



## City of Abilene City Council Agenda

Shane Price, Council Member  
Bruce Kreidler, 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, 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, August 25, 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 Kreidler

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

**4. PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND  
ANNOUNCEMENTS**

**5. MINUTES**

1. Approval of the Minutes from the August 11th 2016 Regular Council Meeting.

**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. **Resolution:** Abilene-Taylor County Events Venue District Revised FY 2016 and Approved FY 2017 Budget. **(Rains)**
2. **Resolution:** Authorizing the City Manager to execute an Interlocal Agreement between the City of Abilene and Taylor County for office supplies and furniture. **(Rains)**
3. **Resolution:** City of Abilene's Nomination of Health Care Service Corporation (Blue Cross Blue Shield) as an Enterprise Project to the State of Texas under the Enterprise Zone Program. **(Sharp)**



4. **Resolution:** Award of Contract to Fugro Roadware, Inc. for a Roadway Network Inventory. ***(Rice)***
5. **Resolution:** A Resolution of the City Council of the City of Abilene, Texas granting general authority to the City Manager to approve changes orders involving \$50,000 or less. ***(Lisenbee)***
6. **Ordinance:** (First Reading) **Z-2016-33** A request from Taylor County Disabled American Veterans, Chapter 36 to zone property from RS-6 (Single-Family Residential) to RS-6/H (Single-Family Residential/Historic Overlay) zoning, located at 2555 Grape St.; and setting a public hearing for September 8th, 2016. ***(Schoening)***
7. **Ordinance:** (First Reading) **Z-2016-34** A request from Abilene Christian University, agents McMahon, Surovik Suttle, P.C. & Enprotec/Hibbs & Todd Inc., to rezone property from CU/COR (College University/Corridor Overlay) to PD/COR (Planned Development) zoning, located at the northeast & the northwest corners of Ambler Ave & N. Judge Ely Blvd.; and setting a public hearing for September 8th 2016. ***(Schoening)***
8. **Ordinance:** (First Reading) **Z-2016-35** a request from Mark Huffington, agent Jacob & Martin Ltd. and City of Abilene, to amend PD-32 (Planned Development) specifically by allowing uses permitted in NR (Neighborhood Retail) as well as in O (Office) districts on all properties bordering west and north sides of Hospital Drive.; and setting a public hearing for September 8th 2016. ***(Schoening)***
9. **Ordinance:** (First Reading) **Z-2016-36** A request from PAK Harris Ltd, agent Kevin Phillips, to rezone property from HC (Heavy Commercial), LI (Light Industrial), & HI (Heavy Industrial) to PD (Planned Development) district, located on the north side of the 900-1500 blks. of Ben Richey Drive, the south side of the 1100-1400 blks. of Petroleum Drive, and 4485 S. Treadaway Blvd.; and setting a public hearing for September 8th 2016. ***(Schoening)***
10. **Ordinance:** (First Reading) **Z-2016-38** A request from Aaron Waldrop, agent Jacob & Martin, to rezone property from AO (Agricultural Open Space) to RS-6 (Single-Family Residential) & MD (Medium Density Residential) zoning, located at the southeast corner of Maple St and Colony Hill Rd.; and setting a public hearing for September 8, 2016. ***(Schoening)***
11. **Ordinance:** (First Reading) **TC-2016-01** a request from ACU, agents McMahon, Surovik Suttle, P.C. & Enprotec/Hibbs & Todd Inc., to abandon a triangular segment from the west margin of the right-of-way of ACU Drive at the intersection with N. Judge Ely Blvd. ***(Schoening)***

**7. REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS**

1. **Resolution:** Award of Bid through BuyBoard, Solid Waste Roll Off Truck. ***(Rains)***
2. **Ordinance & Public Hearing:** Proposed 2016 Tax Rate; and setting a public hearing for September 8th, 2016. ***(Rains)***
3. **Ordinance:** Authorizing City of Abilene, Texas Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2016. ***(Rains)***
4. **Ordinance:** Authorizing City of Abilene, Texas General Obligation Refunding



and Improvement Bonds, Series 2016. **(Rains)**

5. **Presentation, Discussion and Action:** Pilot, Subscription Based, Single Stream, Automated, Residential Curbside Recycling Program **(Rice)**
6. **Policy Statement:** Consider the adoption of Council Policy 2016-003 - City Sponsored Events. **(Hanna)**

