO GAP RD	
BAINBRIDGE JAMES LEONARD & SHERRY	2842 BUFFALO GAP RD	
WILLIS KELLY STEPHANIE	2910 GRAND AV	
HERITAGE BAPTIST CHURCH OF ABILENE	2934 BUFFALO GAP RD	
FRICK KENNETH D JR & JOANNA M	2949 BUFFALO GAP RD	In Favor
MC CLURE FRANCES INC	2850 BUFFALO GAP RD	Opposed
HAMMOND ROBERT DEREK	2302 EDGEMONT DR	
HAILEY NORMAN HARRELL	2918 GRAND AV	In Favor
COOTS PAULA	2381 EDGEMONT DR	Opposed
HERITAGE BAPTIST CHURCH OF ABILENE	3050 BUFFALO GAP RD	
HERITAGE BAPTIST CHURCH OF ABILENE	3000 BUFFALO GAP RD	

2 in Favor- **Y**

4 Opposed- **N**




S 28TH ST
BENNETT DR
EDGEMONT DR
MARSHALL ST
ROSS AV
BUFFALO GAP RD
MONTERREY CR
GRAND AV
HIGHLAND AV
S 29TH ST
S 27TH ST
SAYLES BL
AMARILLO ST
S 32ND ST
DAVIDS CT
RS-6
RS-8
MD
NR
GR
PD
MF
NO
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AO

S 28TH ST
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MARSHALL ST
BENNETT DR
ROSS AV
EDGEMONT DR
EDGEMONT CT
SAYLES BL
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GRAND AV
AMARILLO ST
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BUFFALO GAP RD
S 32ND ST
S 32ND ST
DAVIDS CT

ROSS AV
EDGEMONT DR
BUFFALO GAP RD
EDGEMONT DR
GRAND AV

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

CASE #: Z–2016-19
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: HINES CHAD N & BRANDI M
Address: 2339 EDGEMONT DR

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:

We do not want or need a business in a residential area! There is no room for that or the traffic! Do not Allow this!!!!

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

CASE #: Z–2016-19
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: FRICK KENNETH D JR & JOANNA M
Address: 2949 BUFFALO GAP 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:

So many other properties on Buffalo Gap Road have changed zoning for commercial business, think this is only fair. Plus it is a large lot that faces Buffalo Gap Road.

For the PLANNING & ZONING COMMISSION

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

CASE #: Z–2016-19

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: COOTS PAULA
Address: 2381 EDGEMONT DR

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:

For the PLANNING & ZONING COMMISSION

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

CASE #: Z–2016-19

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: MC CLURE FRANCES INC
Address: 2850 BUFFALO GAP 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:

For the PLANNING & ZONING COMMISSION

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

CASE #: Z–2016-19

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: HARRIS TIM & RHONDA
Address: 3002 GRAND AV

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:

City Council
Agenda Memo

City Council Meeting Date: 5/26/2016

TO: **Robert Hanna, City Manager**

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

SUBJECT: **Ordinance:** ***(First Reading)*** **Z-2016-20 A request from JR Team Holdings, LLC, agent Maxey Sheppard, to rezone property from AO (Agricultural Open Space) to NR (Neighborhood Retail) zoning, being a 2 acre tract located at 6834 E. Lake Rd; and setting a public hearing for June 9, 2016.** ***(Schoening)***

GENERAL INFORMATION

Currently the property is undeveloped. The adjacent properties are primarily undeveloped. The Abilene Gun Club exists to the east across E. Lake Rd. The applicant is requesting the NR zoning for development of a small retail building.

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential' and 'restricted open space'. East Lake Rd is designated as an 'arterial' roadway. The Abilene Gun Range exists on the east side of E. Lake Rd. The NR district was created to be used in appropriate locations along an arterial road and when adjacent to or nearby residential uses. The area is considered part of the Lake Fort Phantom Hill area where it is anticipated that development will contribute to a lakeside setting. Small retail properties such as this would contribute to the area while supporting the nearby residential uses. The request 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 by a vote of five (5) in favor (Bixby, Calk, Dunnahoo, Famble, & McClarty) and none opposed.

ATTACHMENTS:

Description	Type
Ordinance Cover	Ordinance
Ordinance Exhibit	Ordinance
Staff Reports 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 26th day of May, 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 15th day of April, 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 9th day of June, 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 9th day of June, A.D. 2016.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

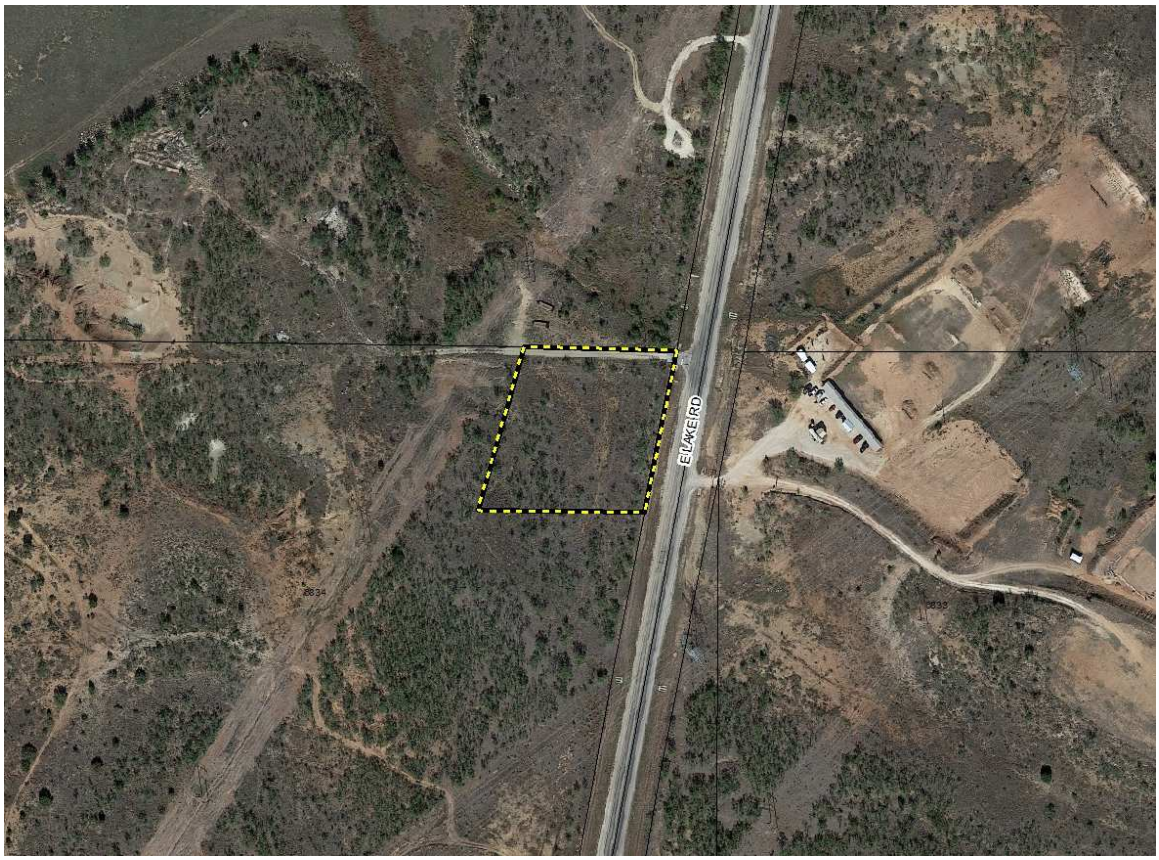
ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from AO (Agricultural Open Space) to NR (Neighborhood Retail) zoning.

Legal Description:

BEING A 2.0 ACRE TRACT OUT OF THE J0299 SUR 76 J SELLERS SURVEY



Location:
Being a 2 acre tract located at 6834 E. Lake Rd

-END-

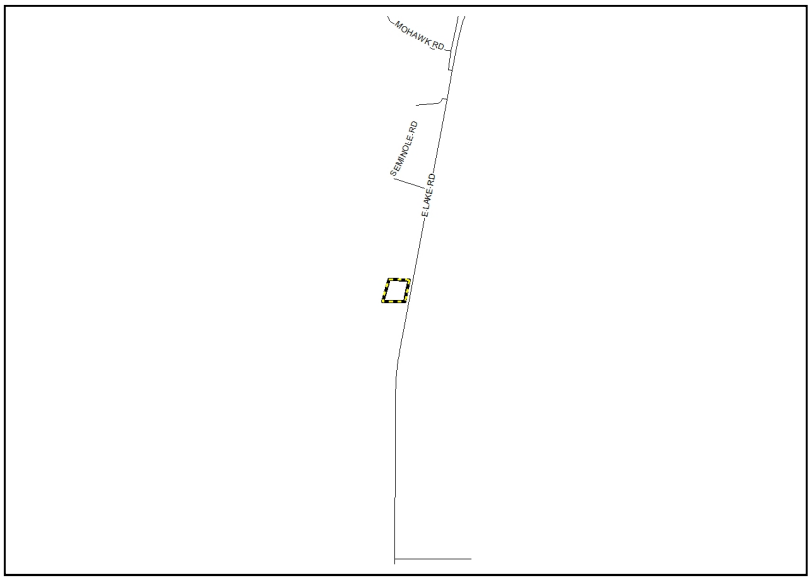
ZONING CASE Z-2016-20
STAFF REPORT

APPLICANT INFORMATION:
JR Team Holdings, LLC
Agent: Maxey Sheppard

HEARING DATES:
P & Z Commission: May 2, 2016
City Council 1st Reading: May 26, 2016
City Council 2nd Reading: June 9, 2016

LOCATION:
6834 E. Lake Rd

REQUESTED ACTION:
Rezone property from AO (Agricultural Open Space) to NR (Neighborhood Retail) zoning



SITE CHARACTERISTICS:
The subject parcel totals approximately 2.00 acres and is currently zoned AO. It is undeveloped. The adjacent properties are zoned AO to the north, south, east, & west.

ZONING HISTORY:
The property was annexed in 1983 and zoned AO at that time.

ANALYSIS:
- Current Planning Analysis
  Currently the property is undeveloped. The adjacent properties are primarily undeveloped. The Abilene Gun Club exists to the east across E. Lake Rd. The applicant is requesting the NR zoning for development of a small retail building.

- Comprehensive Planning Analysis
  The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential' and 'restricted open space'. East Lake Rd is designated as an 'arterial' roadway. The Abilene Gun Range exists on the east side of E. Lake Rd. The NR district was created to be used in appropriate locations along an arterial road and when adjacent to or nearby residential uses. The area is considered part of the Lake Fort Phantom Hill area where it is anticipated that development will contribute to a lakeside setting. Small retail properties such as this would contribute to the area while supporting the nearby residential uses. The request zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

PLANNING STAFF RECOMMENDATION:
Staff recommends approval.

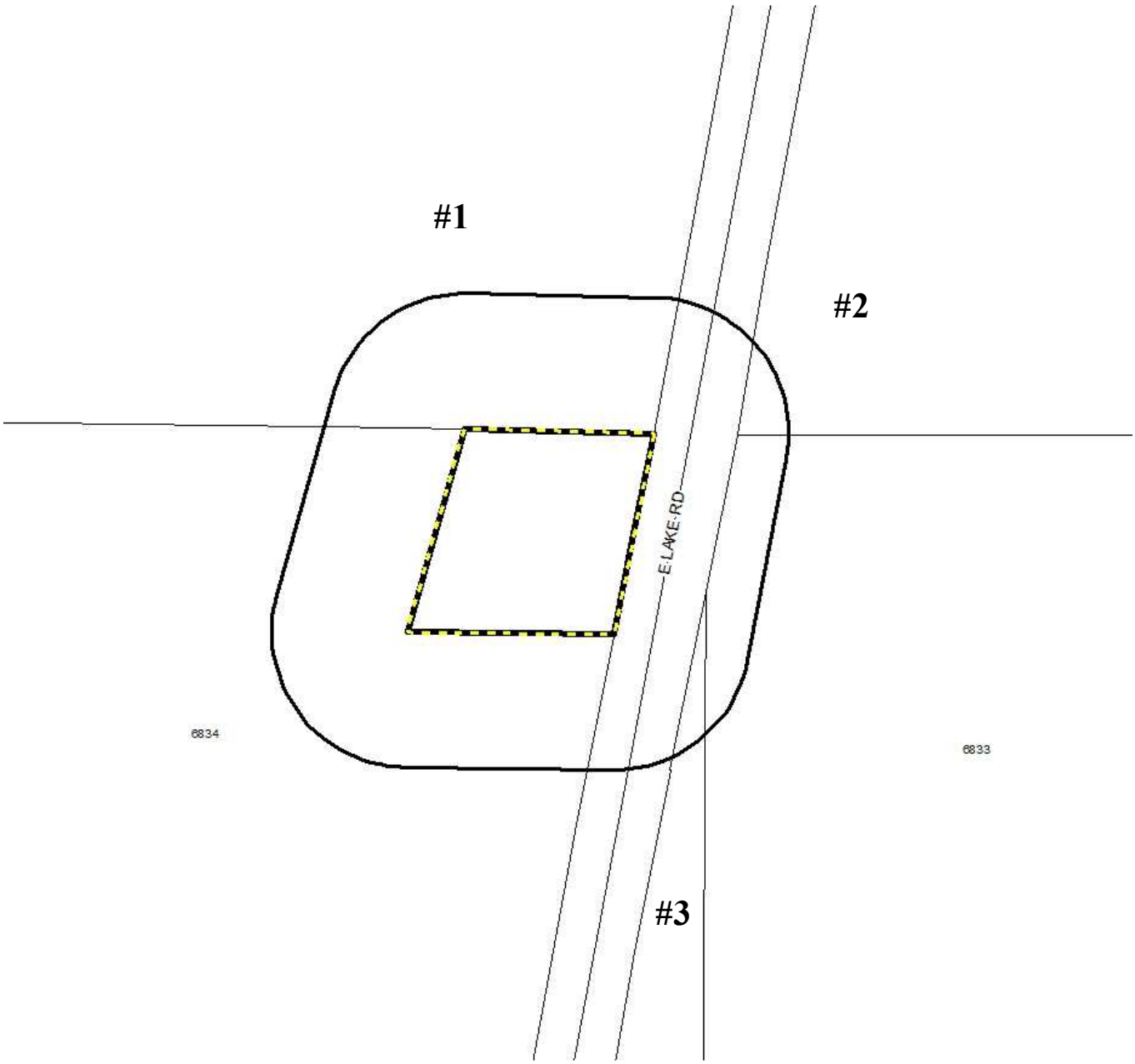
PLANNING AND ZONING COMMISSION RECOMMENDATION:
The Planning and Zoning Commission recommends approval by a vote of five (5) in favor (Bixby, Calk, Dunnahoo, Famble, & McClarty) and none opposed.

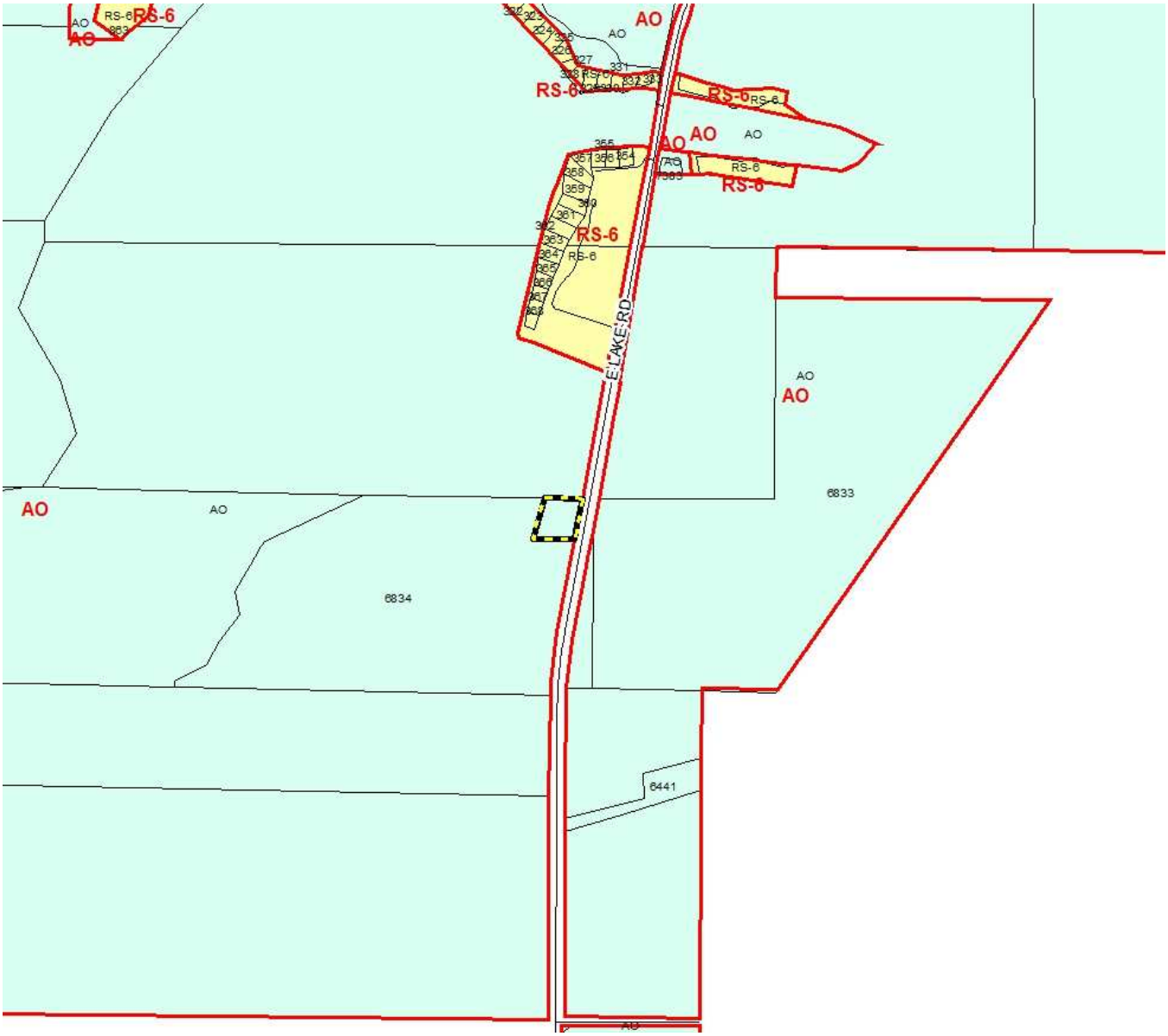
NOTIFICATION:
Property owners within a 200-foot radius were notified of the request.

OWNER	ADDRESS	RESPONSE
City Of Abilene (#1)		
City Of Abilene (#2)		
City of Abilene (#3)		
MASSINGILL GARY L	6834 E LAKE RD	
City Of Abilene (ABILENE GUN CLUB)	6833 E LAKE RD	

0 in Favor- **Y**

0 Opposed- **N**

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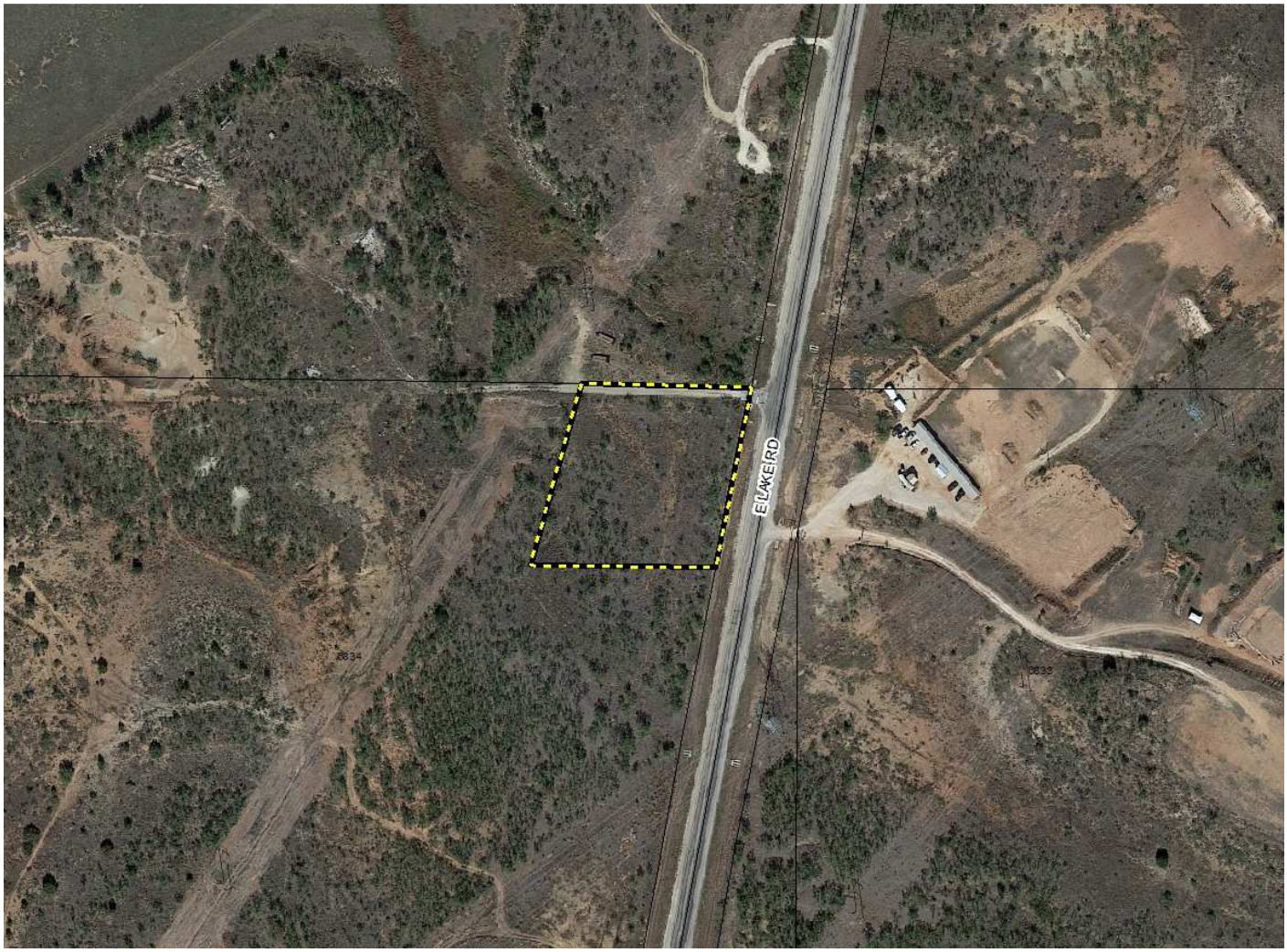
MOHAWK RD
SEMINOLE RD
ELAKE RD


E LAKE RD

City Council
Agenda Memo

City Council Meeting Date: 5/26/2016

TO: **Robert Hanna, City Manager**

FROM: **Michael Rice, Director of Public Works**

SUBJECT: **Oral Resolution: Street Use License Agreement with Abilene Cultural Affairs Council and The Center for Contemporary Arts for 2016 "Children's Art & Literacy Festival"** ***(Rice)***

GENERAL INFORMATION

The Abilene Cultural Affairs Council and The Center for Contemporary Arts have submitted a Street Use License (SUL) application to hold a public event entitled "Children's Art & Literacy Festival" within the public right-of-way on North 1st Street and Cedar Street. The applicant wishes to close North 1st Street from the east right-of-way line of Cedar Street to the west right-of-way line of Cypress Street and Cedar Street from north right-of-way line of North 1st Street to the south right-of-way line of North 2nd for this event. The event will take place from Thursday, June 9th through Saturday, June 11th, 2016 throughout much of downtown. However, the applicant only wishes to close the aforementioned right-of-way for the event during the following times:

From 3:00 p.m. – 9:00 p.m. on Thursday, June 9, 2016
From 8:00 a.m. – 6:00 p.m. on Friday, June 10, 2016
From 8:00 a.m. – 6:00 p.m. on Saturday, June 11, 2016

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff has reviewed this request and recommends that the City Council, by oral resolution, authorize the Mayor to execute the attached Street Use License Agreement with the Abilene Cultural Affairs Council and The Center for Contemporary Arts for the 2016 "Children's Art & Literacy Festival" event.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

	Description	Type
	Street Use Lic	Cover Memo

THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT
SHORT TERM

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this ____ day of _____, A.D., 2016 , by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and Abilene Cultural Affairs Council & The Center for Contemporary Arts hereinafter referred to as "Licensee".

WITNESSETH:

That City, pursuant to Chapter 29, "Streets and Sidewalks", Article V, "Street Use License", does hereby grant to Licensee the privilege of using the following described public property, to-wit:

Closure of North 1st Street from the east right-of-way line of Cedar Street, to the west right-of-way line of Cypress Street. Closure of Cedar Street from the north right-of-way line of North 1st Street to the south right-of-way line of North 2nd Street

for and in consideration of THREE HUNDRED AND NO/l00 ($300.00) DOLLARS, commencing the date of execution unless otherwise specified, and upon the conditions and covenants set forth in this License and in Exhibit A, incorporated by reference for all purposes herein.

I. Purpose:

The purpose of this License is to permit Licensee to:

Hold registration and festival events as part of the "Children's Art & Literacy Festival".

II. Term of Agreement/Termination:

I. This License shall be in effect only for the following time periods:

From 3:00 p.m. – 9:00 p.m. on Thursday, June 9, 2016
From 8:00 a.m. – 6:00 p.m. on Friday, June 10, 2016
From 8:00 a.m. – 6:00 p.m. on Saturday, June 11, 2016

2. The City shall have the right to cancel this License at any time.

III. Indemnity:

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

"Licensee's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Licensee.

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

injury or damage to any property or right

injury, damage, or death to any person or entity

attorneys fees, witness fees, expert witness fees and expenses, and

all other costs and expenses of litigation

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

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

The Licensee agrees to indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Licensee's occupancy or use of the premises described above and/or activities conducted in connection with this License.

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

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise on the premises, whether or not caused in whole or in party by improvements constructed by the Licensee. Responsibility for all such defects is expressly assumed by the Licensee.

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

BOTH CITY AND LICENSEE EXPRESSLY INTEND THIS LICENSE'S INDEMNITY PROVISION TO REQUIRE LICENSEE TO INDEMNIFY AND

PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

IV. Insurance.

Licensee agrees to secure and maintain the following types and amount of insurance, for the term of this license:

Type	Amount
Comprehensive General Liability to include (but not limited to) the following: a) Premises/Operations Coverage b) Contractual Liability Coverage (insuring above indemnity provision)	$250,000 - Per Person $500,000 - Per Occurrence for Bodily Injury, and $500,000 - Per Occurrence for Property Damage

The preceding insurance requirements notwithstanding, the City reserves the right to revise the types and amounts of insurance required by this License prior to approval of the License or if the License is already in effect, to be effective thirty (30) days after notice is sent to the address provided herein.

All insurance policies or certificates shall contain the following provisions:

a. That the City of Abilene, Texas, is named as an additional insured.

b. That such insurance shall not be cancelled or materially changed without a minimum of thirty (30) day's advance notice in writing to the City.

All insurance policies shall be subject to the examination and approval of the Office of Risk Management, City of Abilene, Texas, for their adequacy as to form and content, form of protection, and insurance company. Licensee shall furnish to City Secretary for her License file certificates or copies of the policies, plainly and clearly evidencing such insurance at the time of application, and thereafter, new certificates prior to the expiration date of any prior certificate.

Licensee understands that it is its sole responsibility to provide this necessary information and that failure to timely comply with the requirements of this article shall be a cause for termination of this License.

V. License Requirements and Restrictions:

1. During the term of this License, Licensee shall maintain the premises licensed herein in a good and safe condition at all times. If the street surface, parkway, or facilities in the parkway, including landscaping, are damaged or disturbed by any activity associated with this License, the Licensee shall at its expense restore the same to as good a condition as before the activity, to the satisfaction of the Director of Public Works or designee.

2. All traffic control signing and barricading in the public right-of-way shall comply with the Texas Manual On Uniform Traffic Control Devices.

3. In the performance or permitting of work consistent with its normal course of duty within the right-of-way, the City shall not be liable for any damages to the Licensee's facilities or equipment or injury to Licensee, all such claim for damage or injury being expressly waived by Licensee.

4. Control of the public right-of-way within the area included in this License shall not supersede the rights already granted by other permits and authorizations to other parties unless specifically stated herein.

5. The City Manager, Police Chief, Fire Chief, or a designee of such officials, shall have the authority to order immediate removal of any objects or materials placed on the premises by Licensee if, in the City's opinion, removal is necessary to protect the health, safety, and welfare of the public.

CITY OF ABILENE, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED:

_____
City Attorney

NAME OF LICENSEE:

Abilene Cultural Affairs Council

By: _____
Signature

Lynn Barnett, Executive Director
Printed Name and Title

Business Address: 1101 N. 1st

Abilene, TX 79602

STREET USE LICENSE AGREEMENT
WITH ABILENE CULTURAL AFFAIRS COUNCIL AND
THE CENTER FOR CONTEMPORARY ARTS
FOR USE OF NORTH 1ST STREET AND CEDAR STREET RIGHT-OF-WAY

CONDITIONS AND COVENANTS

EXHIBIT A

The Street Use License Agreement is subject to the following conditions and covenants:

1. The Licensee may take control of the permitted portion of the street, as follows:

   From 3:00 p.m. – 9:00 p.m. on Thursday, June 9, 2016
   From 8:00 a.m. – 6:00 p.m. on Friday, June 10, 2016
   From 8:00 a.m. – 6:00 p.m. on Saturday, June 11, 2016

2. **The Licensee shall submit a traffic control plan in compliance with the Texas Manual on Uniform Traffic Control Devices to the Traffic & Transportation Administrator (676-6279) for review NO LATER THAN THURSDAY, JUNE 2, 2016. The traffic control plan must be signed and dated by the one who prepared it. FAILURE TO COMPLY WITH THIS PROVISION MAY RESULT IN CANCELLATION OF THIS LICENSE.**

3. The Licensee shall contact all property owners and/or business tenants of properties on North 1st Street from Cedar Street to Cypress Street and on Cedar Street from North 1st to North 2nd Streets that would normally be open any time during the permitted closure periods to advise them of the proposed street closure and to work out arrangements to accommodate their access needs.

4. The Licensee shall designate an event command center and an event contact person(s). This information, as well as contact phone numbers, shall be provided to the City Land Agent by Thursday, June 2, 2016. During the event, an event contact person shall be on-site at all times.

5. The Licensee shall contact the City Fire Marshal regarding a Fire Code outdoor carnival/fair permit, and obtain one if necessary. The Licensee shall contact the Traffic Control Division of the Abilene Police Department about a parade permit, and obtain one if a parade is planned for the event. The Licensee shall insure that all food and beverage vendors associated with the event obtain a temporary food vendors permit from the City of Abilene Environmental Health office.

6. The Licensee shall insure that the event is conducted in conformance with all applicable laws and regulations, including City noise regulations and Texas Alcoholic Beverage Commission rules and regulations.

7. The Licensee shall prominently post notice at each entry into the controlled area that smoking is not permitted at the event and shall comply with the requirements of the City smoking ordinance.

8. The Licensee shall provide sufficient portable toilets to accommodate the needs of event

attendees, invitees and participants, as determined by Licensee. The portable toilets shall not be located within 10 feet of the door to any building nor shall they be located on the street side of any glass storefront.

9. The Licensee shall contact the Abilene Police Department to inform them of the event and shall provide sufficient security forces, as determined by the Chief of Police, for crowd control and protection of property.

10. The Licensee shall provide for collection and disposal of solid waste created by the event. This shall include an adequate number of waste receptacles, collection of litter after the event, and delivery of the waste to the landfill. At a minimum this shall include one waste receptacle within 50 feet of each food vendor or beverage vendor and one waste receptacle within each block of the permitted/closed area that does not have a food or beverage vendor.

11. **The Licensee shall be responsible for obtaining, properly installing, and maintaining all necessary traffic control signs and barricades in compliance with the traffic control plan.**

12. The Licensee shall maintain free of obstructions a fire apparatus access lane at least 25 feet in width from end-to-end of all street segments and an access path at least 10 feet in width from the fire apparatus access lane to all fire service appliances (fire hydrants, fire service connections to buildings, etc.) at all times.

13. The Licensee shall make provisions for safe access to private property abutting the permitted/closed area to any party desiring to access that property.

14. The Licensee shall protect traffic signal control equipment and related facilities, signs, pavement markings, and other traffic control devices within the permitted area and shall be responsible for prompt repair of any damage. The Licensee shall be responsible for all costs associated with adjustments to the City's traffic control devices that are necessary for the permitted activity. The Licensee shall not attach any item to the poles, equipment boxes or other components of the traffic signal system.

15. The Licensee shall clear the sidewalks and pavement area of obstructions to pedestrian and vehicular traffic before ending control of the area. The Licensee assumes all responsibility for warning and/or protecting pedestrians and motorists from obstructions and hazards if they are allowed to enter the controlled area before it is cleared of such obstructions and hazards.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CBS Insurance, LLP
3005 South Treadaway Blvd
Abilene TX 79602

CONTACT NAME: Teresa Netz, CIC, ACSR
PHONE (A/C, No, Ext): (325) 695-0222 FAX (A/C, No): (325) 695-0229
E-MAIL ADDRESS: tnetz@cbsins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Charter Oak Fire Insurance Co	25615
INSURER B: Travelers Cas. Ins. Co. of America	
INSURER C: Travelers Indemnity Co	25658
INSURER D: Texas Mutual Insurance Company	22945
INSURER E:	
INSURER F:	

INSURED
Center for Contemporary Arts
220 Cypress Street
Abilene TX 79601

COVERAGES CERTIFICATE NUMBER: 15.16 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			680-1126P519-15-42	10/15/2015	10/15/2016	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
							Liquor Liability	$	1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA1127P227-15-SEL	10/15/2015	10/15/2016	COMBINED SINGLE LIMIT (Ea accident)	$	
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							Hired Combined Single Limit	$	1,000,000
C	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 5,000			CUP1127P995-15-42	10/15/2015	10/15/2016	EACH OCCURRENCE	$	1,000,000
							AGGREGATE	$	1,000,000
								$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP0001184389	10/15/2015	10/15/2016	PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 5th Annual Children's Art & Literacy Festival - June 9-11, 2016
General & Liquor Liability policy includes "Blanket" Additional Insured per Company form SB146932B 03/2006 when required by written contract.

CERTIFICATE HOLDER
audria.hammond@abilenetx.c
City of Abilene
P. O. Box 60
Abilene, TX 79604

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Peter Lauve/TNETZ

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CITY OF ABILENE

STREET USE LICENSE AGREEMENT
SHORT TERM

APPLICATION

Applicant: Abilene Cultural Affairs Council/Center for Contemporary Arts Phone: 325-677-1161

Address: 1101 North First Street Abilene, Texas 79601

Agent: Lynn Barnett Phone: 325-677-1161

Event name: Children's Art and Literature Festival (C.A.L.F) Event type: Festival

Description of public right-of-way proposed for the event/activity: Closure of North 1st Street from the east right-of way line of Cedar Street to the west right-of-way line of Cypress Street and closure of Cedar Street from the north right of way line of North 1st Street to the south right way of line of North 2nd Street.

Activities that will occur in the public right-of-way: Registration and Festival Events

Date & time period of event: Thursday, June 9, 2016 4:00 PM – 8:30 PM
Friday, June 10, 2016; 9:00 am – 5:00 pm;
Saturday, June 111, 2016 9:00 am – 5:00 pm

Date & time period of street closure: Thursday, June 9, 2016: 3:00 pm – 9:00 pm;
Friday, June 10, 2018: 8:00 am – 6:00 pm;
Saturday, June 11, 2016: 8:00 am - 6:00 pm

Expected peak attendance: Saturday, June 11, 2016 750 - 1000

Circle items to be offered at event: Food Beverages Alcohol
(Snow-cones; soft drinks)

Preferred City Council meeting for request to be considered May 26, 2016

Application is not complete unless all of the following are included:

- Application Fee - $300 – (Request waiver of fees)
- Certificate or other evidence of insurance
- A dimensioned drawing showing public right-of-way, adjacent property in the vicinity of the proposed event, and locations of activity in right-of-way.

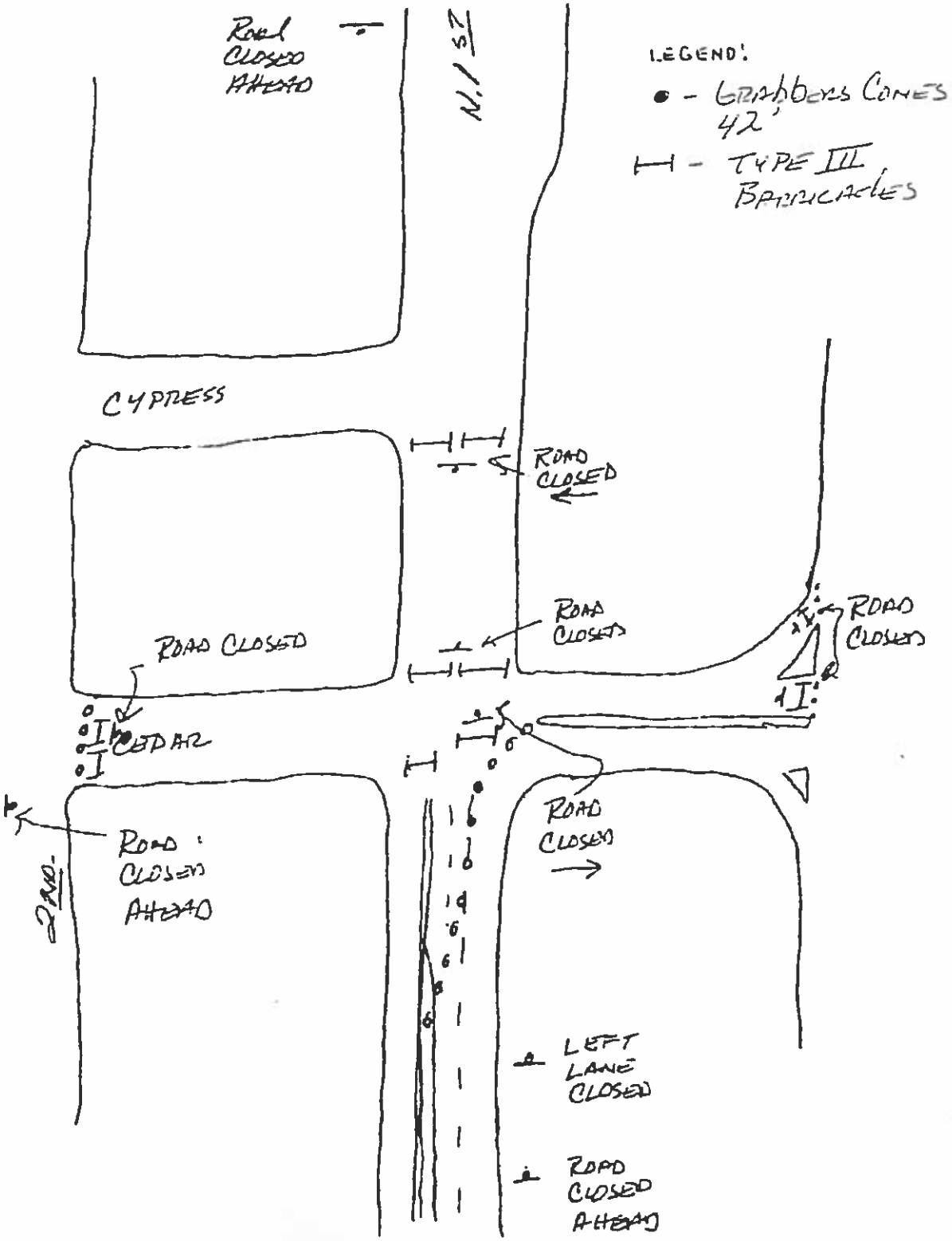
Signature of Applicant or Agent

May 19, 2016
Date

Return Application to:
Land Agent
City of Abilene
PO Box 60
Abilene TX 79604

Temporary Traffic Control Plan for the Children's Art and Literacy Festival (C.A.L.F.)
June 9-11, 2016
Contractor Services, Ltd.
967 South 25th Street
Abilene, Texas 79602
325/692-4317 Fax: 325/690-0377
Days and time that Temporary Control Plan will be deployed:

June 9, 2016, Thursday: from 3:00 pm – 9:00 pm
June 10, 2016, Friday: from 8:00 am – 6:00 pm
June 11, 2016, Saturday: from 8:00 am – 6:00 pm



City Council
Agenda Memo

City Council Meeting Date: 5/26/2016

TO: **Robert Hanna, City Manager**

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

SUBJECT: **Resolution: Acceptance of Donated Land Located behind the Alameda Community Center to be Developed for Park Purposes. *(Andrews)***

GENERAL INFORMATION

The Alameda area is generally recognized as the single family neighborhood located to the east of Ruidosa Ave and the north of South 7th in west Abilene. As part of the Abilene Neighborhood Initiative (ANI), numerous community stakeholders have come together to help revitalize this area. One of the key stakeholders in these efforts has been the Pioneer Drive Baptist Church (PDBC) through the Alameda Community Center located on the corner of Corsicana and S. 7th.

In 2015, PDBC approached the City about partnering to develop a playground to serve this neighborhood on the grounds of the Community Center. Their specific request was for the City to maintain and assume liability for playground to be developed at this location. The only way this could be accomplished would be for PDBC to replat the property and give the approximate half acre segment with the playground to the City. The resolution before the Council is to accept the donated property once it's improved and dedicate it as park land.

SPECIAL CONSIDERATIONS

Community Services staff requested that PDBC explore installing a unique playground design that would provide a totally different play experience compared to the playground located at nearby Scarborough Park. PDBC will be doing that by working with We Build Fun, inc. to develop a playground for this location. We Build Fun is a vendor that our Parks Division has worked with in the past and will produce a playground that will meet the standards to be part of the City's Parks and Recreation system. PDBC will build the playground and the half-court basketball court before the City accepts the land.

FUNDING/FISCAL IMPACT

There is no fiscal impact with this item. PDBC will pay for the installation of the playground equipment and basketball court. The maintenance of the location will be absorbed by the Park crews for this area.

STAFF RECOMMENDATION

Staff recommends that the City Council accept the donated land as dedicated park land.

BOARD OR COMMISSION RECOMMENDATION

The Parks and Recreation Board unanimously approved a recommendation that the City accept the donated land at its May 17, 2016 meeting.

ATTACHMENTS:

Description	Type
Resolution	Cover Memo
Alameda Exhibit	Cover Memo
Playground Equipment Example	Cover Memo

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO ACCEPT A DONATION OF PARKLAND LOCATED AT 650 CORSICANA AVE., ABILENE, TEXAS, FROM PIONEER DRIVE BAPTIST CHURCH.

WHEREAS, Pioneer Drive Baptist Church owns approximately one-half acre of real property located at 650 Corsicana Ave., Abilene, Texas; and

WHEREAS, Pioneer Drive Baptist Church intends to design and build a playground and a basketball court on the property; and

WHEREAS, upon completion of the playground and basketball court, Pioneer Drive Baptist Church intends to donate the park and property to the City of Abilene; and

WHEREAS, on May 17, 2016, the Parks and Recreation Board reviewed and approved acceptance of the donation of the property from Pioneer Drive Baptist Church as a public park upon completion of the playground and basketball court; and

WHEREAS, the City of Abilene has determined that acceptance of the property as a completed public park, with a playground and basketball court, is in the best interest of the neighborhood and the City and serves a public purpose.

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

Part 1: Upon completion of the playground and basketball court on the property located at 650 Corsicana Ave., Abilene, Texas, by the Pioneer Drive Baptist Church, the City of Abilene shall accept the donation of the property from Pioneer Drive Baptist Church.

Part 2: That upon acceptance of the donation of the property from Pioneer Drive Baptist Church, the property shall be designated as a City of Abilene public park.

Part 3: That should Pioneer Drive Baptist Church not complete the playground and basketball court on the property within a reasonable period of time, the City of Abilene shall not be obligated to accept the donation of the property from Pioneer Drive Baptist Church.

Part 4. That subject to the conditions stated in Parts 1, 2, and 3 above, this Resolution takes effect immediately upon its adoption.

ADOPTED this 26th day of May, 2016.