## 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. **Resolution:** Development Corporation of Abilene Assistance for Broadwind Towers Expansion. **(Sharp)**
2. **Ordinance:** *(First Reading)* Granting to AEP Texas North Company, its successors and assigns, a non-exclusive right to use and occupy public rights-of-way within the City of Abilene for the Construction and Operation of an Electric Transmission and distribution System; and setting a public hearing for September 8th 2016. **(Smith)**
3. **Resolution:** Authorizing a Development Agreement between City of Abilene and PDG, Inc. for a Pedestrian and Vehicular Bridge.

## 11. ADJOURNMENT

*In compliance with the Americans with Disabilities Act, the City of Abilene will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact Danette Dunlap, City Secretary, at 325-676-6202.*

## **CERTIFICATION**

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

\_\_\_\_\_  
Danette Dunlap, City Secretary

## **EXECUTIVE SESSION (Consultation with Attorney) Section 551.071**

A) Eminent domain



- B) AEP Franchise
- C) Ordinance 01-2016
- D) TML-IRP - City Roofs

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, filed August 7, 2014
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, filed March 16, 2106.
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
9. Gary Corpian and Marilu Lee Corpian v. City of Abilene, Texas, Cause No. 49451-A, In the 42<sup>nd</sup> Judicial District Court, Taylor County, Texas, filed June 24, 2016

#### **(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.  
Firemen's Pension Fund Board  
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**

D) Pedestrian and Vehicular Bridge Agreement  
E) DCOA - Broadwind Towers Expansion

**(Deliberations about Gifts and Donations) Section 551.073**

**(Deliberations about Security Devices) Section 551.076**





**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO: Robert Hanna, City Manager**

**FROM: Mike Rains, Director of Finance**

**SUBJECT: Resolution: Abilene-Taylor County Events Venue District Revised FY 2016 and Approved FY 2017 Budget. (Rains)**

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**GENERAL INFORMATION**

In accordance with the bylaws, attached is the budget of the Abilene-Taylor County Events Venue District. The Board approved this funding at their July 18, 2016 meeting. Board members are Mayor Norm Archibald, County Judge Downing Bolls, Jr., Councilman Kyle McAlister, County Commissioner Stan Egger, and Glenn Dromgoole.

*Fiscal Year 2016:*

Collections for FY 2016 are expected to be 2% below the the original estimate.

*Fiscal Year 2017:*

Collections for FY 2017 are expected to remain flat compared to the 2016 Revised amounts.

The Board approved distributing all funds after the debt payment and the administrative expenses are paid based on the newly approved allocation of 55% for Frontier *Texas!* and 45% for Expo Center. A portion will go toward payment on the bonds issued for improvements to the Expo Center and Abilene Independent School District's Shotwell Stadium. This amount is deducted prior to distributing any balance.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

All funds are generated from the 2% hotel/motel venue tax. No City or County funds go to the District.

**STAFF RECOMMENDATION**

Staff recommends acknowledging receipt of this budget by Resolution.

**BOARD OR COMMISSION RECOMMENDATION**



**ATTACHMENTS:**

Description	Type
▣ Resolution Venue District Budget	Resolution Letter
▣ Resolution Exhibit A	Resolution Letter
▣ Powerpoint - Acknowledging Receipt of Venue Budget	Presentation



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
ACKNOWLEDGING RECEIPT OF THE ABILENE-TAYLOR COUNTY EVENTS VENUE  
DISTRICT'S BUDGET FOR REVISED FY 2016 AND APPROVED FY 2017**

**WHEREAS**, the Abilene-Taylor County Events Venue District's board of directors approved their Revised FY 2016 and Approved FY 2017's budget at their July 18, 2016 board meeting; and

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

**WHEREAS**, attached as Exhibit A is the Revised FY 2016 and Approved FY 2017 budget of the Abilene-Taylor County Events Venue District.

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

Part 1: The City Council of the City of Abilene, Texas has received and reviewed the budget of the Abilene-Taylor County Events Venue District for Revised FY 2016 and Approved FY 2017.