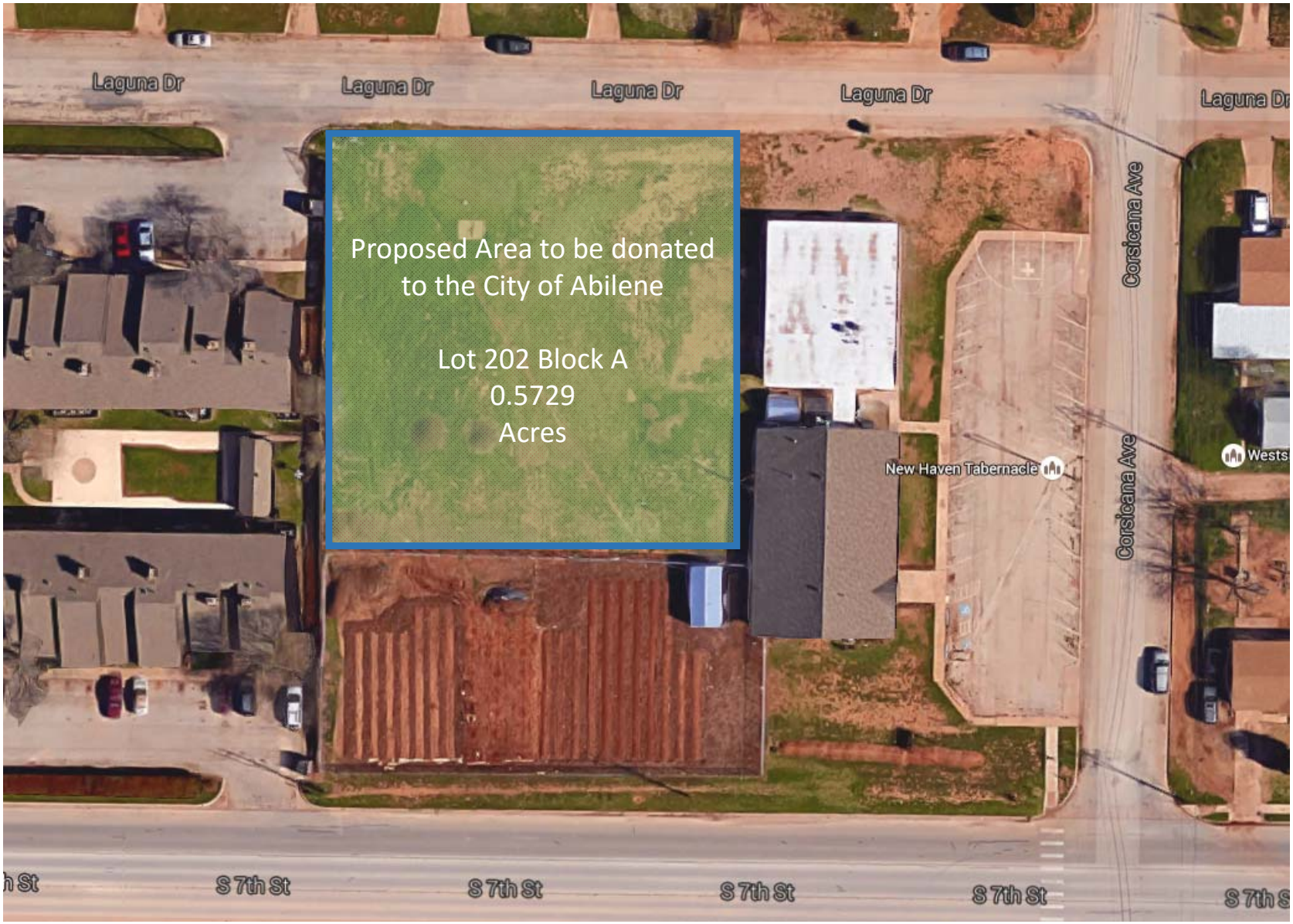
ATTEST:

_____
Danette Dunlap, City Secretary

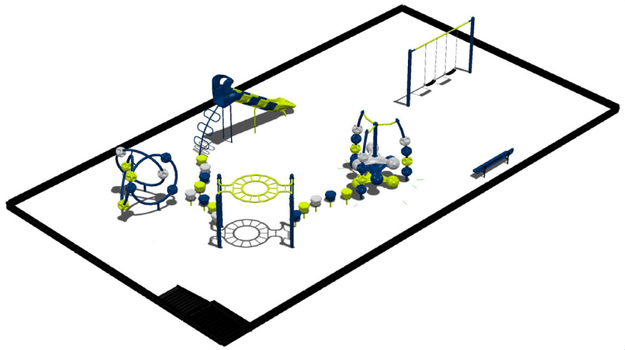
_____
Norman Archibald, Mayor

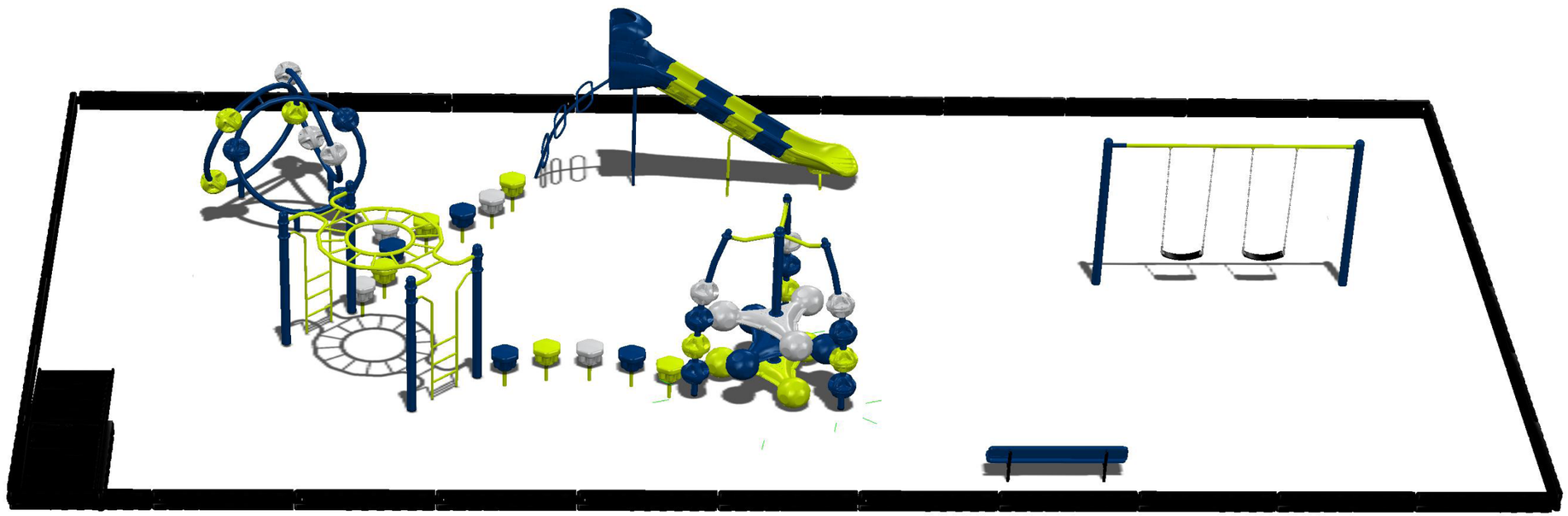
APPROVED:

_____
Stanley Smith, Interim City Attorney


Proposed Area to be donated
to the City of Abilene
Lot 202 Block A
0.5729
Acres
Laguna Dr
Laguna Dr
Laguna Dr
Laguna Dr
Laguna Dr
Corsicana Ave
Corsicana Ave
New Haven Tabernacle
Wests
S 7th St
S 7th St
S 7th St
S 7th St
S 7th St

Lajedan
Abilene, Tx
61_41851399132





Miracle In Texas by webuildfun, inc.

City Council
Agenda Memo

City Council Meeting Date: 5/26/2016

TO: **Robert Hanna, City Manager**

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

SUBJECT: **Resolution: Appointing an Infection Control Officer and Alternate Infection Control Officer for the City.*(Andrews)***

GENERAL INFORMATION

Senate Bill 1574 amended Chapter 81 of the Texas Health and Safety Code, the Communicable Disease Prevention and Control Act (the "Act"). The Act provides authorization to the local health authority to investigate and quarantine certain communicable diseases. Senate Bill 1574 added a requirement that all entities that employ or use the services of emergency response personnel must designate an infection control officer and an alternate infection control officer. Duties of the infection control officer, according to the Act, are to: (1) receive notification of a potential exposure to a reportable disease from a health care facility; (2) notify the appropriate health care providers of a potential exposure to a reportable disease; (3) act as a liaison between the entity's emergency response employees or volunteers who may have been exposed to a reportable disease during the course and scope of employment or service as a volunteer and the destination hospital of the patient who was the source of the potential exposure; (4) investigate and evaluate an exposure incident, using current evidence-based information on the possible risks of communicable disease presented by the exposure incident; and (5) monitor all follow-up treatment provided to the affected emergency response employee or volunteer, in accordance with applicable federal, state, and local law. The Texas Health and Human Services Commission has proposed rules regarding qualifications of an infection control officer. The proposed rules require that the infection control officer must be licensed as a health care professional or have training in infection control. Staff is recommending the appointment of Dr. Peter Norton as the Infection Control Officer and his Physician Assistant Antonio Ruiz as the alternate.

SPECIAL CONSIDERATIONS

This item will also be brought to the Taylor County Commissioner's Court for their approval.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval of a resolution appointing an Infection Control Officer and Alternate Infection Control Officer for the City.

BOARD OR COMMISSION RECOMMENDATION

This item was presented to the Health Advisory Board at their May 17, 2016 meeting.

ATTACHMENTS:

	Description	Type
	Resolution	Resolution Letter

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPOINTING AN INFECTION CONTROL OFFICER AND ALTERNATE INFECTION CONTROL OFFICER FOR THE CITY.

WHEREAS, the Communicable Disease Prevention and Control Act, Chapter 81, Texas Health and Safety Code, as amended, (the "Act") provides that an entity that employs or uses the services of an emergency response employee or volunteer shall nominate a designated Infection Control Officer and an Alternate Infection Control Officer; and

WHEREAS, the City of Abilene, Texas employs and uses the services of emergency medical services personnel, peace officers, and fire fighters, among other emergency services; and

WHEREAS, the Act provides for various duties of the designated Infection Control Officer or alternate including communication, monitoring and investigation of exposure to communicable disease; and

WHEREAS, Dr. Peter Norton is a licensed health care professional as defined in the Act and serves as the designated Local Health Authority and Medical Director for the Abilene Taylor County Public Health District; and

WHEREAS, Antonio Ruiz is a licensed medical professional and serves as a physician assistant for the Abilene Taylor County Public Health District.

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

PART 1. That Dr. Peter Norton is hereby appointed as the Infection Control Officer for the City of Abilene, Texas and shall serve until such time when he is no longer designated as the Local Health Authority.

PART 2. That Antonio Ruiz is hereby appointed as the Alternate Infection Control Officer for the City of Abilene, Texas and shall serve until such time when he is no longer employed as a physician assistant for the Abilene Taylor County Public Health District.

PART 3. That this Resolution shall be effective immediately upon adoption.

ADOPTED this 26th day of May 2016.

ATTEST:

_____ _____

Danette Dunlap, City Secretary Norman Archibald, Mayor

APPROVED:

_____

Stanley Smith, Interim City Attorney

City Council
Agenda Memo

City Council Meeting Date: 5/26/2016

TO: **Robert Hanna, City Manager**

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

SUBJECT: **<u>Ordinance & Public Hearing:</u> Tabled Item *(Final 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. *<u>(Schoening)</u>***

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
Proposed PD 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 26th 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 26th 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 Manufactured Housing development (maximum of 6 units), repair & maintenance uses, & the keeping of livestock.

PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the MH (Manufactured/Mobile Home) zoning district, except as modified below:

1) PERMITTED USES:
   a. The 'Repair and Maintenance Services - Automobile/Small Truck (major)' & 'Repair and Maintenance Services - Truck and Other Large Vehicles' uses shall be permitted on the southern tract (2549 Shirley Rd) within the PD boundary.

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

2) DEVELOPMENT REGULATIONS:
   a. No more than 6 manufactured housing units may be permitted within the PD boundary.

   b. When used for 'Repair and Maintenance Services' as permitted above, the HC (Heavy Commercial) district standards shall apply.

-END-

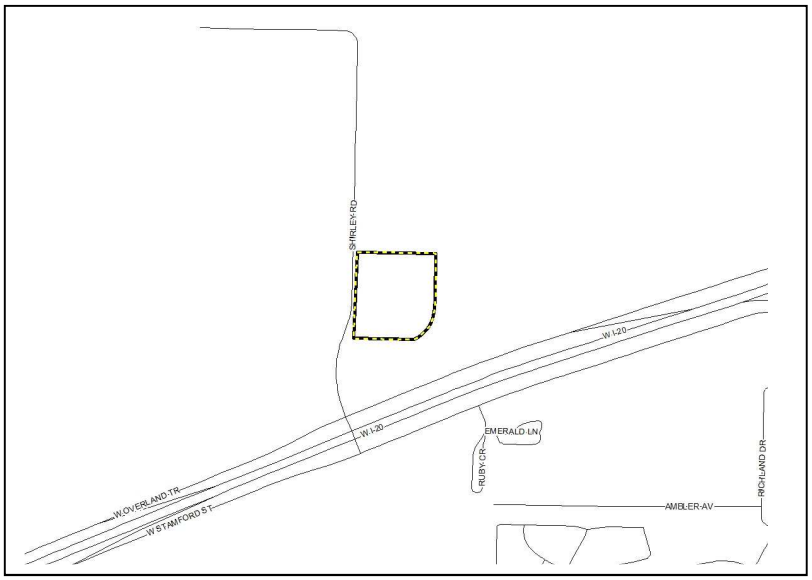
ZONING CASE Z-2016-14
STAFF REPORT

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.

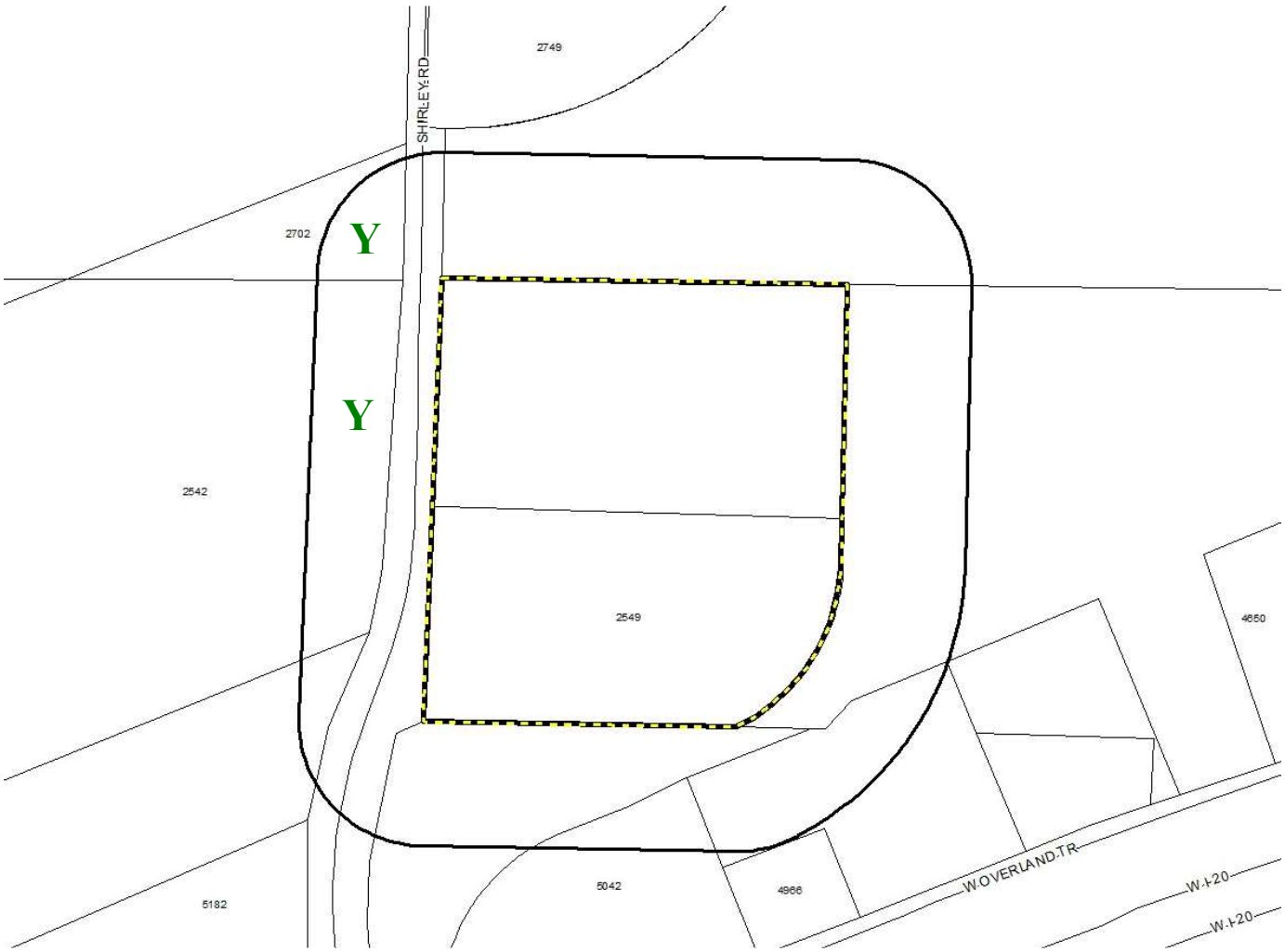
NOTIFICATION:

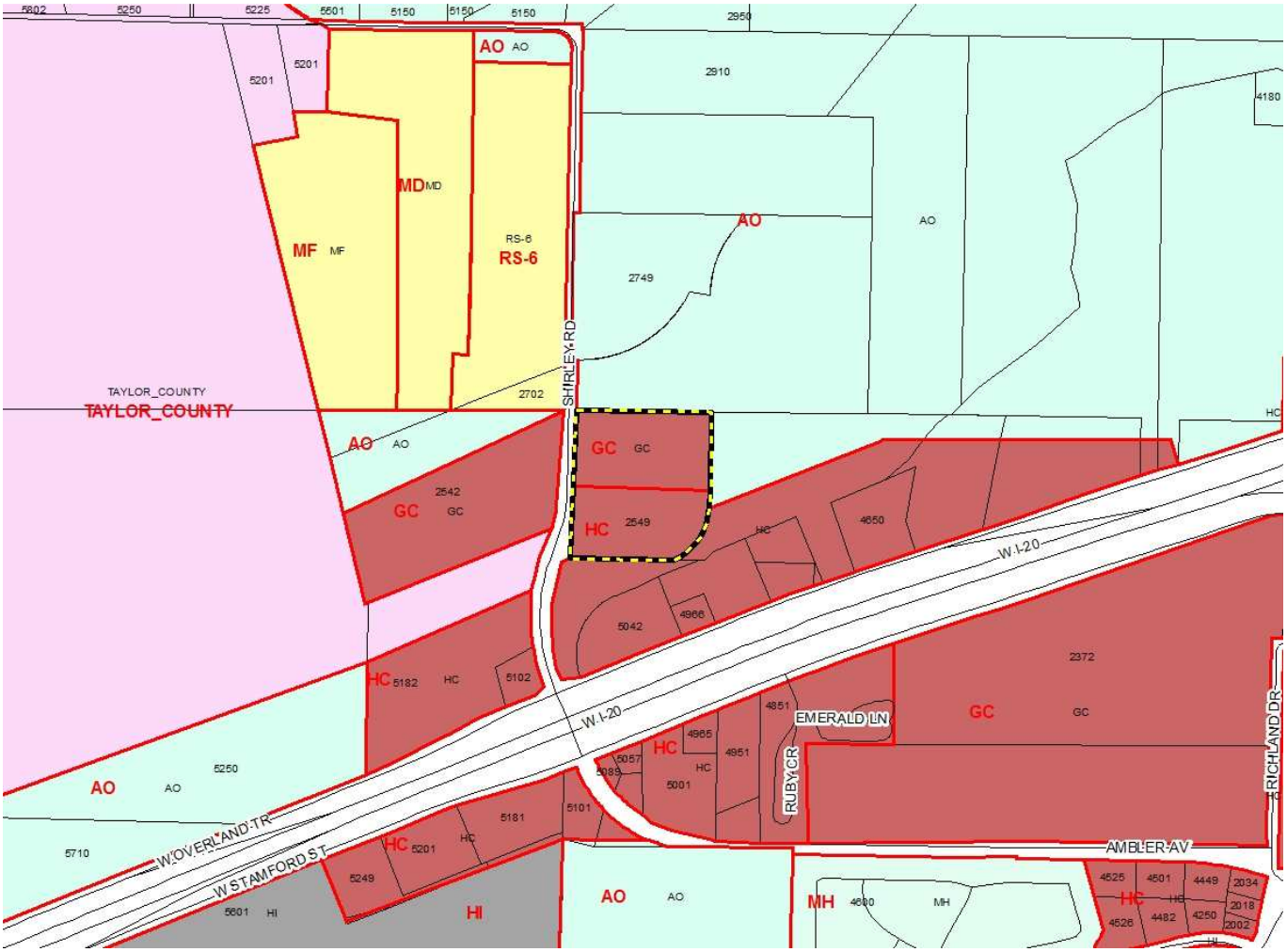
Property owners within a 200-foot radius were notified of the request.