**ADOPTED this 25<sup>th</sup> day of August, 2016.**

ATTEST:

\_\_\_\_\_  
Danette Dunlap, City Secretary

\_\_\_\_\_  
Norman Archibald, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney



**ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT  
VENUE PROJECT FUND  
STATEMENT OF REVENUES & EXPENDITURES  
2016-17 BUDGET**

	ACTUAL 2014-15	APPROVED 2015-16	REVISED 2015-16	APPROVED 2016-17
Undesignated Balance	\$5,000	\$5,000	\$5,000	\$5,000
<b><u>REVENUE</u></b>				
Venue Tax	\$925,087	\$880,000	\$860,000	\$860,000
Miscellaneous Revenue	3,609	3	2,500	15
Total Revenue	\$928,696	\$880,003	\$862,500	\$860,015
Total Resources	\$933,696	\$885,003	\$867,500	\$865,015
<b><u>EXPENDITURES</u></b>				
Transfer to Debt Service	\$106,455	\$103,368	\$103,368	\$105,215
Frontier Texas! Operating Funds	466,127	432,650	422,873	405,680
Expo Center Operating Funds	337,540	326,385	319,009	331,920
Administrative Fee	18,574	17,600	17,250	17,200
Total Expenditures	\$928,696	\$880,003	\$862,500	\$860,015
Undesignated Balance	\$5,000	\$5,000	\$5,000	\$5,000



**ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT  
INTEREST AND SINKING FUND  
STATEMENT OF REVENUES & EXPENDITURES  
2016-17 BUDGET**

	ACTUAL 2014-15	APPROVED 2015-16	REVISED 2015-16	APPROVED 2016-17
Designated Balance	\$26,574	\$26,594	\$26,602	\$26,742
<b><u>REVENUE</u></b>				
Transfer from Project Fund	\$106,455	\$103,368	\$103,368	\$105,215
Interest on Investments	29	25	140	140
Total Revenue	\$106,484	\$103,393	\$103,508	\$105,355
Total Resources	\$133,058	\$129,987	\$130,110	\$132,097
<b><u>EXPENDITURES</u></b>				
Principal	\$65,000	\$65,000	\$65,000	\$70,000
Interest	41,456	38,368	38,368	35,215
Total Expenditures	\$106,456	\$103,368	\$103,368	\$105,215
Designated Balance	\$26,602	\$26,619	\$26,742	\$26,882

Note:				
AISD-Shotwell - Parking Lot Debt - 76.74%	\$81,694	\$79,325	\$79,325	\$80,742
Expo Debt - 23.26%	24,761	24,043	24,043	24,473
Total	\$106,455	\$103,368	\$103,368	\$105,215



## **Resolution Acknowledging Abilene-Taylor County Events Venue District Revised FY 2016 and Approved FY 2017 Budget**

- In accordance with the Venue District's bylaws their budget must be presented to the City Council.
- Funds from the District are solely from the 2% hotel/motel venue tax. No City or County funds are received by the District
- The net collections of the District will be distributed 55% for Frontier Texas and 45% for the Expo Center for FY 2017.







**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO: Robert Hanna, City Manager**

**FROM: Mike Rains, Director of Finance**

**Resolution: Authorizing the City Manager to execute an Interlocal Agreement between  
SUBJECT: the City of Abilene and Taylor County for office supplies and furniture. *(Rains)***

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**GENERAL INFORMATION**

Taylor County has competitively bid and awarded a contract for office supplies and furniture. Staff is requesting to enter into an Interlocal Agreement with Taylor County to join this contract. The process complies with the state bidding requirements, identified quality vendors, and relieves the burden of governmental purchasing functions, and reduces the cost of supplies and furniture with economies of scale.

The City has been a participant of previous Interlocal Agreements of this type with Taylor County. The Interlocal Agreement does not require an annual fee. The bid contract began on August 1, 2016 and ends on July 31, 2017. The Bid specifications allow for four one-year extensions if both (Taylor County and each vendor) parties agree.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

Supplies are purchased directly from the vendors on an as needed basis and are budgeted in the various departments. Taylor County selected three companies for the contract; Office Depot, O'Kelley's Office Products and Officewise Furniture & Supplies.

**STAFF RECOMMENDATION**

Staff recommends the City Council authorize the City Manager to execute an Interlocal Agreement with Taylor County and designate the Purchasing Administrator as the authorized contact representative.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**



Description	Type
▣ Resolution	Resolution Letter
▣ Exhibit A Interlocal Agreement	Resolution Letter
▣ Powerpoint - Interlocal Agreement with Taylor County for Office Supplies and Furniture	Presentation



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL GOVERNMENT  
AGREEMENT WITH COUNTY OF TAYLOR, TEXAS.**

**WHEREAS**, Interlocal Cooperation Contracts are authorized through Chapter 791 of the Texas Government Code; and

**WHEREAS**, it is economically advantageous for both the City and the County to cooperate in the purchase of office supplies and furniture; and

**WHEREAS**, the County agrees to advertise the Invitation to Bid (I.T.B) on specifications I.T.B. 2016-102 for the purchase of office supplies and furniture on a “discount-off-list” basis; and

**WHEREAS**, the County will award the office supply and furniture bid according to the specifications I.T.B. 2016-102 and according to the Texas Civil Statutes and Local Government Code; and

**WHEREAS**, the City may participate in I.T.B. 2016-102 as a purchasing entity, ordering, receiving, and paying as a separate entity, through a separate account according to the Terms, Conditions, and Specifications of I.T.B. 2016-102; and,

**WHEREAS**, the Term of this agreement will be from August 1, 2016 until July 31, 2017. Either party may terminate this contract at any time by giving sixty (60) days’ notice. This agreement may be renewed for no more than four (4) successive terms after the initial term expires in one year increments.

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

**Part 1:** The City Manager is authorized to enter into an interlocal government agreement with County of Taylor, Exhibit A attached.

**Part 2:** The County agrees to advertise the Invitation to Bid for the purchase of office supplies and furniture on a “discount-off-list” basis.

**Part 3:** The term of this agreement will be from August 1, 2016 until July 31, 2017. Either party may terminate this contract at any time by giving sixty (60) days’ notice. This agreement may be renewed for no more than four (4) successive terms after the initial term expires in one year increments

**ADOPTED this 25<sup>th</sup> day of August, 2016.**

ATTEST:

\_\_\_\_\_  
Danette Dunlap, City Secretary

\_\_\_\_\_  
Norman Archibald, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney



**City of Abilene, Texas**

**Interlocal Government Agreement**

**With**

**County of Taylor, Texas**

**to participate in an Office Supply and Furniture Contract**

THIS CONTRACT AND AGREEMENT, entered into this first (1 st) day of August 2016, by and between the City of Abilene, hereinafter referred to as "the City", and by and through its duly authorized City Manager, and the County of Taylor, hereinafter referred to as "the County", by and through its duly authorized County Judge, both parties acting herein under the authority and pursuant to the terms of Chapter 791 of the Texas Government Code, known as the "Interlocal Cooperation Contracts".

Whereas, it will be economically advantageous for both parties to cooperate in the purchase of office supplies and furniture, NOW, THEREFORE, the City and the County agree as follows:

1. The County agrees to advertise the Invitation to Bid on specifications I. T. B. 2016-102 for the purchase of office supplies and furniture on a "discount -off-list" basis.

2. County will award the office supply and furniture bid according to the specifications I. T. B. 2016-102 and according to the Texas Civil Statutes and Local Government Code.

3. The City may participate in I. T. B. 2016-102 as a purchasing entity, ordering, receiving, and paying as a separate entity, through a separate account according to the Terms, Conditions, and Specifications of I. T. B. 2016-102.

4. Term - The term of this agreement will be from August 1, 2016 until July 31, 2017. Either party may terminate this contract at any time by giving sixty (60) days notice. This agreement may be renewed for no more than four- (4) successive terms after the initial term expires in one year increments.