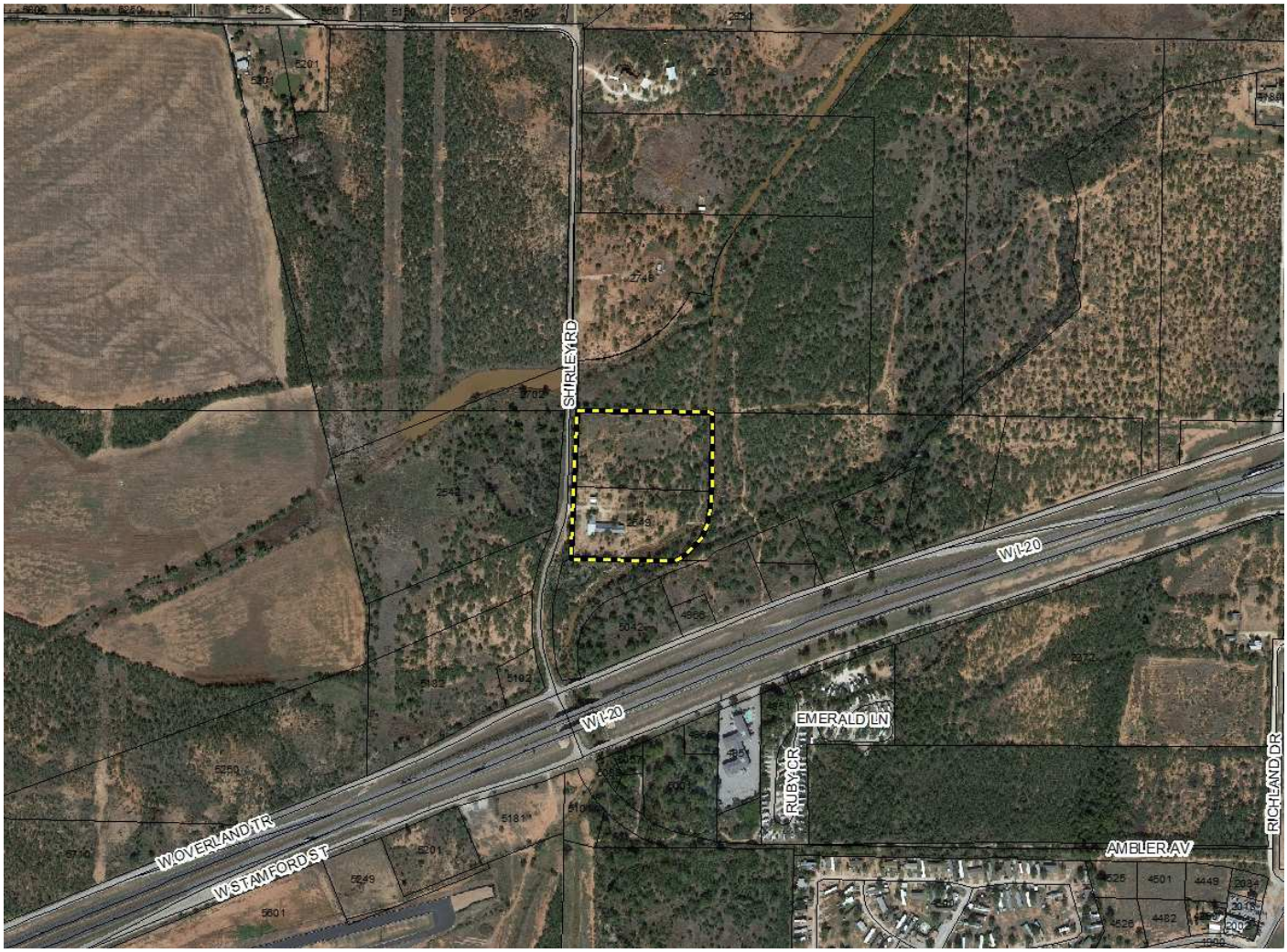
OWNER	ADDRESS	RESPONSE
GRIFFITH RICHARD L	2702 SHIRLEY RD	In Favor
HANTMAN JOSEPH		
SHANDOR GREGORY J	2549 SHIRLEY RD	
HANTMAN JOSEPH		
RAIL X LAND & CATTLE INC		
RAIL X LAND & CATTLE INC	5042 W OVERLAND TR	
GRIFFITH RICHARD L	2542 SHIRLEY RD	In Favor
HANTMAN JOSEPH		
HANTMAN JOSEPH		
SHANDOR GREGORY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

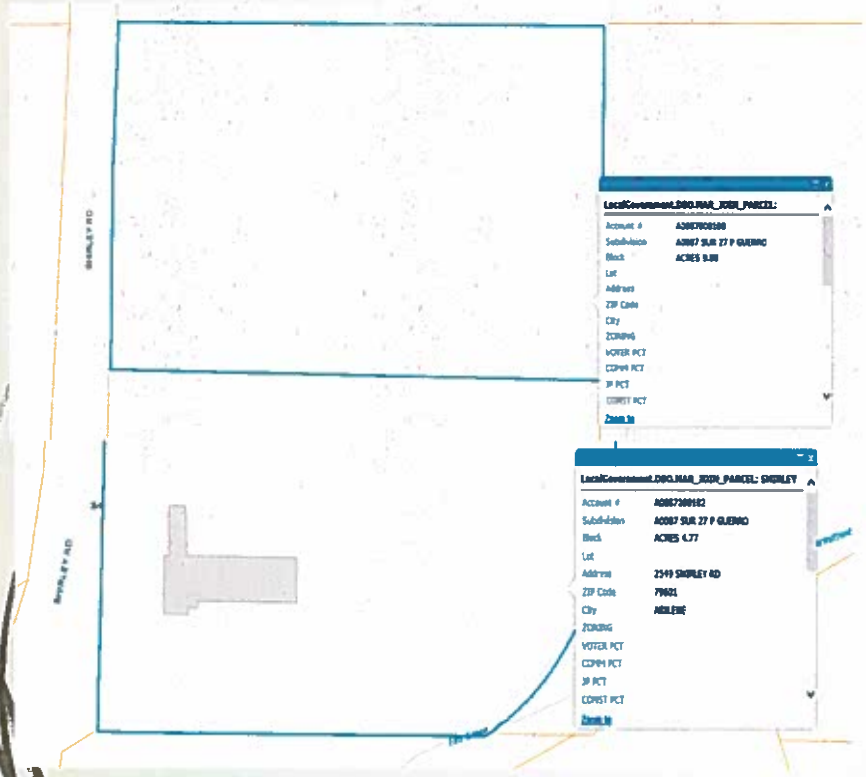
2549/2657 Shirley Rd

Abilene, TX 79601

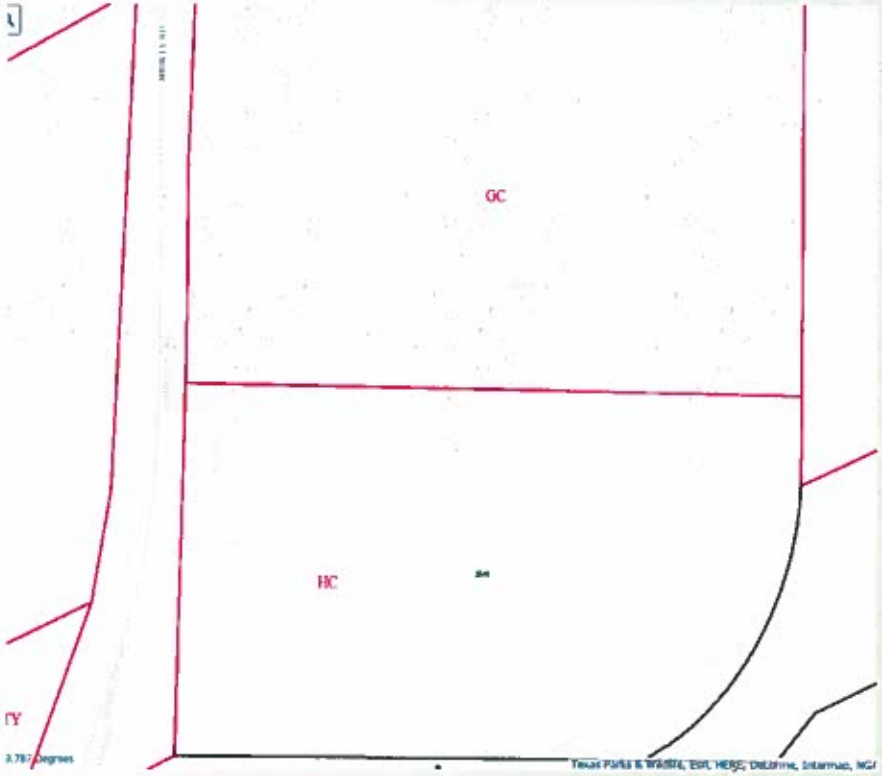
Current Development of Property

Current Zoning Maps

Parcel Map



Planning & Zoning Map



Development Change

Current Development

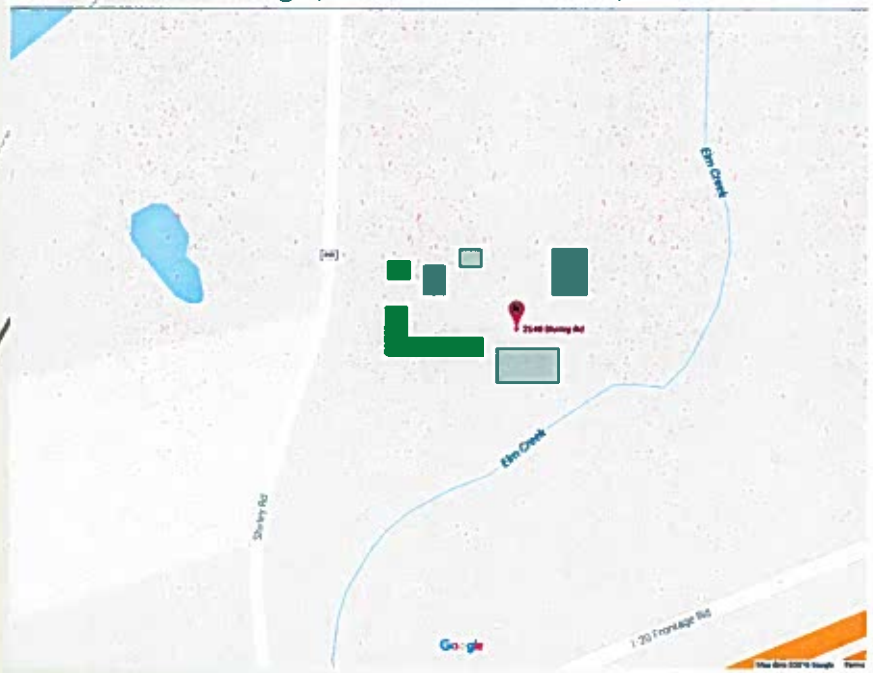
- Heavy Commercial at 2549 Shirley Rd (4.77 ac)
- General Commercial at 2657 Shirley Rd (5.68 ac)
- No Residential

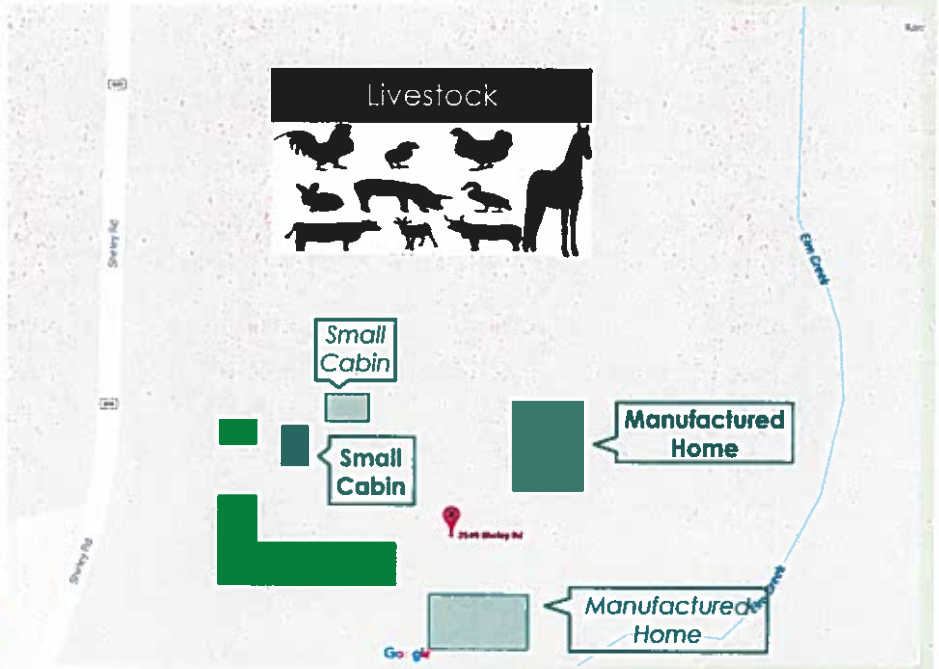
Proposed Development

- 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: 5/26/2016

TO: **Robert Hanna, City Manager**

FROM: **Michael Rice, Director of Public Works**

SUBJECT: **Oral Resolution & Public Hearing – Application/Permit to Drill and/or Operate an Oil and/or Gas well: Schkade Bros. Operating Company of Abilene, Texas "West Vogel Unit No. 1" located northwest of the intersection of Vogel Avenue and Bridge Avenue. *(Rice)***

GENERAL INFORMATION

Chapter 21, Oil and Gas, of the City of Abilene Code of Ordinances requires a permit for drilling and operating oil/gas wells within the city limits. As part of the review process, the City Council is to conduct a public hearing and then approve or deny the permit.

Schkade Bros. Operating Company of Abilene, Texas has submitted an application to drill the "West Vogel Unit No. 1" well on property that they own, located northwest of the intersection of Vogel Avenue and Bridge Avenue, as shown on the attached map. This well is being drilled under the applicant's 37.32 acre "West Vogel Unit", comprised of multiple property and mineral interest owners as detailed within the supporting documentation for the permit application. The applicant is requesting a variance per sections 21-26 and 21-27 of Chapter 21 of the City of Abilene Code of Ordinances, Oil and Gas, to drill within 200 feet of an existing commercial building (self-storage units) and the applicant has provided the property owner's written consent to the drill site location. The City of Abilene owns no mineral or royalty interest under the streets and alleys within the 37.32 acre pooled unit. This application has been reviewed and approved by City Staff. All owners of real property within 500 feet of the proposed drill site have been notified of this application and of the City Council meeting to consider its approval, as required by City ordinance.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Because all prerequisites and requirements of Chapter 21, Oil and Gas, have been met, including no anticipated adverse effect on the health, safety and welfare of the public, staff recommends that the City Council vote to approve the application for this drilling permit and authorize the Mayor to execute permit # 813546 for Schkade Bros. Operating Company.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

	Description	Type
	Oil & Gas Drilling Permit	Cover Memo

CITY OF ABILENE

APPLICATION/PERMIT TO DRILL AND/OR OPERATE AN OIL AND/OR GAS WELL

Bond/Letter of Credit # See EXHIBIT 4 RRC Permit # 813546

1. Date 3/31/16 Lease Name & Well No. : West Vogel Unit/West Vogel Unit #1

2. Applicant/Permit Holder Schkade Bros. Operating Co.

   Address P. O. Box 2617

   Abilene, Texas 79604

   Phone 325-673-6767

3. Local 24 hour phone contact, in case of emergency:

   Name Brent Schkade

   Phone 325-668-7367

4. Legal description of drill site including copy of survey by licensed surveyor: Survey plat should show the locations of any buildings, type of construction and use, including residences, within 200 feet of proposed drill site, and flood zone elevation lines (lines of 100 year floodplain and floodway) in relation to the proposed drill site.

5. Applicant X IS/ ____ IS NOT requesting a variance, per sections 21-26 and 21-27 of Chapter 21 of the City of Abilene Code of Ordinances, Oil and Gas, to drill within 200 feet of any existing building or buildings.

   The proposed well location ____ IS/ X IS NOT within 200 feet of any residence or residences. If the proposed well location IS within 200 feet of any residence or residences, applicant should attach a list of the names of the owners of each residence corresponding to each address lying within a 200 foot radius of the proposed well location, indicating their approval/disapproval of the proposed well location.

   The notarized written consent of the owner of each residence within a 200 foot radius of the proposed well location should be attached to this application.

   Applicant should also attach copies of documentation of any granted exceptions to the Railroad Commission's statewide spacing rules that apply to the proposed well.

6. Proposed date to commence drilling Upon Approval of Permit

   The height of the rig used to drill/re-enter this well will be approximately 60 feet.

7. Proposed depth of well 2300 feet

   This well is planned/anticipated to be primarily an **OIL** X or **GAS** ____ well.

8. Attached as **EXHIBIT 1** the names of the
   (a) Surface owners
   (b) Mineral owners
   (c) Royalty owners

9. Attached as **EXHIBIT 2** approved Railroad Commission Form W-1 including required plat of lease and approval letter from Texas Water Development Board.

10. Attached as **EXHIBIT 3** a Certificate of Insurance evidencing the applicant as insured under the following:

Type		Amount
(1)	Workers Compensation (where Required by State law)	Statutory
	Employer's Liability	$100,000
(2)	Comprehensive General Public Liability to include (but not Limited to):	$1 million – per Occurrence for Property Damage OR Combined single limit million – Per Occurrence
	a) Premises/Operations	
	b) Independent Contractors	
	c) Personal Injury Liability	
	d) Products/Completed Operations	
	e) Contractual Liability	
	f) Coverage for Explosion, Collapse, and Underground Property Damage (to include seepage, pollution and contamination coverage)	

Said Insurance Policy must insure all activities contemplated under this permit application and must be in effect at all times during production operations. The City must be notified 30 days prior to cancellation of insurance coverage and City shall be named as additional insured.

11. Indemnity

A. Definitions

For the purpose of this section the following definitions apply:

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

"Applicant/Permit Holder's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Applicant/Permit Holder.

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

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

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

(i) injury or damage to any property or right

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

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

(iv) all other costs and expenses of litigation

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

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

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

The Applicant/Permit Holder is an independent Applicant/Permit Holder and is not, with respect to its acts or omissions, an agent or employee of the City.

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

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

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

BOTH CITY AND APPLICANT/PERMIT HOLDER EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE APPLICANT/PERMIT HOLDER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

12. Attached as **EXHIBIT 4** - $10,000 performance bond or an Irrevocable Letter of Credit from a Federally insured bank to meet the performance payment, penalty, abandonment and other provisions as required by City Council and by the Oil/Gas Ordinance, Chapter 21 of the City Code of Ordinances (This amount may be raised in appropriate circumstances).

13. Special requirements for this permit, if any, as set by City Council (drill site lighting, pits/tanks, hours of operation, fencing, buried lines, approved truck routes, noise buffers, pump type, etc.). Attachment EXHIBIT A.

14. The City of Abilene has required standards for drilling and production as provided by Chapter 21 of City Code, Oil and Gas Ordinance. Applicant/Permit Holder shall observe and obey all federal, state, and local laws and regulations. Violation of these or any requirements imposed by ordinance or the City Council will result in the termination of the permit.

15. By signing this application/permit, Applicant/Permit Holder certifies that he has received and read City code provisions, Chapter 21, Oil and Gas Ordinance.

16. THIS PERMIT EXPIRES SIX (6) MONTHS FROM THE DATE OF CITY COUNCIL APPROVAL. Actual drilling must commence within six (6) months from that date. Cessation of drilling or production for thirty (30) days shall cancel this permit.

17. If the City owns any mineral interest in the location of the proposed well, this permit is subject to compliance with an oil and gas lease obtained from the City.

18. The City Land Agent's office shall be notified prior to commencement of drilling operations.

19. If operation of the well is transferred, the City shall be notified in writing thirty (30) days prior to the transfer of the lease.

20. Applicant/Permit Holder shall make full payment for any and all damages or losses to City's Surface Lessee if the property is City owned, which shall include but not be limited to damages to and/or loss of crops, livestock, or improvements or a part thereof which loss may be the result of the Applicant's/Permit Holder's negligence or use of land.

21. This Application, upon approval, shall become the Drilling Permit.

THIS PERMIT IS NOT TRANSFERRABLE OR ASSIGNABLE

Signature:		Date:
	Review & Approval of Planning Director	5/2/16
	Review & Approval of Airport Director	4/26/16
	Review & Approval of City Engineer	5-3-16
	Review & Approval of Water Director	4-29-16
Somvas Valavala	Review & Approval of Stormwater Administrator	05/03/16
	Review & Approval of Risk Manager	5-2-16
	Review & Approval of City Attorney	5/3/16
	Review & Approval of Land Agent	4/25/16

This permit issued this _____ day of _____ 20__.

CITY OF ABILENE **ATTEST:**

MAYOR **City Secretary**

City Seal:

Schkade Bros. Operating Co. **ATTEST: (If Corporation)**

Applicant/Permit Holder

By: _____ Ruth Upshaw

President Secretary

Title Corporate Seal

EXHIBIT A

SPECIAL REQUIREMENTS

SCHKADE BROS. OPERATING COMPANY

WEST VOGEL UNIT NO. 1:

1. THE APPLICANT/PERMITTEE/OPERATOR SHOULD CONTACT THE CITY OF ABILENE WATER UTILITIES DEPARTMENT TO HAVE CITY WATER AND SEWER LINES LOCATED PRIOR TO MOVING IN SITE PREPARATION EQUIPMENT AND/OR DRILLING EQUIPMENT.

   THE APPLICANT/PERMITTEE/OPERATOR AGREES TO COOPERATE WITH THE CITY OF ABILENE WATER UTILITIES DEPARTMENT IN DETERMINING THE NECESSARY PROTECTIVE MEASURES FOR THE CITY WATER AND SEWER LINES THAT ARE LOCATED NEARER THAN 50 FEET TO THE DRILLSITE. THE APPLICANT/PERMITTEE/OPERATOR WILL BE RESPONSIBLE FOR REIMBURSING THE CITY FOR ANY NECESSARY REPAIRS TO THE CITY'S WATER AND SEWER LINES LOCATED WITHIN/NEAR THE DRILLSITE AREA SHOULD THEY BE DAMAGED BY/FROM SITE PREPARATION AND DRILLING ACTIVITIES.

   THE APPLICANT/PERMITTEE/OPERATOR SHOULD TAKE ALL NECESSARY & REASONABLE PRECAUTIONS TO INSURE THAT THE CITY'S WATER AND SEWER LINES ARE NOT DAMAGED BY THE MOVING IN/OUT OF EQUIPMENT AND/OR FROM DRILLING/PRODUCTION OPERATIONS FOR THIS WELL LOCATION, DURING THE LIFE OF THIS WELL.

2. DURING SITE PREPARATION AND DRILLING ACTIVITIES, THE APPLICANT/PERMITTEE/OPERATOR AGREES TO INSTALL AND MAINTAIN TEMPORARY SECURITY FENCING AND EMPLOY ANY OTHER NECESSARY, REASONABLE AND PRUDENT SECURITY MEASURES, IN ORDER TO RESTRICT OPEN PUBLIC ACCESS TO THE SITE.

   THE APPLICANT/PERMITTEE/OPERATOR AGREES TO EMPLOY ALL REASONABLE AND PRUDENT MEASURES TO CONTROL NOISE DURING DRILLING, ESPECIALLY AT NIGHT, AND TURN DRILLSITE LIGHTING DOWNWARD/INWARD TO THE EXTENT PRACTICABLE WHILE STILL MAINTAINING ALL NECESSARY SITE SAFETY MEASURES.

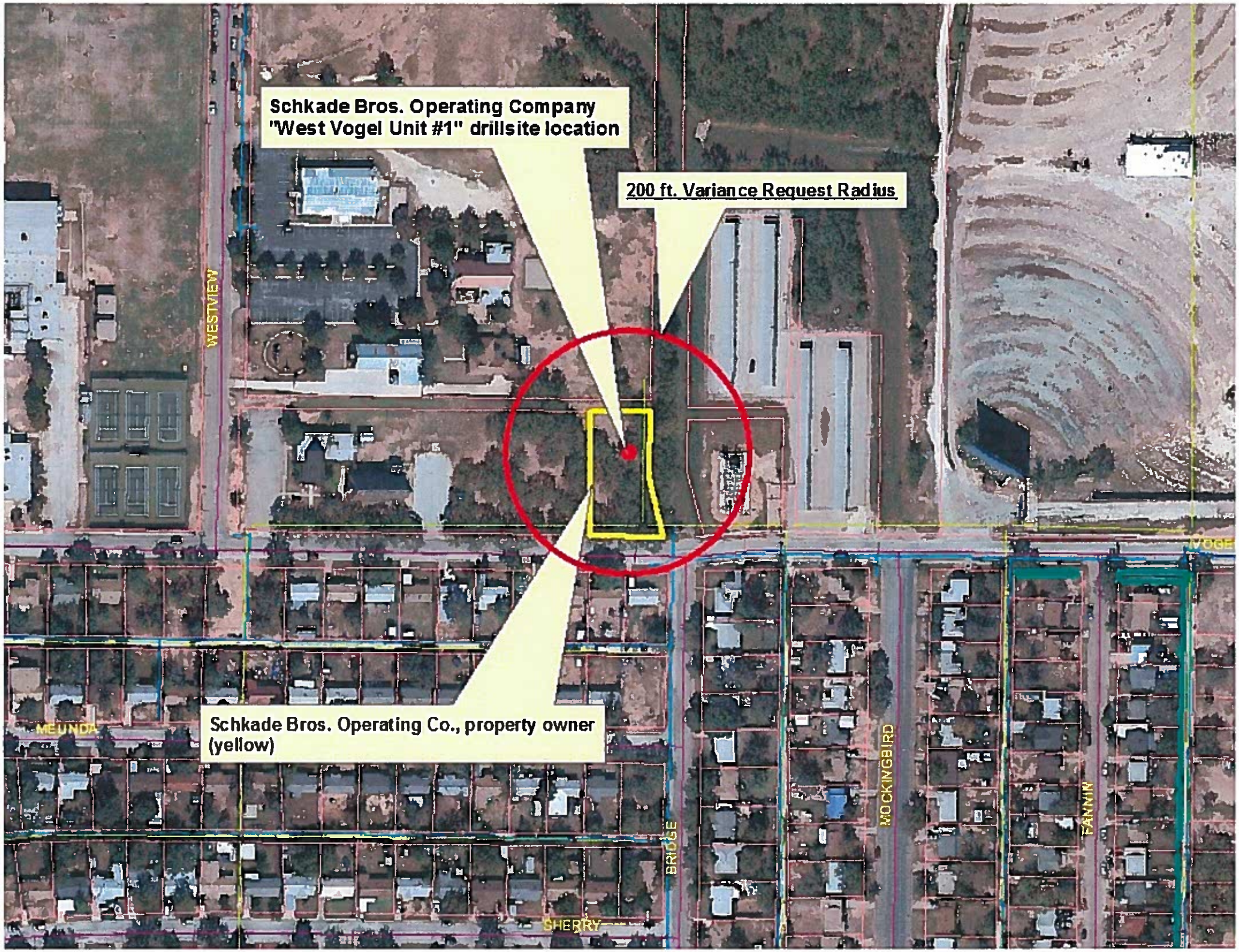
3. BECAUSE THE DRILLSITE IS LOCATED WITHIN A F.E.M.A. SPECIAL FLOOD HAZARD AREA, THE APPLICANT/PERMITTEE/OPERATOR AGREES TO USE MOBILE STEEL TANKS (PITS) FOR THE CUTTINGS FROM THE WELLBORE. EARTHEN PITS WITH BERMED WALLS MAY BE USED FOR THE DRILLING MUD AND WATER, BUT MUST BE LINED.