IN WITNESS WHEREOF, the City and the County has respectfully caused this Agreement and Contract to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

COUNTY JUDGE

CITY OF ABILENE

By: \_\_\_\_\_  
Downing A. Bolls Jr., County Judge

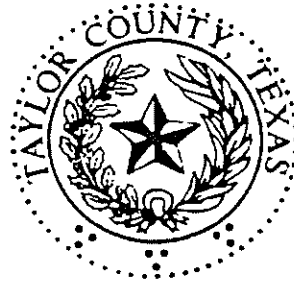
By: \_\_\_\_\_  
Robert Hanna, City Manager



# **Taylor County**

**Purchasing Agent**

**Scott Henderson**  
**600 Pecan Street**  
**Abilene, Texas 79602**  
**Phone - 325-738-8602**  
**FAX - 325-674-1375**  
**E-Mail – [henderss@taylorcountytexas.org](mailto:henderss@taylorcountytexas.org)**



7/14/2016

City of Abilene Purchasing Department  
Attn: Melissa Denson  
555 Walnut Street, Room 201A  
Abilene, Texas 79604

Enclosed is the evaluation for the Office Supply & Furniture bid. The Commissioners' Court awarded the bid to 3 vendors and they are listed below. We ask that each entity participating look at each vendor and purchase from one or all three in order to achieve the best value for your purchases. Each of you should be familiar with Office Depot on-line services and ordering and if not please call Melissa Goode with Office Depot and they can get you started. Likewise a new vendor to all of us was awarded in Officewise and you will need to contact Carole Capps to setup your account.

The bid contract begins on August 1, 2016 and ends on July 31, 2017. The bid specifications allow for four one year extensions if both (Taylor County and each vendor) parties agree.

<b>OFFICE DEPOT</b>	<b>ON LINE</b>
<b>Representative: Territory Development Manager</b>	
<b>Melissa Goode</b>	
<b>Cell: 806-543-0137</b>	

<b>O'KELLEY OFFICE PRODUCTS</b>	<b>CARROLL O'KELLY</b>
<b>325-673-6422</b>	<b>SUSAN O'KELLEY</b>

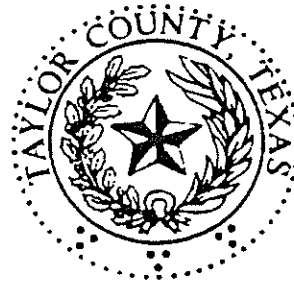
<b>OFFICEWISE FURNITURE &amp; SUPPLY</b>	<b>ON LINE</b>
<b>Representative: Account Manager</b>	
<b>CAROLE CAPPS</b>	
<b>Cell: 432-307-0222</b>	
<b><a href="mailto:ccapps@officewiseco.com">ccapps@officewiseco.com</a></b>	



# Taylor County

Purchasing Agent

Scott Henderson  
 600 Pecan Street  
 Abilene, Texas 79602  
 Phone - 325-738-8602  
 FAX - 325-674-1375  
 E-Mail – henderss@taylorcountytexas.org



7/12/2016

## EVALUATION I.T.B. 2016-102 OFFICE SUPPLIES AND FURNITURE

Description	Office Depot	O'Kelley	Officewise
<b>Office Supplies:</b>			
Percentage off Mfg. List Price Consumables	45%	10-50%	10-80%
Percentage off Mfg. List Price Exemptions			
Electrical & Electronic Equip.	14%	0-40%	10-80%
Desk Set & accessories	45%	10-40%	10-80%
Inkjet, laser toner-developer cart.	24%	0-40%	10-80%
<b>Furniture:</b> Office Depot pricing does not include delivery when over 70lbs and assembling of furniture (available at extra cost)			
Hon Furniture	50%	40%	30%
OFUSA Furniture		45%	
OFUSA Furniture (Special Order)		40%	
Alera Furniture			30%
OFD Furniture			30%



### Other bids received:

#### Abilene Printing and Stationary Co. Abilene, Texas

Office Products Percentage Off:	35%
Electrical & Electronic Equipment:	25%
Desk sets and Accessories:	35%
Toner Cartridges	25%
Furniture	Steelcase 55-70%
	HON 50%
	Lorell 50%

#### Smart Group Systems, Richardson, Texas

Office Products Percentage Off:	20-30%
Electrical & Electronic Equipment:	20-30%
Desk sets and Accessories:	20-30%
Toner Cartridges	20-35%
Furniture	NB

#### Built for Dreams, Lubbock, Texas

Office Products Percentage Off:	NB
Electrical & Electronic Equipment:	NB
Desk sets and Accessories:	NB
Toner Cartridges	NB
Furniture	Haworth 35%
	A.I.S. 35%
	Group Lacasse 35%

The Purchasing Department recommends awarding this bid to Office Depot, O'Kelley Office Supply and Officewise Furniture & Supply based on each vendor's discount for office supplies and furniture. Using this procedure will benefit all entities involved.

The process of awarding to more than one vendor has been very beneficial for all concerned. The City of Abilene, Community Supervision and Corrections Department and the Central Appraisal District will participate in using the bid together with Taylor County through Inter-local Agreements.



# **Resolution Authorizing the City Manager to Execute an Interlocal Agreement with Taylor County for Office Supplies and Furniture**

- Taylor County has competitively bid and awarded a contract for office supplies and furniture.
- Staff is recommending the City enter into an Interlocal Agreement with Taylor County to join this contract.
- The bid contract is from August 1, 2016 until July 31, 2017 with four one-year extensions if parties agree (Taylor County and vendor).
- There is no cost to join the contract. Any purchases under the contract would be made directly with the vendors and funded through budgeted funds of the various departments.







**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO: Robert Hanna, City Manager**

**FROM: Kent Sharp, CEO of the Development Corporation of Abilene, Inc.**

**Resolution: City of Abilene's Nomination of Health Care Service Corporation (Blue  
SUBJECT: Cross Blue Shield) as an Enterprise Project to the State of Texas under the Enterprise  
Zone Program. (*Sharp*)**

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**GENERAL INFORMATION**

The City of Abilene's involvement with the state's Enterprise Zone Program began in 1997 when the City Council nominated three Enterprise Zones, which were subsequently approved for designation by the Office of the Governor Economic Development and Tourism (or Agency). In 2004 the state legislature revised the program so that any census block group having a poverty level of 20% or higher is automatically an enterprise zone. If a qualified business is not in an eligible block group it can be nominated as an Enterprise Project. An Enterprise Project is a business that is nominated by a city or county and approved by the State for State and possibly local incentives. State incentives include state sales and use tax benefits based on capital investment and jobs created and/or retained during the designation period, not to exceed five (5) years.

The Texas division of Health Care Service Corporation (HCSC), Blue Cross and Blue Shield of Texas (BCBS), is headquartered in Richardson and employs about 6,264 in facilities throughout Texas, including its Abilene facility. HCSC has leased the facility at 4002 Loop 322 from the Development Corporation of Abilene, Inc. (DCOA) since 1997 and has improved the property on several occasions. BCBS Abilene currently employs 989, of which approximately 914 are full time employees. The company expects to retain its existing level of employment and it will be seeking benefit for 500 full time positions under the Enterprise Zone Program.

**SPECIAL CONSIDERATIONS**

As the business continues to rapidly grow and evolve, it is necessary for HCSC to choose where it will allocate its human resources and capital expenditures. Over the five year designation period, BCBS anticipates investing over \$10 million at the Abilene facility associated with the purchase of new equipment and facility updates. Estimated building improvements expenditures include interior construction, paint, carpet, and conference room upgrades. The company expects to spend \$73,000 for FF&E, \$71,100 for building-related machinery & equipment, and \$25,000 for parking lot improvements. The facility is not located in a state-designated Enterprise Zone, but is still eligible for project nomination and can benefit from the program by meeting more rigorous employment standards.

Section 2303.406(a)(4)(D) of the Texas Government Code allows a project or activity of a qualified business to be designated as an Enterprise Project and receive job retention benefits if "the business is able to employ individuals in accordance with Section 2303.402." To meet this requirement, BCBS, located in Census Tract



120, Block Group 1, Taylor County, will actively use Post-Employment forms to ensure that 35% of new or replacement certified personnel are residents of an enterprise zone, economically disadvantaged or a veteran as required for certified jobs over the next five years.

In addition to its own incentives, the State requires cities that nominate companies for enterprise project designation to make complimentary local incentives available. Local incentives are scored by the state when they consider a business' application. City Council previously adopted Ordinance No. 6-2004 on April 22, 2004, amended by Ordinance No. 20-2010 on August 30, 2010, electing to participate in the Texas Enterprise Zone Program and offering local incentives.