4. IF OIL PRODUCTION IS OBTAINED FROM THIS WELL, THE APPLICANT/PERMITTEE/OPERATOR AGREES TO INSTALL AND MAINTAIN ADEQUATE & PERMANENT SECURITY FENCING AROUND THE PUMPING UNIT/WELLSITE, FOR THE LIFE OF THIS WELL, INCLUDING THE TANK BATTERY IF THE TANK BATTERY IS LOCATED ON SITE.

THE APPLICANT/PERMITTEE/OPERATOR AGREES TO EMPLOY ALL NECESSARY, REASONABLE AND PRUDENT MEASURES TO RESTRICT OPEN PUBLIC ACCESS TO THE PUMPING UNIT, WELLSITE AND TANK BATTERY LOCATION.

5. THE CITY OF ABILENE LAND MANAGEMENT OFFICE MUST BE NOTIFIED AT LEAST TWO BUSINESS DAYS PRIOR TO COMMENCEMENT OF DRILLING OPERATIONS.

Schkade Bros. Operating Company
"West Vogel Unit #1" drillsite location
Schkade Bros. Operating Co., property owner
(yellow)
WESTVIEW
MEUNDA
BRIDGE
MOCKINGBIRD
FANNIN
SHERRY
VOGE


Schkade Bros. Operating Company
"West Vogel Unit #1" drillsite location
200 ft. Variance Request Radius
WESTVIEW
VOGEL
MELINDA
Schkade Bros. Operating Co., property owner
(yellow)
BRIDGE
MOCKINGBIRD
FANNIN
SHERRY

SKETCH PREPARED MARCH 1, 2016 BY GARY D. HUDSON R.P.L.S. 4389

Gary D Hudson

FLOOD ZONE INFORMATIONM OBTAINED FROM FEMA DIGITAL FIRM PANNEL #48441C0207F DATED JAN. 6, 2012

COPYRIGHT © 2016 BY HUDSON SURVEYING, INC.
FIRM #10043200
1002 MAC STREET
TUSCOLA, TEXAS 79562
(325) 554-7804

SKETCH SHOWING LOCATION OF FLOOD ZONE BOUNDARIES RELATIVE TO DRILL SITE WEST VOGEL UNIT NO. 1, LOCATED IN SHIPMAN SUR. 85, CITY OF ABILENE, TAYLOR CO., TEXAS

GRID NORTH

100 0 100

SCALE 1"=100'

ZONE FLOODWAY

BFE 1689

ZONE AE

1

VINCENT PALLOTTI ADDITION
CABINET 2, SLIDE 79-C

SCHKADE BROS. OPERATING COMPANY
LATITUDE = 32°28'45.04" N
LONGITUDE = 99°45'32.89" W
SURFACE ELEVATION = 1687'.
STATE PLANE COORDINATES
NAD 83, TXNC ZONE 4202

CONC. BLOCK BLDG.

CONT. NO. 1 MOCKINGBIRD SELF STORAGE ADD
CAB. 2, SL. 203-D

B

MOCKINGBIRD SELF STORAGE ADD
CAB. 2, SL. 191-D

A

SCHKADE BROS. OPER. CO.
FILE 2014#17879

LEON SUBDIVISION
CABINET 2, SLIDE 3-A

WTU ADD
CAB. 2, SL. 130-D

WTU SUBSTATION

66' 30' 73' DS 166' 133' 200'

A

1

SCHKADE BROS. OPER. CO.
3366/410

SAINT MARKS EPISCOPAL CHURCH ADDITION
CABINET 2, SLIDE 266-D

BFE 1690

VOGEL AVE
60' ROW

WEST VOGEL UNIT

10 9 8 7 6 5 4 3 2 1

GREEN ACRES ADD, SECTION 2
CABINET 2, SLIDE 20-A

32

BRIDGE ST

37

24 23

25 24 23

6

WOODLAND ADD, 2ND FILIN
PLAT BOOK 2, PAGE 546

MOCKINGBIRD LN.

32 33

LEY

FLOODPLAIN DEVELOPMENT PERMIT/APPLICATION

Application No. 081214A Date: February 11, 2016

TO THE ADMINISTRATOR: The undersigned hereby makes application for a permit to develop in a floodplain. The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be in accordance with the requirements of the Land Development Code and with all other applicable county/city ordinances, federal programs, and the laws and regulations of the State of Texas.

Enprotec / Hibbs & todd, Inc.	02-11-2016	Schkade Brothers Operating Company	02-11-2016
Owner or Agent	Date	Builder	Date
PO Box 3097, Abilene, Texas 79604		PO Box 2617, Abilene, Texas 79604	
Address		Address	
325-698-5560		325-691-9023	
Phone		Phone	

SITE DATA

1. Legal Description: A0231 Survey No. 35 James R Shipman, Tract PT of 5 Steffen and Lowden, 0.516 Acres
   Street Address N/A
2. Type of Development: Filling X Grading ____ Excavation ____ Minimum Improvement X
   Routine Maintenance ____ Substantial Improvement ____ New Construction X Other ____
3. Description of Development: Installation of one (1) Oil Well Pump Jack Unit, Piping (laid on ground surface) and related Miscellaneous Equipment and Appurtenances.
4. Premises: Structure Size 66 ft. By 45 ft. Area of Site 0.516 Acres
   Principal Use Oil Production Accessory Uses (storage, parking, etc.) N/A
5. Value of Improvement (fair market) $ N/A Pre-Improvement/Assessed Value of Structure $ N/A
6. Property Located in a Designated FLOODWAY? Yes X No ____

   IF ANSWERED YES, CERTIFICATION MUST BE PROVIDED PRIOR TO THE ISSUANCE OF A PERMIT TO DEVELOP, THAT THE PROPOSED DEVELOPMENT WILL RESULT IN NO INCREASE IN THE BASE (100-YEAR) FLOOD ELEVATIONS.
7. Property Located in a Designated Floodplain FRINGE? Yes ____ No X
8. Elevation of the 100-Year Flood (ID source) 1690.0 ft-msl per the effective FIRM and FIS Data NGVD/NAVD
9. Elevation of the Proposed Development Site 1691.0 ft-msl (minimum) NGVD/NAVD
10. Local Ordinance Elevation/Floodproofing Requirement: Structure(s) Elevated minimum of 1 foot above Base Flood Elevation NGVD/NAVD
11. Other Floodplain Elevation Information (ID and describe source) ____
12. Other Permits Required?

Corps of Engineer 404 Permit:	Yes ____	No X	Provided ____
State Department of Natural Resources 401 Permit:	Yes ____	No X	Provided ____
Environmental Protection Agency NPDES Permit:	Yes ____	No X	Provided ____

All Provisions of Ordinance Number ____, the "Floodplain Management Ordinance", shall be in Compliance.

PERMIT APPROVAL/DENIAL

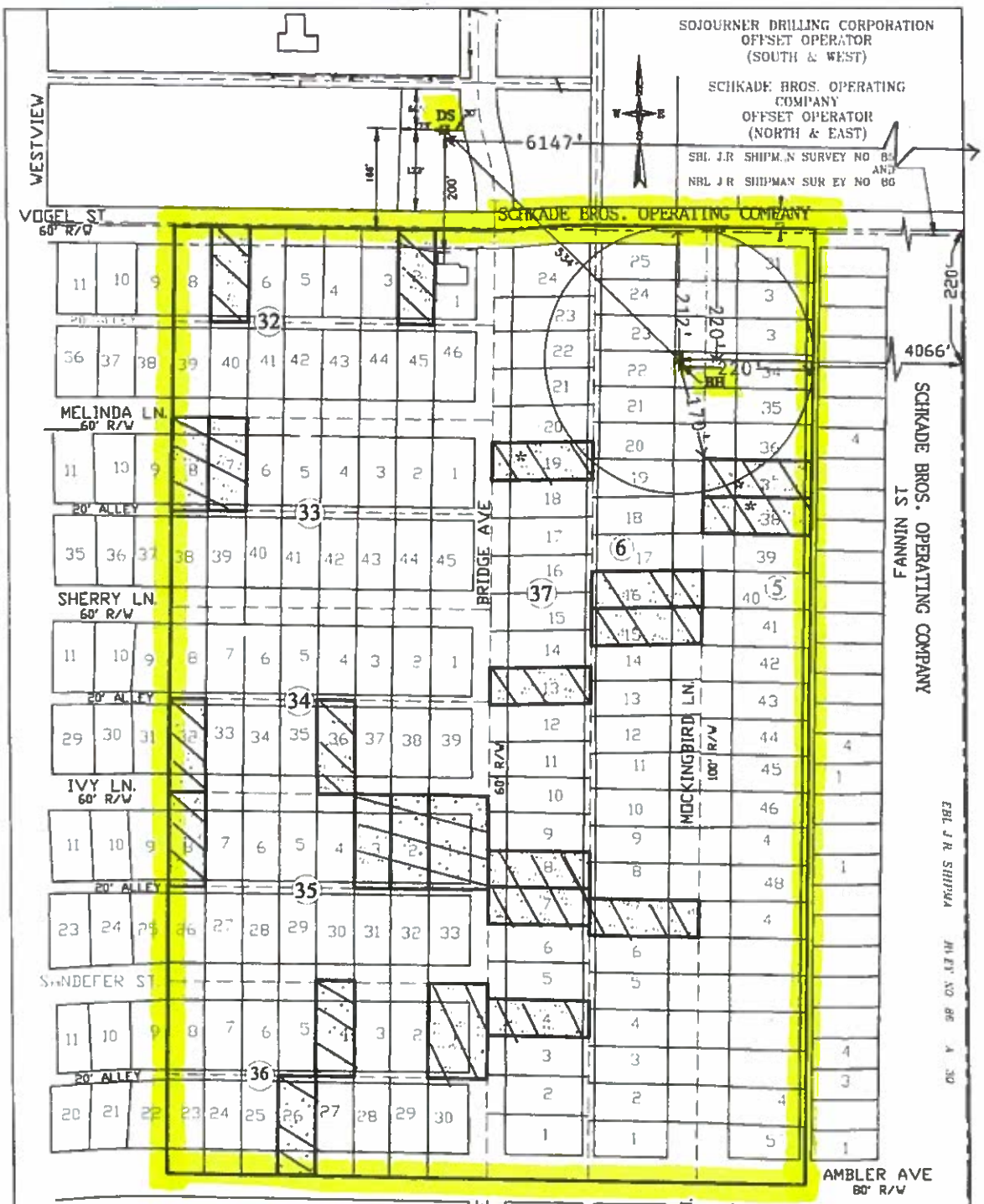
Plans and Specifications Approved/Denied this 22 Day of February 2016

Signature of Developer/Owner	Authorizing Official
Brent Schkade President	Larry M. Wright, City Engineer
Print Name and Title	Print Name and Title

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT FLOOR) OF ANY NEW OR SUBSTANITALLY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED ____ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION. IF THE PROPOSED DEVELOPMENT IS A NON-RESIDENTIAL BUILDING, THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT) OF A NEW OR SUBSTANITALLY IMPROVED NON-RESIDENTIAL BUILDING WILL BE ELEVATED OR FLOODPROOFED ____ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION.

THIS PERMIT IS USED WITH THE CONDITION THAT THE DEVELOPER/OWNER WILL PROVIDE CERTIFICATION BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR OF THE "AS-BUILT" LOWEST FLOOR (INCLUDING BASEMENT) ELEVATION OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING COVERED BY THIS PERMIT.

(CITY OF ABILENE)
November 9, 2011



Survey = J. R. SHIPMAN #85 A-231

LOCATION: DRILL SITE

LATTITUDE = 32°28'45.04" N
LONGITUDE = 99°45'32.89" W NAD 27
SURFACE ELEVATION = 1687'

166' FSL OF *SHIPMAN* SURVEY # 85

6147' FEL OF *SHIPMAN* SURVEY # 85

Survey = J. R. SHIPMAN #86 A - 230

LOCATION: BOTTOM HOLE

212' FROM NORTH SURVEY LINE
4066' FROM EAST SURVEY LINE
220' FROM EAST LEASE LINE
220' FROM NORTH LEASE LINE
LATTITUDE = 32°28'41.36" N
LONGITUDE = 99°45'28.40" W NAD 27
SURFACE ELEVATION = 1689'

Total acres in Pooled Unit
37.32 acres

NOTE HATCHED AREAS NOT LEASED

BH = BOTTOM HOLE
DS = DRILL SITE

*37/19 GARLAND REED
*5/37 ANGELINA V. AGUERO
*5/38 LADALE M. HARRIS

0' 200' 400'
SCALE 1" = 200'

I certify this plat to be true and correct to the best of my knowledge

DATE: 1-27-16

OPERATOR: SCHKADE BROS. OPERATING COMPANY

LEASE NAME & WELL NUMBER: WEST VOGEL UNIT NO. 1

NEAREST TOWN IN COUNTY: IN CITY OF ABILENE, TAYLOR COUNTY, TEXAS

CONSENT AND WAIVER TO DRILLING OPERATIONS
(By Surface Owner)

State: TEXAS
County: TAYLOR

Surface Owner: Jerome C. Hejl Jr., Trustee of the The JCH SR 2010 Trust and the Betty Grey Hejl Residuary Trust
P.O. Box 448
Abilene, Texas 79604

Operator: Schkade Bros. Operating Co.
P.O. Box 2617
Abilene, Texas 79604

Surface Owner, named above, is the owner of the surface of the lands described below:

Being 2.381 acres, more or less, out of Lot 5 of the Steffens Subdivision of Merchants Pasture, being a part of the J.R. Shipman Survey No. 85 as described in Two Tracts (1.) being the same tract in that Warranty Deed recorded in Volume 989, Page 94, Deed Records of Taylor County, Texas and (2.) being the same tract in that Warranty Deed recorded in Volume 1010, Page 771, Deed Records of Taylor County, Texas; also known as Block A & Block B of the Mockingbird Self Storage Addition, City of Abilene, Taylor County, Texas.

Surface Owner hereby consents to and waives any and all rights to object or protest the drilling by Operator and its affiliates, successors and assigns of any type of wellbore regardless of how close the same is located to the above mentioned land or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) the property described herein.

Surface Owner acknowledges and agrees that in and for good and valuable consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the above described land as proof of Surface Owner's consent to the location of any wellbore/Drill Site complying with the terms and provisions set forth above and the waiver of Surface Owner's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building, located on the property described above.

This Consent is signed by Surface Owner as of the date of the acknowledgment of Surface Owner's signature below.

Surface Owner

Jerome C. Hejl Jr.,
Trustee of the The JCH SR 2010 Trust and the Betty Grey Hejl Residuary Trust

NOTARY
1962
EBI

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this the 21ST day of Sept, 2015, by Jerome C. Hejl Jr.,Trustee of the The JCH SR 2010 Trust and the Betty Grey Hejl Residuary Trust.

Notary Public, State of Texas

ELMA B. TAPAR
Notary Public, State of Texas
My Commission Exp 07-03-17

NOTARY
2 of 2

CONSENT TO DRILLING OPERATIONS
(By Adjacent Surface Owner)

State: TEXAS
County: TAYLOR

Surface Owner: St. Mark's Episcopal Church
3150 Vogel Street
Abilene, Texas 79603

Operator: Schkade Bros. Operating Co.
P.O. Box 2617
Abilene, Texas 79604

By Adjacent Surface Owner, named above, is the owner of the surface of the lands described below:

Being 2.744 acres, more or less, being out of the western portion of the following described Three Tracts (1.) being the same tract in that Warranty Deed recorded in Volume 663, Page 587, Deed Records of Taylor County, Texas, (2.) being the same tract in that Warranty Deed recorded in Volume 1064, Page994, Deed Records of Taylor County, Texas; and (3.) being that same tract as described in that Warranty Deed recorded in Volume 676, Page 45, Deed Records of Taylor County, Texas out of Lot 5 of the Steffens Subdivision of Merchants Pasture, being a part of the J.R. Shipman Survey No. 85, Taylor County, Texas.

For good and valuable consideration, Adjacent Surface Owner hereby consents to the drilling by Operator and its affiliates, successors and assigns for the 2 wells labeled, on the attached map, as the Hughes Unit #7 and the West Vogel Unit #1. This Consent may be filed with any governmental body having jurisdiction over the drilling of these 2 wells.

This Consent is signed by Adjacent Surface Owner as of March ~~26~~ 29, 2016

Adjacent Surface Owner

Mark Shiner / Mark Dennis

St. Mark's Episcopal Church
By: RECTOR / SENIOR WARDEN

CONSENT TO DRILLING OPERATIONS
(By Adjacent Surface Owner)

State: TEXAS
County: TAYLOR

Surface Owner: The Roman Catholic Diocese of San Angelo
The Most Reverend Michael J. Sis
P.O. Box 1829
San Angelo, Texas 76902-1829

Operator: Schkade Bros. Operating Co.
P.O. Box 2617
Abilene, Texas 79604

By Adjacent Surface Owner, named above, is the owner of the surface of the lands described below:

Being all of Block 1 of the Vincent Pallotti Addition, recorded in Plat Cabinet2, Slide 79-C, Plat Records of Taylor County, Texas, being 14.3 acres, more or less, out of Lot 5 of the Steffens Subdivision of Merchants Pasture, being a part of the J.R. Shipman Survey No. 85, Taylor County, Texas.

For good and valuable consideration, Adjacent Surface Owner hereby consents to the drilling by Operator and its affiliates, successors and assigns for the 2 wells labeled, on the attached map, as the Hughes Unit #7 and the West Vogel Unit #1. This Consent may be filed with any governmental body having jurisdiction over the drilling of these 2 wells.

This Consent is signed by Adjacent Surface Owner as of March 22, 2016.

Adjacent Surface Owner

+ Michael J. Sis

The Roman Catholic Diocese of San Angelo
The Most Reverend Michael J. Sis

Sent: Tuesday, February 02, 2016 8:34 AM
To: Jeff Grindstaff (jeliz00@verizon.net)
Cc: Robbie Baxter Jr.
Subject: AEP Vogel Street Station

Jeff,
I have done some checking with our ROW agent (Robbie Baxter)and between he and I we see no problems with you guys (Schkade Brothers Operating Company) proceeding with your drilling process west of our Vogel Street station. I see no safety issues and there are no future (AEP)American Electric Power expansion projects taking place in that area anytime soon.

Thanks for bringing this to my attention in advance!
2-2-16
Curtis Michalewicz 3-1-16

Curtis Michalewicz
Station Supervisor
AEP Texas North
Office 325 674 7545
Audinet 790 7545
Cell 325 668 4451
camichalewicz@aep.com

CONSENT AND WAIVER TO DRILLING OPERATIONS
(By Surface Owner)

State: TEXAS
County: TAYLOR

Surface Owner: Rita Simmons, Daughter and Heir of Delois Glover aka Delores Glover, Deceased
2934 Old Anson Road, Apt. 1501
Abilene, Texas 79603

Operator: Schkade Bros. Operating Co.
P.O. Box 2617
Abilene, Texas 79604

Surface Owner, named above, is the owner of the surface of the lands described below:

Lot 3, Block 32, Continuation of Section 2, Green Acres Addition, also known as 3117 Vogel Street. to the City of Abilene, Texas.

Surface Owner hereby consents to and waives any and all rights to object or protest the drilling by Operator and its affiliates, successors and assigns of any type of wellbore regardless of how close the same is located to the above mentioned land or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) this lot nor shall a wellbore, on adjacent land, be closer than 50 feet of any house on the property herein.

Surface Owner acknowledges and agrees that in and for good and valuable consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the property herein described as proof of Surface Owner's consent to the location of any wellbore/Drill Site complying with the terms and provisions set forth above and the waiver of Surface Owner's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any residence or any building, located on the property described above.

This Consent is signed by Surface Owner as of the date of the acknowledgment of Surface Owner's signature below.

Surface Owner

Rita Simmons
Rita Simmons

STATE OF TEXAS }

COUNTY OF Taylor }

This instrument was acknowledged before me on 10-02-2018 by Rita Simmons, Daughter and Heir of Delois Glover aka Delores Glover, Deceased.

Notary Public

NOTARY PUBLIC STATE OF TEXAS
COY SMITH
Notary Public, State of Texas
My Commission Exp 10-17-18

CONSENT TO WELL LOCATION
(By Surface Owner)

State: TEXAS
County: TAYLOR

Surface Owner: Mary Rodriguez Escobedo
3125 Vogel St.
Abilene, Texas 79603

Operator: Schkade Bros. Operating Co.
P.O. Box 2617
Abilene, Texas 79604

Surface Owner, named above, is the owner of the surface of the lands described below:

Lot 4, Block 32, Continuation of Section 2, Green Acres Addition to the City of Abilene, Texas.

Surface Owner hereby consents to and waives any and all rights to object or protest the drilling by Operator and its affiliates, successors and assigns of any type of wellbore regardless of how close the same is located to the above mentioned land or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) this lot nor shall a wellbore, on adjacent land, be closer than 50 feet of any house on the property herein.

Surface Owner acknowledges and agrees that in and for good and valuable consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the property herein described as proof of Surface Owner's consent to the location of any wellbore/Drill Site complying with the terms and provisions set forth above and the waiver of Surface Owner's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any residence or any building, located on the property described above, or within 500 feet of the leased premises.

This Consent is signed by Surface Owner as of the date of the acknowledgment of Surface Owner's signature below.

Surface Owner

Mary Rodriguez Escobedo

Mary Rodriguez Escobedo

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this the 25 day of August, 2015, by Mary Rodriguez Escobedo .