The following local incentives are available to the nominated project, should it receive Project designation from the State, and to future projects at the discretion of the City Council:

- a) Abate taxes up to five (5) years, on a case-by-case basis;
- b) Establish a Tax Increment Financing District to fund public improvements to serve a project;
- c) Adopt the Freeport Tax Exemption;
- d) Offer assistance through its 4A Development Corporation of Abilene, Inc.;
- e) Provide regulatory relief to businesses, including:
  - 1) Zoning changes or variances; and/or,
  - 2) streamlined permitting.
- f) Provide enhanced municipal services to businesses, including:
  - 1) Institution of community crime prevention programs; or,
  - 2) Special public transportation routes or reduced fares.
- g) Provide improvements in community facilities, including:
  - 1) Capital improvements in water and sewer facilities;
  - 2) Road repair; or,
  - 3) Creation or improvement of parks.
- h) Provide improvements to housing, including:
  - 1) Low-interest loans for housing rehabilitation, improvement, or new construction; or,
  - 2) Transfer of abandoned housing to individuals or community groups.
- i) Provide business and industrial development services, including:
  - 1) Low-interest loans for business;
  - 2) Provision of publicly-owned land for development purposes, including residential, commercial, or industrial development; or,
  - 3) Creation of special one-stop permitting and problem resolution centers or ombudsmen.
- j) The City may provide job training and employment services to businesses, including:
  - 1) Retraining programs;
  - 2) Literacy and employment skills programs;
  - 3) Vocational education;
  - 4) Customized job training; or,
  - 5) Job training programs.

At this time BCBS has only requested the City's help to nominate their project for state designation and will not pursue local incentives.

## **FUNDING/FISCAL IMPACT**

**None to the City of Abilene. All refunds will come from the State.**

## **STAFF RECOMMENDATION**



**City Council approve the attached resolution recommending Health Care Service Corporation dba BCBS for designation as an Enterprise Project by the Texas Office of the Governor Economic Development and Tourism.**

**BOARD OR COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS:**

Description		Type
▣	HCSC BCBS Enterprise Project Nominating Resolution	Resolution Letter
▣	PPT Slide Deck	Presentation



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, NOMINATING HEALTH CARE SERVICE CORPORATION, A MUTUAL LEGAL RESERVE COMPANY, D/B/A BLUE CROSS AND BLUE SHIELD OF TEXAS ("HCSC") AS A TEXAS STATE ENTERPRISE ZONE PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Abilene ("City") has previously adopted Ordinance No. 6-2004 on April 22, 2004, amended by Ordinance No. 20-2010 on August 30, 2010, electing to participate in the Texas Enterprise Zone Program; and

**WHEREAS**, the local incentives offered under this Resolution are the same on this date as were outlined in Ordinance No. 6-2004, as amended by Ordinance No. 20-2010 and there are no desired changes to the local incentives provided in these previous ordinances as of the date this resolution; and

**WHEREAS**, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code ("Act"), Health Care Service Corporation, a Mutual Legal Reserve Company, has applied to the City for designation as an enterprise zone project; and

**WHEREAS**, the Office of the Governor Economic Development and Tourism ("EDT") through the Economic Development Bank ("Bank") may consider Health Care Service Corporation, a Mutual Legal Reserve Company, as an enterprise project pursuant to a nomination and an application made by the City; and

**WHEREAS**, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the city and to provide employment to residents of enterprise zones, veterans, and to other economically disadvantaged individuals; and

**WHEREAS**, the City finds that Health Care Service Corporation, a Mutual Legal Reserve Company, meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Health Care Service Corporation, a Mutual Legal Reserve Company, is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located outside an enterprise zone and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals or veterans; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and



3. The designation of Health Care Service Corporation, a Mutual Legal Reserve Company, as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

**WHEREAS,** the City finds that Health Care Service Corporation, a Mutual Legal Reserve Company, meets the criteria for tax relief and other incentives adopted by the City and nominates Health Care Service Corporation, a Mutual Legal Reserve Company, for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

**WHEREAS,** the City finds that it is in the best interest of the City to nominate Health Care Service Corporation, a Mutual Legal Reserve Company, as an enterprise project pursuant to the Act.