NOTARY PUBLIC STATE OF TEXAS
COY SMITH
Notary Public, State of Texas
My Commission Exp 10-17-18

Notary Public, State of Texas

CONSENT TO WELL LOCATION
(By Surface Owner)

State: TEXAS
County: TAYLOR

Surface Owner: William C. & Beatrice A. Stilson Revocable Living Trust
3133 Vogel Street
Abilene, Texas 79603

Operator: Schkade Bros. Operating Co.
P.O. Box 2617
Abilene, Texas 79604

Surface Owner, named above, is the owner of the surface of the lands described below:

Lot 6, Block 32, Continuation of Section 2, Green Acres Addition to the City of Abilene, Texas.

Surface Owner hereby consents to and waives any and all rights to object or protest the drilling by Operator and its affiliates, successors and assigns of any type of wellbore regardless of how close the same is located to the above mentioned land or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) this lot nor shall a wellbore, on adjacent land, be closer than 50 feet of any house on the property herein.

Surface Owner acknowledges and agrees that in and for good and valuable consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the property herein described as proof of Surface Owner's consent to the location of any wellbore/Drill Site complying with the terms and provisions set forth above and the waiver of Surface Owner's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any residence or any building, located on the property described above, or within 500 feet of the leased premises.

This Consent is signed by Surface Owner as of the date of the acknowledgment of Surface Owner's signature below.

Surface Owner(s)

William Clinton Stilson
William C. & Beatrice A. Stilson Revocable Living Trust
By: William C. & Beatrice A. Stilson

Beatrice A. Stilson
Beatrice A. Stilson

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this the 3 day of August, 2015, by William C. & Beatrice A. Stilson, Trustees of the William C. & Beatrice A. Stilson Revocable Living Trust.

W.S. BS

Notary Public, State of Texas

NOTARY PUBLIC
COY SMITH
Notary Public, State of Texas
My Commission Exp 10-17-18

CONSENT AND WAIVER TO DRILLING OPERATIONS
(By Surface Owner)

State: TEXAS
County: TAYLOR

Surface Owner: Connie Bines, Daughter and Heir of Delois Glover aka Delores Glover, Deceased
1410 Kingsbridge
San Antonio, Texas 78253

Operator: Schkade Bros. Operating Co.
P.O. Box 2617
Abilene, Texas 79604

Surface Owner, named above, is the owner of the surface of the lands described below:

Lot 3, Block 32, Continuation of Section 2, Green Acres Addition to the City of Abilene, Texas.

Surface Owner hereby consents to and waives any and all rights to object or protest the drilling by Operator and its affiliates, successors and assigns of any type of wellbore regardless of how close the same is located to the above mentioned land or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) this lot nor shall a wellbore, on adjacent land, be closer than 50 feet of any house on the property herein.

Surface Owner acknowledges and agrees that in and for good and valuable consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the property herein described as proof of Surface Owner's consent to the location of any wellbore Drill Site complying with the terms and provisions set forth above and the waiver of Surface Owner's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any residence or any building, located on the property described above.

This Consent is signed by Surface Owner as of the date of the acknowledgment of Surface Owner's signature below.

Surface Owners

Connie Bines

Connie Bines

STATE OF TEXAS }

COUNTY OF Bexar }

This instrument was acknowledged before me on 12-15-15 by

Connie Bines, Daughter and Heir of Delois Glover aka Delores Glover, Deceased.

Charmaine Franklin
Notary Public

CHARMAINE FRANKLIN
My Commission Expires
January 26, 2018

CONSENT TO WELL LOCATION
(By Surface Owner)

State: TEXAS
County: TAYLOR

Surface Owner: Brian Lee Monroe
3141 Vogel Street
Abilene, Texas 79603

Operator: Schkade Bros. Operating Co.
P.O. Box 2617
Abilene, Texas 79604

Surface Owner, named above, is the owner of the surface of the lands described below:

Lot 6, Block 32, Continuation of Section 2, Green Acres Addition to the City of Abilene, Texas.

Surface Owner hereby consents to and waives any and all rights to object or protest the drilling by Operator and its affiliates, successors and assigns of any type of wellbore regardless of how close the same is located to the above mentioned land or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) this lot nor shall a wellbore, on adjacent land, be closer than 50 feet of any house on the property herein.

Surface Owner acknowledges and agrees that in and for good and valuable consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the property herein described as proof of Surface Owner's consent to the location of any oil and gas wellbore/Drill Site complying with the terms and provisions set forth above and the waiver of Surface Owner's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any residence or any building, located on the property described above, or within 500 feet of the leased premises.

This Consent is signed by Surface Owner as of the date of the acknowledgment of Surface Owner's signature below.

Surface Owner(s)

Brian Lee Monroe

Jessica Monroe

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this the 28 day of ~~August~~ December, 2015, by Brian Lee Monroe and Jessica Monroe.

Notary Public, State of Texas

COY SMITH
Notary Public, State of Texas
My Commission Exp 10-17-18

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS RECORDED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 20th day of July, 2011.

Lessor: **William C. & Beatrice A. Stilson Revocable Living Trust, 3133 Vogel Street, Abilene, Texas 79603-2127**

_____, Address: _____

Lessee: **Sojourner Drilling Corporation,** 810 Anson Avenue, Abilene, Texas 79604.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date, granting Lessee the rights therein set forth in and to the lands described on the schedule attached hereto as Exhibit A ("leased premises") subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

William C. Stilson

William C. & Beatrice A. Stilson
Revocable Living Trust

Beatrice A. Stilson

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on July 20th 2011, by William C & Beatrice A. Stilson as Trustee for the William C. & Beatrice A. Stilson Revocable Living Trust.

Elma J. Bernal
Notary Public, State of Texas

ELMA J. BERNAL
My Commission Expires
August 3, 2015

EXHIBIT "A"

All recording references are to the real property records of Taylor County, Texas

All of Sec. 2, Block 32, Lot 5, Taylor CAD # 71022, including any and all streets and alleys, located in the Green Acres Subdivision of City of Abilene, J. Shipman Survey # 86, Taylor County, Texas.

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

EXHIBIT 1

(City of Abilene-West Vogel Unit #1)

Surface Owner:

Schkade Bros. Operating Co.

Mineral / Royalty Owners:

See attached P-12

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division
PO Box 12967
Austin, Texas 78711-2967
www.rrc.state.tx.us

CERTIFICATE OF POOLING AUTHORITY

Revised 05/2001

P-12

1. Field Name(s): ALL FIELDS	2. Lease/ID Number (if assigned)	3. RRC District Number: 7B
4. Operator Name: SCHKADE BROS. OPERATING COMPANY	5. Operator P-5 Number: 752600	6. Well Number: 1
7. Pooled Unit Name: WEST VOGEL UNIT	8. API Number	9. Purpose of Filing: ☑ Drilling Permit (W-1) ☐ Completion Report
10. County: TAYLOR	11. Total acres in pooled unit: 37.32	

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

TRACT/PLAT IDENTIFIER	TRACT NAME	ACRES IN TRACT (See Inst. #7 below)	INDICATE UNDIVIDED INTERESTS UNLEASED	NON-POOLED
1/32	DOLORES J. SLOAN	.3486	☐	☐
2/32	KATHLEEN SHANNON	.2170	☑	☐
3/32	DELORES GLOVER heirs	.2170	☐	☐
4/32	MARY RODRIGUEZ ESCOBEDO	.2170	☐	☐
5/32	WILLIAM C. & BEATRICE STILSON	.2170	☐	☐
6/32	WILLIAM C. & BEATRICE STILSON (INCE FAMILY - MINERALS)	.2170	☐	☐
7/32	JAMES A. AMOS	.2170	☑	☐
8/32	JOE A. ARREDONDO	.2170	☐	☐
39/42	DAVID Q. SCHLORTT	.2156	☐	☐
40/32	ERNESTO A. DELGADO	.2156	☐	☐

CERTIFICATION:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.

Signature: Alan Burns

Print Name: ALAN BURNS

Title: AGENT

E-mail (if available): earlburnsinc@yahoo.com

Date: 1-28-16

Phone: 325-673-4548

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

1. When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
2. The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
3. If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
4. If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
5. If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
6. Identify the drill site tract with an * to the left of the tract identifier.
7. The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division
PO Box 12967
Austin, Texas 78711-2967
www.rrc.state.tx.us

CERTIFICATE OF POOLING AUTHORITY

Revised 05/2001

P-12

1. Field Name(s) ALL FIELDS	2. Lease/ID Number *(if assigned)*	3. RRC District Number 7B
4. Operator Name SCHKADE BROS. OPERATING COMPANY	5. Operator P-5 Number 752600	6. Well Number 1
7. Pooled Unit Name WEST VOGEL UNIT	8. API Number	9. Purpose of Filing [X] Drilling Permit (W-1)
10. County TAYLOR	11. Total acres in pooled unit 37.32	[ ] Completion Report

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

Tract/Plat Identifier	Tract Name	Acres in Tract *(See inst. #7 below)*	Indicate Undivided Interests Unleased	Non-Pooled
41/32	LINDA K. FLORES JOHNSON/GAITAN	.2156	[ ]	[ ]
42/32	JAMES R. ALEXANDER	.2156	[ ]	[ ]
43/32	BEATRICE AVALOS	.2170	[ ]	[ ]
44/32	GORDON & HEATHER DEMPSEY	.2170	[ ]	[ ]
45 & 46/32	RENE M. & CHERYL RODRIGUEZ Bobby Brown/Minerals	.5657	[ ]	[ ]
1/33	HERMAN C. SLOANE JR.	.3464	[ ]	[ ]
2/33	DANNY STEVENS	.2156	[ ]	[ ]
3/33	MARY ALICE LEE	.2156	[ ]	[ ]
4/33	RONALD MAURICE REVLAND & JANICE MARIE DIXON	.2156	[ ]	[ ]
5/33	MCDONALD ASSETS INC.	.2156	[ ]	[ ]

CERTIFICATION:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.

Signature _____ Print Name _____

Title _____ E-mail *(if available)* _____ Date _____ Phone _____

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

1. When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
2. The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
3. If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
4. If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
5. If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
6. Identify the drill site tract with an * to the left of the tract identifier.
7. The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division
PO Box 12967
Austin, Texas 78711-2967
www.rrc.state.tx.us

CERTIFICATE OF POOLING AUTHORITY

Revised 05/2001

P-12

1. Field Name(s) ALL FIELDS	2. Lease/ID Number *(if assigned)*	3. RRC District Number 7B
4. Operator Name SCHKADE BROS. OPERATING COMPANY	5. Operator P-5 Number 752600	6. Well Number 1
7. Pooled Unit Name WEST VOGEL UNIT	8. API Number	9. Purpose of Filing XXX Drilling Permit (W-1)
10. County TAYLOR	11. Total acres in pooled unit 37.32	☐ Completion Report

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

Tract/Plat Identifier	Tract Name	Acres in Tract *(See inst. #7 below)*	Indicate Undivided Interests Unleased	Non-Pooled
6/33	AURORA A. CISNEROS	.2156	☐	☐
7/33	WILLIAM CRAYTON DAVIS JR.	.2156	☑	☐
8/33	CHIKA JRUKA LAYMAN	.2156	☑	☐
38/33	NORVEL J. SMITH	.2156	☐	☐
39/33	CHERYL HUMPHRIES	.2156	☐	☐
40/33	CONNIE MARIE WRIGHT	.2156	☐	☐
41/33	DONALD D. WESTERMAN II	.2156	☐	☐
42/33	JULIE WARREN	.2156	☐	☐
43/33	MALEA LLC. SERIES A	.2156	☐	☐
44/33	MICHAEL & TRACEY GARCIA	.2156	☐	☐

CERTIFICATION:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.

Signature _____ Print Name _____

Title _____ E-mail *(if available)* _____ Date _____ Phone _____

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

1. When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
2. The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
3. If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
4. If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
5. If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
6. Identify the drill site tract with an * to the left of the tract identifier.
7. The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division
PO Box 12967
Austin, Texas 78711-2967
www.rrc.state.tx.us

CERTIFICATE OF POOLING AUTHORITY

Revised 05/2001

P-12

1. Field Name(s) ALL FIELDS	2. Lease/ID Number *(if assigned)*	3. RRC District Number 7B
4. Operator Name SCHKADE BROS. OPERATING COMPANY	5. Operator P-5 Number 752600	6. Well Number 1
7. Pooled Unit Name WEST VOGEL UNIT	8. API Number	9. Purpose of Filing ☒ Drilling Permit (W-1) ☐ Completion Report
10. County TAYLOR	11. Total acres in pooled unit 37.32	

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

Tract/Plat Identifier	Tract Name	Acres in Tract *(See Inst. #7 below)*	Indicate Undivided Interests Unleased	Non-Pooled
45/33	ROBERT L. & KAREN A. BURKS/GRIFFIN ROGERS III, MINERALS	.3429	☐	☐
1/34	DOROTHY L. JONES	.3429	☐	☐
2/34	LAJEDAN FAMILY PROPERTIES L.P.	.2156	☐	☐
3 & 4/34	JOE F. CRISP	.4312	☐	☐
5/34	EDNA MYRL PARKER	.2156	☐	☐
6/34	MICHAEL J. DELACRUZ	.2156	☐	☐
7/34	EUGENE JAMES WISDON	.2156	☐	☐
8/34	ERIK R. RODRIGUEZ (Petro Partners)	.2156	☐	☐
32/34	ELMER G. & RICHELLE MYERS	.2156	☑	☐
33/34	PHILLIP ROYCE ENGEL	.2156	☐	☐

CERTIFICATION:

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Signature _____ Print Name _____

Title _____ E-mail *(if available)* _____ Date _____ Phone _____

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

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2. The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
3. If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
4. If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
5. If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
6. Identify the drill site tract with an * to the left of the tract identifier.
7. The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.

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34/34	DAVID E. DAZELL, TR.	.2156	☐	☐
35/34	MARY HELON MARSHALL	.2156	☐	☐
36/34	RONALD J. ROSETTI	.2156	☑	☐
37/34	BILLY MCGREW	.1988	☐	☐
38/34	PAUL DELEON JR.	.2156	☐	☐
39/34	JUAN J. FILORIO & ERICA ROBLEDO	.3429	☐	☐
1 &2/35	ALAN GREENWOOD	.5223	☑	☐
3/35	VINCIENT J. KENNEY & DOLLIE HELLEN	.2156	☑	☐
4/35	MARK VALDEZ	.2156	☐	☐
5/35	JOVITA TURNER	.2156	☐	☐

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6/35	VERA SUE KELLLY BLASSIGAME	.2156	[ ]	[ ]
7/35	ANGELA MICHELLE LISKE	.2156	[ ]	[ ]
8/35	J. LEE & SHAROLYN ANDRESS	.2156	[✓]	[ ]
26/35	JAMES P. & SARA REEVES	.2156	[ ]	[ ]
27/35	LISA MCPETERS	.2058	[ ]	[ ]
28/35	BOBBIE & CYNTHIA COPLIN	.2100	[ ]	[ ]
29/35	FELIX GARCIA	.2156	[ ]	[ ]
30/35	MILDRED L. MCGEE	.2156	[ ]	[ ]
31/35	SHIRLEY I. STEPHENSON	.2156	[ ]	[ ]
32/35	MATTHEW JOHN O'BRIEN	.2156	[ ]	[ ]

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33/35	MITCHELL J. & MARY K. INGRAM	.3273	☐	☐
1/36	DANNY & JOANN GUTIRREZ	.3429	☑	☐
2/36	JOSE & NOEMI ARRAZOLA	.2156	☐	☐
3/36	BOBBY J. HAND (PATE)	.2156	☐	☐
4/36	MANUEL & IRMA LOPEZ	.2156	☑	☐
5/36	GLENN & LINDA LEWIS	.2156	☐	☐
6/36	GLEN W. CALDWELL	.2156	☐	☐
7/36	COLLENE FAUGHT	.2142	☐	☐
8/36	DONALD L. BURGER	.2128	☐	☐
23/36	COLLENE FAUGHT	.2254	☐	☐

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24/36	LONNIE D. SUDDENDORF	.2268	☐	☐
25/36	ROBBIN M. CALDWELL	.2268	☐	☐
26/36	THOMAS E. NOLEN, TR.	.2278	☑	☐
27/36	RONALD DEAN & JUDITH LEA BAKER	.2282	☐	☐
28/36	JOSEFA C. HERNANDEZ & FELICIANA HERNADEZ	.2282	☐	☐
29/36	JAMES & MELANIE SWINK	.2282	☐	☐
30/36	DAVID & RACHEL REESE	.3405	☐	☐
1/37	LOUIS & ANNETTE PARKER	.4204	☐	☐
2/37	JODY A. MURILLO	.2310	☐	☐
3/37	DONALD LEWIS MOORE	.2310	☐	☐

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4/37	SAMMY & LUCY MAE MAY	.2310	☑	☐
5/37	SUSANNA TEKUT	.2310	☐	☐
6/37	ANNIE WRIGHTSIL STEVENSON ET AL	. 2310	☐	☐
7/37	DAVID POHL	.2310	☑	☐
8/37	REFUGIO D. PATINO	.2310	☑	☐
9/37	DUSTIN HARBER	.2310	☐	☐
10/37	ALMA K. LEWIS THOMAS	.2310	☐	☐
11/37	CHRISOPHE & NANDESHO AIMEE KABANGA	.2310	☐	☐
12/37	GARY D. BARBIAN	.2310	☐	☐
13/37	JERRY JORDAN	.2310	☑	☐

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TRACT/PLAT IDENTIFIER	TRACT NAME	ACRES IN TRACT *(See Inst. #7 below)*	INDICATE UNDIVIDED INTERESTS UNLEASED	NON-POOLED
14/37	ANNA M. GARCIA	.2310	☐	☐
15/37	YUWANA POWELL	.2310	☐	☐
16/37	MARILYN SUE CONALLY	.2310	☐	☐
17/37	JEFFREY WAYNE BERNDT	.2310	☐	☐
18/37	ESTALA L. MARTINEZ	.2310	☐	☐
19/37	GARLAND D. REED	.2310	☑	☐
20/37	JOSEPH W. JONES	.2310	☐	☐
21/37	JIMMY LEE & MARY LEE JAMES	.2310	☐	☐
22/37	MARIA DEVORA	.2310	☐	☐
23/37	MARTIN H. POTHIER	.2310	☐	☐

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Tract/Plat Identifier	Tract Name	Acres in Tract *(See inst. #7 below)*	Indicate Undivided Interests Unleased	Non-Pooled
24/37	GARY LEE & MARILU CORPIAN	.4015	[ ]	[ ]
1/6	RACHEL RODRIGUEZ	.4178	[ ]	[ ]
2/6	ROY V. & MARIA GARZA	.2516	[ ]	[ ]
3/6	TERESA MARTINEZ ET AL	.2516	[ ]	[ ]
4/6	ROY VICTOR & MARIA A. GARZA	.2516	[ ]	[ ]
5/6	RAUL V. GARZA	.2516	[ ]	[ ]
6/6	GREGORY B. STEELE III	.2516	[ ]	[ ]
7/6	MONICA ELROD	.2516	[✓]	[ ]
8/6	MILDRED MAURINE SINGLETON	.2516	[ ]	[ ]
9/6	RONNIE ELLIOTT JR.	.2516	[ ]	[ ]

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10/6	LEZLEE GUTIERREZ VASQUEZ	.2516	☐	☐
11/6	CARMEN A. GUTIRREZ	.2516	☐	☐
12/6	CAROLYN BOYD	.2516	☐	☐
13/6	ALFRED J. & MARIA VIEYRA GARCIA	.2516	☐	☐
14/6	ROY V. & MARIA GARZA	.2516	☐	☐
15/6	ABILENE SUNRISE PROPERTIES	.2516	☑	☐
16/6	ROSA R. SANCHEZ	.2516	☑	☐
17/6	CASEY & APRIL SMITH	.2516	☐	☐
18/6	MILDRED DEBERRY	.2516	☐	☐
19/6	JOSE LEWIS ARIAS JR.	.2516	☐	☐

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DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

Tract/Plat Identifier	Tract Name	Acres in Tract *(See inst. #7 below)*	Indicate Undivided Interests Unleased	Non-Pooled
20/6	BILL & SANDRA WHEELER	.2516	☐	☐
21/6	ROBERTO CALVO LAVARIEGA & BELEN DAVILA AVALOS	.2465	☐	☐
22/6	DANNY ALLDREDGE	.2465	☐	☐
23/6	MANUEL PENA	.2465	☐	☐
24/6	TINA SUE JOHNSON	.2465	☐	☐
25/6	GERTHA LEE OLIVER ET AL	.3718	☐	☐
31/5	WOODRIDGE PROPERTIES LLP	.3595	☐	☐
32/5	JOHN & NANCY JO MARTINEZ	.2383	☐	☐
33/5	ROY & DINSEL EVANS	.2383	☐	☐
34/5	CARMEN R. PERALEZ	.2383	☐	☐

CERTIFICATION:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.

Signature _____ Print Name _____

Title _____ E-mail *(if available)* _____ Date _____ Phone _____

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

1. When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
2. The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
3. If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
4. If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
5. If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
6. Identify the drill site tract with an * to the left of the tract identifier.
7. The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division
PO Box 12967
Austin, Texas 78711-2967
www.rrc.state.tx.us

CERTIFICATE OF POOLING AUTHORITY

Revised 05/2001

P-12

1. Field Name(s) ALL FIELDS	2. Lease/ID Number *(if assigned)*	3. RRC District Number 7B
4. Operator Name SCHKADE BROS. OPERATING COMPANY	5. Operator P-5 Number 752600	6. Well Number 1
7. Pooled Unit Name WEST VOGEL UNIT	8. API Number	9. Purpose of Filing ☒ Drilling Permit (W-1)
10. County TAYLOR	11. Total acres in pooled unit 37.32	☐ Completion Report

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

Tract/Plat Identifier	Tract Name	Acres in Tract *(See inst. #7 below)*	Indicate Undivided Interests Unleased	Non-Pooled
35/5	MANUEL H. RAMIREZ & GLORIA M. MORALES	.2383	☐	☐
36/5	RAMIRO R. & ALMA R. VASQUEZ	.2424	☐	☐
37/5	ANGELINA V. AGUERO	.2424	☑	☐
38/5	LADALE M. HARRIS	.2424	☑	☐
39/5	GERALDINE E. WORD	.2424	☐	☐
40/5	KENNY & MARSHA STEVENSON	.2424	☐	☐
41/5	REMIGIO SILVA SR. & GLADYS R.	.2424	☐	☐
42/5	GLEN W. CALDWELL	.2424	☐	☐
43/5	ROY VICTOR & MARIA A. GARZA	.2424	☐	☐
44/5	WILLIAM H. ARMSTRONG II	.2424	☐	☐

CERTIFICATION:

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Signature _____ Print Name _____

Title _____ E-mail *(if available)* _____ Date _____ Phone _____

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

1. When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
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4. If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
5. If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
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7. The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.

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CERTIFICATE OF POOLING AUTHORITY

Revised 05/2001

P-12

1. Field Name(s) ALL FIELDS	2. Lease/ID Number *(if assigned)*	3. RRC District Number 7B
4. Operator Name SCHKADE BROS. OPERATING COMPANY	5. Operator P-5 Number 752600	6. Well Number 1
7. Pooled Unit Name WEST VOGEL UNIT	8. API Number	9. Purpose of Filing [XX] Drilling Permit (W-1)
10. County TAYLOR	11. Total acres in pooled unit 37.32	[ ] Completion Report

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

TRACT/PLAT IDENTIFIER	TRACT NAME	ACRES IN TRACT *(See inst. #7 below)*	INDICATE UNDIVIDED INTERESTS UNLEASED	NON-POOLED
45/5	JAMES TRINIDAD & MARIE BAUCUM	.2424	[ ]	[ ]
46/5	WANDA JEAN LIEB	.2424	[ ]	[ ]
47/5	GLENN W. CALDWELL	.2424	[ ]	[ ]
48/5	LINDA S. LOPEZ	.2424	[ ]	[ ]
49/5	EDGAR LEE BROOKS	.2424	[ ]	[ ]
50/5	ARMANDO SILLER	.2424	[ ]	[ ]
51/5	ROY V. & MARIA A. GARZA	.2424	[ ]	[ ]
52/5	RALPH G. & MARGATETA C. GONZALES	.2424	[ ]	[ ]
53/5	DOLORES H. FLORES	.2424	[ ]	[ ]
54/5	PATRICIA HERNANDEZ	.2424	[ ]	[ ]

CERTIFICATION:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.

Signature _____ Print Name _____

Title _____ E-mail *(if available)* _____ Date _____ Phone _____

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

1. When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
2. The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
3. If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
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5. If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
6. Identify the drill site tract with an * to the left of the tract identifier.
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CERTIFICATE OF POOLING AUTHORITY

Revised 05/2001

P-12

1. Field Name(s) ALL FIELDS	2. Lease/ID Number *(if assigned)*	3. RRC District Number 7B
4. Operator Name SCHKADE BROS. OPERATING COMPANY	5. Operator P-5 Number 752600	6. Well Number 1
7. Pooled Unit Name WEST VOGEL UNIT	8. API Number	9. Purpose of Filing [X] Drilling Permit (W-1)
10. County TAYLOR	11. Total acres in pooled unit 37.32	[ ] Completion Report

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

TRACT/PLAT IDENTIFIER	TRACT NAME	ACRES IN TRACT *(See inst. #7 below)*	INDICATE UNDIVIDED INTERESTS UNLEASED	NON-POOLED
55/5	RALPH G. GONZALES	.4040	[ ]	[ ]
			[ ]	[ ]
			[ ]	[ ]
			[ ]	[ ]
			[ ]	[ ]
			[ ]	[ ]
			[ ]	[ ]
			[ ]	[ ]
			[ ]	[ ]
			[ ]	[ ]

CERTIFICATION:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.

Signature: Alan Burns — Print Name: ALAN BURNS

Title: AGENT — E-mail *(if available)*: earlburnsinc@yahoo.com — Date: 1-28-16 — Phone: 325-673-4548

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

1. When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
2. The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
3. If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
4. If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
5. If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
6. Identify the drill site tract with an * to the left of the tract identifier.
7. The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.

EXHIBIT 2

(City of Abilene-West Vogel Unit #1)

See Attached RRC Form W-1 and Approval Letter from Texas Water Development Board

API No

Application Status # 813546

SWR Exception Case/Docket No

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

FORM W-1 07/2004

Permit Status: Pending Approval

The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.

1. RRC Operator No.	2. Operator's Name (as shown on form P-5, Organization Report)	3. Operator Address (include street, city, state, zip)
752600	SCHKADE BROS. OPERATING COMPANY	BOX 2617 ABILENE, TX 79604-0000

4. Lease Name	5. Well No.
WEST VOGEL UNIT	1

GENERAL INFORMATION

6. Purpose of filing (mark ALL appropriate boxes): ☒ New Drill ☐ Recompletion ☐ Reclass ☐ Field Transfer ☐ Re-Enter ☐ Amended ☐ Amended as Drilled (BHL) (Also File Form W-1D)

7. Wellbore Profile (mark ALL appropriate boxes): ☐ Vertical ☐ Horizontal (Also File Form W-1H) ☒ Directional (Also File Form W-1D) ☐ Sidetrack

8. Total Depth: 2300

9. Do you have the right to develop the minerals under any right-of-way? ☒ Yes ☐ No

10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? ☐ Yes ☒ No

SURFACE LOCATION AND ACREAGE INFORMATION

11. RRC District No.: 7B

12. County: TAYLOR

13. Surface Location: ☒ Land ☐ Bay/Estuary ☐ Inland Waterway ☐ Offshore

14. This well is to be located 0 miles in a Within direction from ABILENE which is the nearest town in the county of the well site.

15. Section	16. Block	17. Survey	18. Abstract No.	19. Distance to nearest lease line	20. Number of contiguous acres in lease, pooled unit, or unitized tract
85		SHIPMAN, J R	A-231	170 ft	37.32

21. Lease Perpendiculars: 166 ft from the S OFF LEASE line and 6147 ft from the E OFF LEASE line

22. Survey Perpendiculars: 166 ft from the SOUTH line and 6147 ft from the EAST line

23. Is this a pooled unit? ☒ Yes ☐ No

24. Unitization Docket No

25. Are you applying for Substandard Acreage Field? ☐ Yes (attach Form W-1A) ☒ No

FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line.

26. RRC District No	27. Field No.	28. Field Name (exactly as shown in RRC records)	29. Well Type	30. Completion Depth	31. Distance to Nearest Well in this Reservoir	32. Number of Wells on this lease in this Reservoir
7B	15666650	CARL WORSHAM CATCLAW (TANNEHILL)	Oil Well	1866	0.00	1
7B	88520001	TAYLOR COUNTY REGULAR	Oil Well	2300	0.00	1
7B	08293750	BINGO (SADDLE CREEK)	Oil Well	1900	0.00	1
7B	88520025	TAYLOR COUNTY REGULAR (GAS)	Gas Well	2300	0.00	1

BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1D attachment)

Remarks

[FILER Jan 28, 2016 3:42 PM]: SURFACE DRILL SITE LOCATION IS OFF LEASE.; [RRC STAFF Jan 29, 2016 8:49 AM]: There have been problems identified with this permit (see problem letter attachment). Notification sent.; [RRC STAFF Jan 29, 2016 10:25 AM]: Problems identified with this permit are resolved.

Certificate:

I certify that information stated in this application is true and complete, to the best of my knowledge.

Alan Burns, Agenrt — Name of filer

Jan 28, 2016 — Date submitted

(325)6734548 — Phone

earlburnsinc@yahoo.com — E-mail Address (OPTIONAL)

RRC Use Only Data Validation Time Stamp: Feb 1, 2016 11:55 AM (Current Version)

Permit Status:	Pending Approval

The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

W-1 Supplemental Field Data
07/2004

Status #	813546
Approved Date:	

1. RRC Operator No	2. Operator's Name (exactly as shown on form P-5, Organization Report)	3. Lease Name	4. County
752600	SCHKADE BROS. OPERATING COMPANY	WEST VOGEL UNIT	TAYLOR

ADDITIONAL FIELD INFORMATION (continued from Page 1)

26. RRC District No.	27. Field No.	28. Field Name (exactly as shown in RRC records)	29. Well Type	30. Completion Depth	31. Distance to Nearest Well in this Reservoir	32. Number of Wells on this lease in this Reservoir
7B	00014001	WILDCAT	Oil or Gas Well	2300	0.00	1

Permit Status: Pending Approval

The RRC has not approved this application. Duplication or distribution of information is at the user's own risk

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.

Form W-1D 07/2004

Supplemental Directional Well Information

Status # 813546

Approved Date:

1. RRC Operator No.	2. Operator's Name (exactly as shown on form P-5, Organization Report)	3. Lease Name	4. Well No
752600	SCHKADE BROS. OPERATING COMPANY	WEST VOGEL UNIT	1

Lateral Drainhole Location Information

5. Field as shown on Form W-1: CARL WORSHAM CATCLAW (TANNEHILL) (Field # 15666650, RRC District 7B)

6. Section	7. Block	8. Survey	9. Abstract	10. County of BHL
86		SHIPMAN, J R	230	TAYLOR

11. Botton hole Lease Line Perpendiculars
220 ft. from the NORTH line, and 220 ft. from the EAST line

12. Bottom hole Survey Line Perpendiculars #
212 ft. from the NORTH line, and 4066 ft. from the EAST line

5. Field as shown on Form W-1: TAYLOR COUNTY REGULAR (Field # 88520001, RRC District 7B)

6. Section	7. Block	8. Survey	9. Abstract	10. County of BHL
85		SHIPMAN, J R	231	TAYLOR

11. Botton hole Lease Line Perpendiculars
220 ft. from the NORTH line, and 220 ft. from the EAST line

12. Bottom hole Survey Line Perpendiculars #
212 ft. from the NORTH line, and 4066 ft. from the EAST line

5. Field as shown on Form W-1: BINGO (SADDLE CREEK) (Field # 08293750, RRC District 7B)

6. Section	7. Block	8. Survey	9. Abstract	10. County of BHL
86		SHIPMAN, J R	230	TAYLOR

11. Botton hole Lease Line Perpendiculars
220 ft. from the NORTH line, and 220 ft. from the EAST line

12. Bottom hole Survey Line Perpendiculars #
212 ft. from the NORTH line, and 4066 ft. from the EAST line

Permit Status: Pending Approval

The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

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Form W-1D 07/2004

Supplemental Directional Well Information

Status # 813546

Approved Date:

1. RRC Operator No.	2. Operator's Name (exactly as shown on form P-5, Organization Report)	3. Lease Name	4. Well No.
752600	SCHKADE BROS. OPERATING COMPANY	WEST VOGEL UNIT	1

Lateral Drainhole Location Information

5. Field as shown on Form W-1: TAYLOR COUNTY REGULAR (GAS) (Field # 88520025, RRC District 7B)

6. Section	7. Block	8. Survey	9. Abstract	10. County of BHL
85		SHIPMAN, J R	231	TAYLOR

11. Botton hole Lease Line Perpendiculars
220 ft. from the NORTH line, and 220 ft. from the EAST line

12. Bottom hole Survey Line Perpendiculars #
212 ft. from the NORTH line, and 4066 ft. from the EAST line

5. Field as shown on Form W-1: WILDCAT (Field # 00014001, RRC District 7B)

6. Section	7. Block	8. Survey	9. Abstract	10. County of BHL
85		SHIPMAN, J R	231	TAYLOR

11. Botton hole Lease Line Perpendiculars
220 ft. from the NORTH line, and 220 ft. from the EAST line

12. Bottom hole Survey Line Perpendiculars #
212 ft. from the NORTH line, and 4066 ft. from the EAST line

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
813546	Mar 02, 2016	* 7B
API NUMBER	**FORM W-1 RECEIVED**	**COUNTY**
42-441-34523	Jan 28, 2016	TAYLOR
TYPE OF OPERATION	**WELLBORE PROFILE(S)**	**ACRES**
NEW DRILL	Directional	37.32

OPERATOR 752600

SCHKADE BROS. OPERATING COMPANY

BOX 2617
ABILENE, TX 79604-0000

NOTICE
This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored.
District Office Telephone No:
(325) 677-3545

LEASE NAME	WELL NUMBER
WEST VOGEL UNIT	1
LOCATION	**TOTAL DEPTH**
0 miles Within direction from ABILENE	2300

Section, Block and/or Survey

SECTION 85 BLOCK ABSTRACT 231

SURVEY SHIPMAN, J R

DISTANCE TO SURVEY LINES	DISTANCE TO NEAREST LEASE LINE
166 ft. SOUTH 6147 ft. EAST	170 ft.
DISTANCE TO LEASE LINES	**DISTANCE TO NEAREST WELL ON LEASE**
166 ft. S OFF LEASE 6147 ft. E OFF LEASE	See FIELD(s) Below

FIELD(s) and LIMITATIONS:

* SEE FIELD DISTRICT FOR REPORTING PURPOSES *
** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(A) **
CASE NO. 0299642

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST
** CARL WORSHAM CATCLAW (TANNEHILL)	37.32	1,866	1	7B
WEST VOGEL UNIT	170		0	

WELLBORE PROFILE(s) FOR FIELD: Directional

RESTRICTIONS:

```
Bottom Hole: BH1
  BH County: TAYLOR
  Section: 86          Block:              Abstract: 230
  Survey: SHIPMAN, J R
  Lease Lines:       220.0 F NORTH L
                     220.0 F EAST L
  Survey Lines:      212.0 F NORTH L
                    4066.0 F EAST L
```

** WILDCAT	37.32	2,300	1	7B
WEST VOGEL UNIT	170		0	

WELLBORE PROFILE(s) FOR FIELD: Directional

RESTRICTIONS:

```
Bottom Hole: BH1
  Lease Lines:       220.0 F NORTH L
                     220.0 F EAST L
  Survey Lines:      212.0 F NORTH L
                    4066.0 F EAST L
```

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
813546	Mar 02, 2016	* 7B
API NUMBER	**FORM W-1 RECEIVED**	**COUNTY**
42-441-34523	Jan 28, 2016	TAYLOR
TYPE OF OPERATION	**WELLBORE PROFILE(S)**	**ACRES**
NEW DRILL	Directional	37.32

OPERATOR 752600

SCHKADE BROS. OPERATING COMPANY

BOX 2617
ABILENE, TX 79604-0000

NOTICE
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District Office Telephone No:
(325) 677-3545

LEASE NAME	WELL NUMBER
WEST VOGEL UNIT	1
LOCATION	**TOTAL DEPTH**
0 miles Within direction from ABILENE	2300

Section, Block and/or Survey

SECTION 85 BLOCK ABSTRACT 231

SURVEY SHIPMAN, J R

DISTANCE TO SURVEY LINES	DISTANCE TO NEAREST LEASE LINE
166 ft. SOUTH 6147 ft. EAST	170 ft.
DISTANCE TO LEASE LINES	**DISTANCE TO NEAREST WELL ON LEASE**
166 ft. S OFF LEASE 6147 ft. E OFF LEASE	See FIELD(s) Below

FIELD(s) and LIMITATIONS:

* SEE FIELD DISTRICT FOR REPORTING PURPOSES *
** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(A) **
CASE NO. 0299642

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST
** TAYLOR COUNTY REGULAR (GAS)	37.32	2,300	1	7B
WEST VOGEL UNIT	170		0	

WELLBORE PROFILE(s) FOR FIELD: Directional

RESTRICTIONS:
```
Bottom Hole: BH1
  Lease Lines:      220.0 F NORTH L
                    220.0 F EAST L
  Survey Lines:     212.0 F NORTH L
                   4066.0 F EAST L
```

BINGO (SADDLE CREEK)	37.32	1,900	1	7B
WEST VOGEL UNIT	170		0	

WELLBORE PROFILE(s) FOR FIELD: Directional

RESTRICTIONS:
```
Bottom Hole: BH1
  BH County: TAYLOR
  Section: 86          Block:          Abstract: 230
  Survey: SHIPMAN, J R
  Lease Lines:      220.0 F NORTH L
                    220.0 F EAST L
  Survey Lines:     212.0 F NORTH L
                   4066.0 F EAST L
```

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
813546	Mar 02, 2016	* 7B
API NUMBER	**FORM W-1 RECEIVED**	**COUNTY**
42-441-34523	Jan 28, 2016	TAYLOR
TYPE OF OPERATION	**WELLBORE PROFILE(S)**	**ACRES**
NEW DRILL	Directional	37.32

OPERATOR 752600

SCHKADE BROS. OPERATING COMPANY

BOX 2617
ABILENE, TX 79604-0000

NOTICE
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District Office Telephone No:
(325) 677-3545

LEASE NAME	WELL NUMBER
WEST VOGEL UNIT	1
LOCATION	**TOTAL DEPTH**
0 miles Within direction from ABILENE	2300

Section, Block and/or Survey

SECTION 85 BLOCK ABSTRACT 231

SURVEY SHIPMAN, J R

DISTANCE TO SURVEY LINES	DISTANCE TO NEAREST LEASE LINE
166 ft. SOUTH 6147 ft. EAST	170 ft.
DISTANCE TO LEASE LINES	**DISTANCE TO NEAREST WELL ON LEASE**
166 ft. S OFF LEASE 6147 ft. E OFF LEASE	See FIELD(s) Below

FIELD(s) and LIMITATIONS:

* SEE FIELD DISTRICT FOR REPORTING PURPOSES *
** THIS PERMIT IS GRANTED PURSUANT TO STATEWIDE RULE 37(h)(2)(A) **
CASE NO. 0299642

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST
** TAYLOR COUNTY REGULAR	37.32	2,300	1	7B
WEST VOGEL UNIT	170		0	

WELLBORE PROFILE(s) FOR FIELD: Directional

RESTRICTIONS:

```
Bottom Hole: BH1
  Lease Lines:      220.0 F NORTH L
                    220.0 F EAST L
  Survey Lines:     212.0 F NORTH L
                   4066.0 F EAST L
```

' ** ' PRECEDING FIELD NAME INDICATES RULE (R37)

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.

This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
SWR #13 Formation Data

TAYLOR (441) County

Formation	Shallow Top	Deep Top	Remarks	Geological Order	Effective Date
COLEMAN JUNCTION	600	1,400	corrosive, SW flow	1	12/17/2013
FLIPPEN	2,320	2,580	disposal	2	12/17/2013
UNIDENTIFIED-COUNTY REGULAR	2,450	4,320	disposal	3	12/17/2013
SADDLE CREEK	2,250	2,250	disposal	4	12/17/2013
COOK	2,190	2,430	disposal	5	12/17/2013
HOPE LIME	2,570	2,570	disposal	6	12/17/2013
KING SAND	2,020	2,020	disposal	7	12/17/2013
CISCO	2,230	3,990	disposal	8	12/17/2013
SWASTIKA	3,220	3,220	disposal	9	12/17/2013
PALO PINTO LIME	2,680	4,100	disposal	10	12/17/2013
CANYON REEF	3,200	4,320	disposal	11	12/17/2013
HOPE SAND	2,400	2,400	disposal	12	12/17/2013
ELLENBURGER	4,510	6,000	disposal	13	12/17/2013
CAMBRIAN SAND	5,500	5,800	disposal	14	12/17/2013

The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. Formation "TOP" information listed reflects an estimated range based on geologic variances across the county. To clarify, the "Deep Top" is not the bottom of the formation; it is the deepest depth at which the "TOP" of the formation has been or might be encountered. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information.
http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info

GROUNDWATER PROTECTION DETERMINATION

Form GW-2

Groundwater Advisory Unit

Date Issued:	02 February 2016	**GAU Number:**	150527

Attention:	SCHKADE BROS. OPERATING	**API Number:**	
	BOX 2617	**County:**	TAYLOR
	ABILENE, TX 79604	**Lease Name:**	WEST VOGEL UNIT
Operator No.:	752600	**Lease Number:**	
		Well Number:	1
		Total Vertical Depth:	2300
		Latitude:	32.479178
		Longitude:	-99.759136
		Datum:	NAD27

Purpose: New Drill

Location: Survey-SHIPMAN, J R; Abstract-231; Section-85

To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Railroad Commission of Texas recommends:

The interval from the land surface to a depth of 100 feet must be protected.

This recommendation is applicable to all wells within a radius of 200 feet of this location.

Note: Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. This recommendation is for normal drilling, production, and plugging operations only. It does not apply to saltwater disposal operation into a nonproductive zone (RRC Form W-14).

This determination is based on information provided when the application was submitted on 02/01/2016. If the location information has changed, you must contact the Groundwater Advisory Unit, and submit a new application if necessary. If you have questions, please contact us at 512-463-2741 or gau@rrc.texas.gov.

Groundwater Advisory Unit, Oil and Gas Division

EXHIBIT 3

(City of Abilene-West Vogel Unit #1)

See Attached Certificate of Insurance

SCHKA-1 OP ID: SJ

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Perry Hunter Hall, Inc.
P.O. Box 1400
Abilene, TX 79604
Ronny Jaye Bryant

CONTACT NAME: Ronny Jaye Bryant
PHONE (A/C, No, Ext): 325-673-6414 FAX (A/C, No): 325-673-4413
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: St Paul Fire & Marine Ins. Co.	24767
INSURER B: Progressive	24260
INSURER C: Texas Mutual Insurance Company	22945
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Schkade Brothers Operating Co,
Inc & Schkade Production Co.
P.O. Box 2617
Abilene, TX 79604

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZPP91M14388-15-N4	09/10/2015	09/10/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER.							$
B	AUTOMOBILE LIABILITY			08226317-6	09/10/2015	09/10/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			ZPP91M14388-15-N4	09/10/2015	09/10/2016	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED / X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001030231	09/10/2015	09/10/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oil/Gas Lease Operations. General Liability includes Blanket Additional Insured & Blanket Waiver of Subrogation which apply if required in written contract.

CERTIFICATE HOLDER

CITY OF

City of Abilene
P.O. Box 60
Abilene, TX 79604

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ronny J. Bryant

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EXHIBIT 4

A $10,000 Performance Bond or Irrevocable Letter of Credit will be provided by the Applicant/Permit Holder upon approval/granting of the permit by City Council, as allowed by the City's Oil and Gas Ordinance, Chapter 21, Section 21-32. **The drilling permit will not be issued and drilling operations shall not be allowed to commence** until the required Performance Bond or Irrevocable Letter of Credit, conditioned to fully comply with Chapter 21, Section 21-32 of the Oil and Gas Ordinance, is provided.

JEFF GRINDSTAFF
LAND AND MINERALS

P.O. Box 269
Ballinger, Texas 76821
Phone: 325-365-3515

P.O. Box 548
San Angelo, Texas 76902
E-mail: jeliz00@verizon.net
Cell: (325) 669-4650

March 31, 2016

Mr. Travis McClure
Land Manager
City of Abilene

(Hand Delivered)

Re: Drilling Permit, West Vogel Unit #1
City of Abilene, Taylor County, Texas

Dear Travis,

Please find attached the Drilling Permit for the above mentioned well. Should you require any additional information please contact me at any time.

Thanking you for your assistance, I am

Very truly yours,

Jeff Grindstaff, Agent and Landman representing
Schkade Brothers Operating Company

Off. 325-365-3515
Cell 325-669-4650

City Council
Agenda Memo

City Council Meeting Date: 5/26/2016

TO: **Robert Hanna, City Manager**

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

SUBJECT: **Resolution: Authorizing the City Manager enter to into a contract with Justice Construction, Inc. and to expend Public, Education & Government funds for the meeting room at the South Branch Library.(*Andrews*)**

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 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 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

Staff initiated a competitive sealed proposal process for the meeting room. On Monday, May 16, 2016, the proposals were opened and only one firm, Justice Construction, Inc. submitted a proposal.

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

$120,668 to Justice Construction, Inc. from the City's PEG Fund.

STAFF RECOMMENDATION

Staff recommends approval of a resolution authorizing the City Manager to enter into a contract with Justice Construction, Inc. and 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 ENTER INTO A CONTRACT WITH JUSTICE CONSTRUCTION, INC. AND 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 City of Abilene conducted a competitive sealed proposal process to procure the construction services to build the meeting room; and

WHEREAS, Justice Construction, Inc., submitted a proposal totaling $120,668 to construct the meeting room; and

WHEREAS, the City's Public, Education and Government (PEG) Channel 2 receives programming money from Suddenlink in accordance with the statewide cable franchise agreement. 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.

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

Part 1: The City Manager is hereby authorized to enter into a contract with Justice Construction, Inc. to expend public, education & government funds in the amount of $120,668 for the meeting room at the South Branch Library.

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

ADOPTED this 26th day of May, 2016.

ATTEST:

_____
Danette Dunlap, City Secretary

_____
Norman Archibald, Mayor

APPROVED:

_____
Stanley Smith, Interim City Attorney

City Council
Agenda Memo

City Council Meeting Date: 5/26/2016

TO: **Robert Hanna, City Manager**

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

SUBJECT: **Resolution: Authorizing the City Manager to execute an amendment to the Memorandum Agreement between the City of Abilene and the Friends of the Abilene Public Library for the construction of the improvements in the new south branch location of the Abilene Public Library. *(Andrews)***

GENERAL INFORMATION

On September 21, 2015, the City of Abilene entered into a Memorandum Agreement with the Friends of the Abilene Public Library (Friends) for the construction of the improvements in the new south branch location of the Abilene Public Library. In this agreement, it stipulated that the Friends would be solely responsible for the raising of funds and the payment of all expenses contemplated in any contract for the design and construction of improvements to the leased space at the Mall of Abilene that will become the new South Branch Library. In order to utilize the Public, Educational, and Governmental (PEG) funds for construction of the meeting room at this location an amendment to the Agreement will need to be executed.

Staff may be bringing future items for City Council consideration pertaining to furniture, fixtures and equipment for the new branch.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval of a resolution authorizing the City Manager to execute an amendment to the Memorandum Agreement between the City of Abilene and the Friends of the Abilene Public Library for the construction of the improvements in the new south branch location of the Abilene Public Library.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
Memorandum Agreement	Backup Material
Updated Amendment to Agreement	Backup Material
Resolution	Resolution Letter

MEMORANDUM AGREEMENT BETWEEN THE CITY OF ABILENE AND THE FRIENDS OF THE ABILENE PUBLIC LIBRARY FOR THE CONSTRUCTION OF IMPROVEMENTS IN THE NEW SOUTH BRANCH LOCATION OF THE ABILENE PUBLIC LIBRARY

WHEREAS, the South Branch of the Abilene Public Library has grown beyond its leased space of 5600 square feet at 1401 South Danville; and,

WHEREAS, the current location's lease expires on July 31, 2015; and,

WHEREAS, a Request for Proposal process was initiated in March to seek new leased space to house the south branch library with room for programs and services; and,

WHEREAS, two respondents submitted proposals for consideration; and,

WHEREAS, a selection team composed of library staff, City Administration, Library Advisory Board members, and Friends of the Library members selected the proposal from Jones, Lang, LaSalle for space #1246 at the Mall of Abilene; and,

WHEREAS, the Library Advisory Board passed Resolution 2015-3 at its meeting on June 22, 2015 recommending relocation to the Mall of Abilene; and,

WHEREAS, On June 23, 2015 the Friends of the Abilene Public Library met and voted to pledge $500,000.00 to the relocation of the South Branch Library; and,

WHEREAS, On July 10, 2015 the City Council of the City of Abilene approved the relocation of the South Branch Library to the Mall of Abilene; and,

WHEREAS, once the South Branch Library renovations are constructed, the Friends will dedicate the improvements to the City of Abilene; and

WHEREAS, after the dedication, the City of Abilene will be responsible for the upkeep and maintenance of the South Branch Library;

NOW THEREFORE, it is hereby agreed between the City of Abilene and Friends that:

1. The design and construction plans for the South Branch Library will be approved by the Director of Community Services.

2. Friends shall be solely responsible for the raising of funds and the payment of all expenses contemplated in any contract for the design and construction of improvements to the leased space at the Mall of Abilene that will become the new South Branch Library.

3. City shall contribute its tenant inducement payment in the amount of $150,000.00 toward the construction of improvements upon receipt from the Mall of Abilene.

4. **Friends will indemnify and hold harmless the City of Abilene, its officers, agents, and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs arising out of or resulting from Friends activities conducted in connection with or incidental to this Agreement and from any liability arising out of or resulting from the intentional acts or negligence, including all causes of action based upon common, constitutional, or statutory law, or based in part thereon of Friends, including but not limited to its officers, agents, employees, contractors, licensees, invitees, and other persons.**

5. Friends will at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, contractors, invitees, and other persons as well as their property, while in the vicinity of its activities at the South Branch Library leased space. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of Friends, including but not limited to its officers, agents, members, participants, invitees, and other persons.

6. City and Friends will provide each other with prompt and timely notice of any event, covered by the indemnity section of this Agreement. In the event a claim or action is filed with respect to the indemnity section, the City may employ attorneys of its own choosing to appear and defend the claim or action on behalf of the City.

7. Friends will insure that the agreement between Friends and the selected architect will include public liability insurance in the amounts and with the terms set forth in Attachment A to this Agreement as well as indemnity provisions to the extent allowed by state law from the architect for the benefit of both Friends and the City.

8. Friends will insure that the agreement between Friends and/or the architect and the selected contractor will include public liability insurance in the amounts and with the terms set forth in Attachment A to this Agreement as well as indemnity provisions to the extent allowed by state law from the contractor for the benefit of both Friends and the City.

9. Friends will insure that the lease agreement provisions contained in Attachment B regarding the Mall of Abilene rules and regulations for construction within the lease space are included and strictly enforced in any contract for design and construction of the South Branch Library.

10. Friends will provide and assign any builders warranty to the City of Abilene with a term of no less than one year.

11. The improvements will be constructed using equipment and materials that meet current energy efficiency standards. All mechanicals will be of an appropriate size for the structure as industry standards dictate.

12. Upon completion and acceptance of the improvements, the City will be responsible for the care and maintenance and operational costs of the South Branch Library.

IN WITNESS WHEREOF, THE CITY AND FRIENDS have entered into this Agreement this the 21 day of September 2015.

CITY OF ABILENE

Robert Hanna
City Manager

ATTEST:

Jeanette Dunlap
City Secretary

Approved:

City Attorney

FRIENDS OF THE LIBRARY

President Elect and
Chair of Friend of the Library
South Branch Task Force Chair

ATTEST:

Garrett Smith
Treasurer

Attachment A

INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

Before the City executes the notice to proceed with any work under this agreement, the Contractor must provide the Community Services and Friends President with either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance. Thereafter, the Contractor must furnish new certificates or copies of the policy before the expiration date.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

1. Name the City and Friends of the Library as an additional insured with respect to operations for which this agreement is made.

2. Provide for 30-day advance written notice of cancellation or material change.

C. TYPES AND AMOUNT OF INSURANCE

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

Type	Amount
_x_ 1. Workers' Compensation	Statutory

	Employer's Liability	$100,000 per occurrence
_x_	2. Commercial (Public) Liability including but not limited to: . Premises/Operations . Independent Contractors . Products/Completed Operations . Contractual Liability (Insuring above indemnity) and where the exposures exist . Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_x_	3. Business Automobile Liability to include coverage for: . Owned/Leased Autos . Non-Owned Autos . Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_x_	4. Professional Liability	$500,000 combined single limit (per occurrence)
___	5. See Addendum for Special Coverages and/or revisions	
___	6. No Insurance Required	

INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

"Contractor's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Contractor.

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

(i) injury or damage to any property or right

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

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

(iv) all other costs and expenses of litigation

"Friends" shall mean all officers, agents and employees of the Friends of the Abilene Public Library

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

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

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

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

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's employees while in the vicinity where the work is being done. Neither the City nor the Friends is liable or responsible for the negligence or intentional acts or omissions of the Contractor or Contractor's employees.

Neither the City nor the Friends assume any responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Contractor.

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

Attachment B

Lease Provisions Regarding Construction for South Branch Library.

The Construction Manager is responsible for adhering to the terms and conditions stated in these lease provisions.

The following provisions must be acknowledged and included, where applicable, in any contracts for design and construction of the improvements at the South Branch Library:

Section 3.02 Tenant's Work. Tenant shall install new or like new fixtures and shelving in the Premises and otherwise remodel the Premises as Tenant desires in accordance with the criteria, procedures and schedules set forth in this Lease. "Tenant's Work" means all work required to be performed in the Premises under this Section and all other alterations to the Premises made by Tenant pursuant to this Lease. Tenant's Work will be at Tenant's sole cost, comply with all applicable governmental laws, ordinances, rules, regulations, codes and other governmental restrictions or requirements and be performed in a first-class and workmanlike manner, incorporating only new materials. Tenant shall commence Tenant's Work promptly after Landlord has turned over possession of the Premises to Tenant, and complete Tenant's Work no later than the Construction Completion Date.

Section 3.03 Plans and Specifications. On or before the 60th day following full execution of this Lease, Tenant shall submit to Landlord for approval a written description of Tenant's Work, material samples and sign plans ("Tenant's Plans"), which will be prepared in conformity with the requirements of this Lease, provided that Tenant shall provide plans and specifications to Landlord for review if Tenant intends to alter the exterior storefront of the Premises. Within 20 days following receipt of Tenant's Plans, Landlord will notify Tenant of any changes reasonably required by Landlord. Promptly following receipt of Landlord's notice, Tenant shall revise Tenant's Plans to incorporate Landlord's required changes and will deliver the revised plans to Landlord within 20 days following receipt of Landlord's notice. If Landlord requires further changes to Tenant's Plans, Tenant will similarly revise and resubmit them to Landlord within an additional period of 20 days. Approval of Tenant's Plans will not constitute an assumption of responsibility by Landlord for their accuracy, sufficiency or compliance with any applicable governmental laws, ordinances, rules, regulations, codes or other governmental restrictions or requirements. Tenant may not begin any work in the Premises until Tenant receives Landlord's written approval of Tenant's Plans which approval shall not be unduly delayed.

Section 3.04 General Requirements. In performing Tenant's Work, Tenant shall comply with the following requirements:

(a) The parties acknowledge that Tenant intends to perform Tenant's Work itself, and in such event, Landlord acknowledges that Tenant is a self-insured entity and shall only be required to provide the Supplemental Policy described in Section 6.01 below before commencing Tenant's

Work. In the event that Tenant causes any third party contractor to perform Tenant's Work, Tenant may not permit its contractors to commence any work until such contractors provide the following and shall cause its contractors to maintain during the period of construction and fixturing work within the Premises the following: (i) "All Risk" Builder's Risk Insurance covering the full replacement value of all work done and fixtures and equipment installed at the Premises in a form and from companies reasonably acceptable to Landlord; (ii) Commercial General Liability Insurance with minimum limits with respect to bodily injury or death and property damage of $5,000,000 per occurrence and general aggregate naming Landlord, Landlord's managing agent and Landlord's lender as additional insureds in a form and from companies reasonably acceptable to Landlord; and (iii) payment and performance bonds or other security satisfactory to Landlord for the prompt and faithful performance of Tenant's Work, assuring completion of Tenant's Work and conditioned that Landlord will be held harmless from payment of any claim either by way of damages or liens on account of bills for labor or material in connection with Tenant's Work.

(b) Tenant shall perform Tenant's Work in a manner so as to avoid any labor dispute which is likely to cause stoppage or impairment of work or delivery service or any other services in the Center. In the event there is any such stoppage or impairment as the result of any labor dispute, Tenant shall take all actions reasonably necessary to eliminate the dispute, including without limitation removing the disputants from the job site until the dispute is over.

(c) All utility charges in connection with Tenant's Work will be at Tenant's expense. Tenant's Work will comply with all applicable governmental laws, ordinances, rules, regulations, codes and other governmental restrictions or requirements. Tenant shall obtain at its expense all permits and pay all fees required by public authorities or utility companies in connection with Tenant's Work.

(d) Tenant shall maintain the Premises in a clean and orderly condition during construction and shall keep the Common Areas free of Tenant's or its contractors' trash and personal property. Tenant shall remove on a daily basis all unused construction materials, equipment shipping containers, packaging, debris and waste from the Center and deposit them in receptacles provided by Landlord (or, at Landlord's option, in receptacles provided by Tenant and placed in a location designated by Landlord) or otherwise remove them from the Center.

(e) Tenant will not be permitted to open the Premises for business until all of the following are completed: (i) the satisfactory completion by Tenant of all of Tenant's Work; (ii) the issuance of a Certificate of Occupancy by the applicable governmental agency in the municipality where the Center is located; and (iii) Tenant's Work is complete and the Premises are constructed in accordance with Tenant's Plans.

(f) Landlord will have the right to enter the Premises during construction and take such steps Landlord reasonably deems necessary for the protection of the Center and any adjacent premises. Landlord will have the right to perform any portion of Tenant's Work at Tenant's cost that Landlord reasonably determines should be performed immediately and on an emergency basis to protect the safety of persons and the physical integrity of the Center.

(g) INTENTIONALLY OMITTED.

(h) Tenant shall coordinate Tenant's Work with all work being performed by Landlord or other occupants of the Center so that Tenant's Work will not interfere with the operation of the Center or interfere with or delay the completion of other work in the Center. Tenant shall comply with, and shall cause its contractors and subcontractors to comply with, all reasonable rules and regulations of the Center, including without limitation construction procedures and regulations.

(i) Except as specifically provided in this Lease, Tenant shall not be required to pay any so-called construction chargebacks or any other charges for construction work performed by Landlord to the Premises for the benefit of Tenant. The following, whether or not deemed construction chargebacks, will not be waived: sprinkler shut down fees; any revisions to Landlord's systems (e.g., HVAC, mechanical, electrical) necessary to accommodate Tenant's design, in cases where Tenant's store design standards require revisions to such systems; reimbursements to Landlord for roof penetrations performed by Landlord's roofing contractor in connection with Tenant's Work; costs incurred by Landlord for the installation and maintenance of any smoke detection or evacuation system or other life safety system in the Center, including air balancing in the Premises and elsewhere in the Center; charges for utilities consumed by Tenant during Tenant's construction and prior to the date Tenant contracts directly for utility services; charges for trash removal during construction of the Premises.

(j) Within 30 days following completion of Tenant's Work or any subsequent Tenant improvements, Tenant shall deliver to Landlord (i) all certificates and other approvals with respect to Tenant's Work that may be required from any governmental authority and any board of underwriter's or similar body for the use and occupancy of the Premises, including without limitation the underwriter's approval of Tenant's sprinkler installation, if necessary; and (ii) an original executed final lien waiver and release of mechanics' liens for the Premises, executed by Tenant's general contractor and by every subcontractor and supplier of labor and materials engaged in Tenant's Work supplying labor or materials indicating that all amounts due to such parties have been paid in full. The above notwithstanding, Tenant shall only be required to obtain such waiver and releases for those parties supplying material or labor in the amount of $2,500 or more; provided, however, such amounts do not exceed $20,000 in the aggregate (otherwise Tenant must supply such waivers and releases).

Section 3.05 **Alterations**. Tenant may make alterations to the Premises subject to the limitations set forth in this Lease. All alterations will be at Tenant's expense and may not reduce the value of the Premises. Tenant shall not perform any of the following alterations to the Premises without obtaining Landlord's prior written consent: (a) any alterations costing in excess of $10 multiplied times the number of square feet of floor area in the Premises; (b) any alterations involving structural alterations or additions; (c) any alterations affecting the exterior storefront, signs, graphics, mechanical system, exterior walls, floors, ceilings or the roof of the Premises; (d) any alterations that erect or increase the size of an existing mezzanine; and (e) any alterations that require or result in any penetration into or through the roof or the floor of the Premises. Tenant shall give Landlord at least 15 days prior written notice before starting any alterations to the Premises, whether or not Landlord's consent is required by this Lease.

Section 3.06 **Signs; Displays**. Tenant may place such signs on the interior of the Premises as Tenant desires. In addition, Tenant may place such exterior signs on the Premises as comply with the provisions of this Section 3.08 and such ancillary small signs related to Library

operations as Tenant may desire, such as hours of operation or book drop, etc. All exterior signs will comply with City of Abilene Ordinance and the rights of Major Tenants and will consist of exterior building mounted and monument signage. Exterior signage will be approved by Landlord provided signage is in compliance with code and conveys location and purpose of the Library facility. Landlord will not refuse reasonable exterior signage requests provided they comply with the provisions set forth above.

Section 3.07 <u>Construction Liens</u>.

(a) Tenant may not cause, suffer or permit, and shall have no authority to create, any liens for labor or materials on the interest of either the Landlord or of the lessor under any ground lease in the Premises or the Center. Notwithstanding anything in this Lease, the interest of Landlord shall not be subject to liens for improvements made by the Tenant. All other persons contracting with Tenant for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration or repair of any facilities or other improvements on or about the Premises, and all materialmen, contractors, subcontractors, mechanics and laborers are charged with notice that they must look only to the Tenant and to the Tenant's interest in the Premises to secure payment of any bill for work done or materials furnished at the request or instruction of Tenant. Nothing in this Lease shall be construed as in any way constituting a consent, request or requirement by Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvement, alteration or repair of or to the Premises or to any buildings or improvements thereon, or to any part thereof. Notwithstanding anything in this Lease, or in any other writing signed by Landlord to the contrary, neither this Lease nor any other writing by Landlord shall be construed as evidencing, indicating, or causing an appearance that any erection, construction, alteration or repair to be done, or caused to be done, by Tenant was in fact for the immediate use and benefit of Landlord. Neither the requirement in this Lease that the Tenant perform certain construction work in the Premises nor Landlord's participation in the plan review and approval process should be deemed to make the Tenant an agent of Landlord for any purpose, including without limitation, in carrying out the construction work required by this Lease. Any such construction work will be done exclusively for the benefit of the Tenant, is not performed for or on behalf of Landlord, and Landlord receives no benefit from such work. When a new tenant acquires possession of the Premises, such new tenant will be required to make improvements to the Premises that will suit the particular needs of the new tenant.

(b) Tenant agrees that it will not enter into any contract for construction work to the Premises unless the following language is included in such contract: "Notwithstanding anything herein to the contrary, the contractor acknowledges that Tenant holds only a leasehold interest in the property which is the subject matter of this contract. Tenant is not the agent of the owner of the property, and no lien resulting from work performed under this contract will attach to the interest of such owner." Landlord and its representatives shall have the right to go upon and inspect the Premises at all reasonable times at their own risk and shall have the right to post and keep posted thereon notices of non-responsibility or such other notices that Landlord may deem to be proper for the protection of Landlord's interest in the Premises and the Center.

(c) If a lien is filed, Tenant shall notify Landlord in writing within 5 days of Tenant's receiving notice of such lien. Tenant may contest the lien in good faith, but even if Tenant contests the lien, within 10 days after the lien is filed, Tenant shall have the lien released of record by

payment, bond, court order, or otherwise. If Tenant fails to release of record any such lien within the above period, at its option Landlord may pay the claim or post a bond. Any payments, costs and expenses, including without limitation reasonable attorney's fees and expenses incurred by Landlord will be paid by Tenant to Landlord within 30 days of billing, together with interest at the Default Rate from the dates such amounts are incurred.

FIRST AMENDMENT TO THE MEMORANDUM AGREEMENT BETWEEN THE CITY OF ABILENE AND THE FRIENDS OF THE ABILENE PUBLIC LIBRARY FOR THE CONSTRUCTION OF THE IMPROVEMENTS IN THE NEW SOUTH BRANCH LOCATION OF THE ABILENE PUBLIC LIBRARY

WHEREAS, the Abilene City Council has approved the expenditure of Public Educational and Governmental funds for the construction of the meeting room at the South Branch of the Abilene Public Library; and

WHEREAS, the parties hereto desire to amend the Memorandum Agreement to allow the City of Abilene (City) to expend PEG funds for the construction of a meeting room within the leased space at the Mall of Abilene that will become the new South Branch Library; and

WHEREAS, any savings of funds realized by the Friends of the Abilene Public Library (Friends) shall be allocated to other improvements for the South Branch Library.

NOW THEREFORE, pursuant to the mutual covenants and promises contained herein, it is hereby agreed between the City and the Friends that:

1. Item number 2 of the Memorandum Agreement dated September 21, 2015 be amended as follows: "With the exception of the meeting room at the South Branch Library, Friends shall be solely responsible for the raising of funds and the payment of all expenses contemplated in any contract for the design and construction of improvements to the leased space at the Mall of Abilene that will become the new South Branch Library. The City will be solely responsible for the payment of expenses of the construction of the meeting room at the South Branch Library. Any savings of funds realized therefrom by the Friends shall be reallocated to other improvements for the South Branch Library."

2. All other terms of the MEMORANDUM AGREEMENT BETWEEN THE CITY OF ABILENE AND THE FRIENDS OF THE ABILENE PUBLIC LIBRARY FOR THE CONSTRUCTION OF THE IMPROVEMENTS IN THE NEW SOUTH BRANCH LOCATION OF THE ABILENE PUBLIC LIBRARY dated September 21, 2015 shall remain in effect.

IN WITNESS WHEREOF, THE CITY AND FRIENDS have entered into this Agreement this the _____ day of _____, 2016.

CITY OF ABILENE

ATTEST:

_____
City Manager

_____
City Secretary

Approved:

_____
City Attorney

FRIENDS OF THE ABILENE PUBLIC LIBRARY

ATTEST:

_____
President and Chair
Friends of the Abilene Public Library
South Branch Task Force Chair

_____
Treasurer

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE MEMORANDUM AGREEMENT BETWEEN THE CITY OF ABILENE AND THE FRIENDS OF THE ABILENE PUBLIC LIBRARY FOR THE CONSTRUCTION OF THE IMPROVEMENTS IN THE NEW SOUTH BRANCH LOCATION OF THE ABILENE PUBLIC LIBRARY.

WHEREAS, on September 21, 2015, the City of Abilene (City) and the Friends of the Abilene Public Library (Friends) entered into a Memorandum Agreement for the construction of improvements for the new South Branch Public Library; and

WHEREAS, the Memorandum Agreement required the Friends to be solely responsible for the raising of funds and the payment of all expenses contemplated in the design and construction of improvements to the leased space at the Mall of Abilene which will become the new South Branch Library; and

WHEREAS, the City has determined that a meeting room within the new South Branch Library would serve as a location for Public, Education and Governmental programming on the City's public access channel; and

WHEREAS, the City is allowed to expend Public, Educational, and Governmental (PEG) Funds for the construction of the new South Branch Library meeting room; and

WHEREAS, the amendment will allow the City to expend Public, Educational, and Governmental Funds for the construction of the new South Branch Library meeting room, and will allow any savings realized by Friends to be allocated for other improvements to the new South Branch Library.

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

Part 1: The City Manager is hereby authorized to execute an Amendment to the Memorandum Agreement with Friends of the Abilene Public Library to allow the City of Abilene to expend PEG Funds for a meeting room within the new South Branch Library, and allow any savings realized by Friends of the Abilene Public Library to be allocated for other improvements to the new South Branch Library.

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

ADOPTED this 26th day of May, 2016.

ATTEST:

_____	_____
Danette Dunlap, City Secretary	Norman Archibald, Mayor

APPROVED:

_____

Stanley Smith, Interim City Attorney