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

**PART 1:** That Health Care Service Corporation, a Mutual Legal Reserve Company, is a "qualified business" as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act; and

**PART 2:** That Health Care Service Corporation is single designation enterprise project status; and

**PART 3:** That the enterprise zone project shall take effect on the date of designation of the enterprise project by the agency and terminate five years after date of designation; and

**PART 4:** That the City Manager or his designee be authorized to sign any and all documents required by EDT to complete the nomination process; and

**PART 5:** That this Resolution shall take effect immediately upon its passage.

**PASSED** this 25th day of August, A.D. 2016.

ATTEST:

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Danette Dunlap, City Secretary

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Norm Archibald, Mayor

APPROVED:

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Stanley Smith, City Attorney



# BLUE CROSS BLUE SHIELD

- Nomination of Health Care Service Corporation, a Mutual Legal Reserve Company, (Blue Cross Blue Shield) as an Enterprise Project to the State of Texas







**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO: Robert Hanna, City Manager**

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

**SUBJECT: Resolution: Award of Contract to Fugro Roadware, Inc. for a Roadway Network Inventory. (Rice)**

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**GENERAL INFORMATION**

The City of Abilene received proposals on July 8, 2016 in response to a published Request For Proposals (RFP) for a **Roadway Network Inventory**. The RFP was advertised on June 12th, and June 19th, and the City held a pre-proposal meeting on June 23rd to answer any outstanding questions or concerns. Three firms submitted proposals: Fugro Roadware, Inc., IMS Infrastructure Management Services, and Cartegraph. A four member internal selection committee (consisting of representatives from Public Works Admin., Engineering, Streets, and Geographic Information Systems) reviewed and evaluated the proposals.

The members of the selection committee individually evaluated the proposals based upon the selection criteria described within the RFP: Recent consultant experience (30%), ability to perform all aspects of the work (35%), quality of previous projects (20%), Proposed fee (15%). The selection committee met together on July 19th. They determined all proposers provided information that assured the committee that each proposer was able to perform the requested work. The committee agreed that the best proposal received was from Fugro Roadware, Inc.

**SPECIAL CONSIDERATIONS**

Fugro Roadware, Inc. has the following purpose and objectives within this contract: collect pavement surface distress and structural condition information, collect digital images of the roadways, collect roadway attributes data, create shape files for use in the GIS system, preserve pavement analysis data, provide output data to City, creation of a written technical memorandum, and an oral presentation and maintenance plan for the City Council.

**FUNDING/FISCAL IMPACT**

The project has a completion date of February 10, 2017, and has a fixed fee amount of **\$89,551.00**. Funding for the Roadway Network Inventory Contract is available through the surplus of the 2014-15 budget.

**STAFF RECOMMENDATION**



It is recommended that the City Council, by written resolution, authorize the City Manager or his designee to execute all necessary documents related to this contract.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Resolution	Resolution Letter
<input type="checkbox"/> Contract	Backup Material
<input type="checkbox"/> Presentation	Presentation



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH  
FUGRO ROADWARE, INC.**

WHEREAS, The City of Abilene made Requests for Proposals (RFP), and three firms submitted their Proposal; and,

WHEREAS, Recent consultant experience, capability to perform all aspects of the project, quality of previous projects, and proposed fee was considered, and individual scores were accumulated and tabulated. Fugro Roadware, Inc. significantly scored the highest of all the firms; and,

WHEREAS, The City Council authorizes the City Manager to execute an agreement with Fugro Roadware, Inc. in the amount of \$89,551.00 for the Roadway Network Inventory.

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

- PART 1. The City Council authorizes the City Manager to execute an agreement with Fugro Roadware, Inc.
- PART 2. That the agreement is in the amount of \$89,551.00 for the Roadway Network Inventory.
- PART 3. That this Resolution shall take effect immediately from and after passage.

ADOPTED this 25<sup>th</sup> day of August, 2016.

ATTEST:

\_\_\_\_\_  
Danette Dunlap, City Secretary

\_\_\_\_\_  
Norman Archibald, Mayor

APPROVED:

\_\_\_\_\_  
City Attorney





## **PROFESSIONAL SERVICES CONTRACT (not Architect or Engineer)**

This contract is between the City of Abilene ("City"), and  
Fugro Roadware, Inc. ("Professional").

The Professional will provide services as stated in Attachment A, Scope of Work.

### **I. TERM**

In consideration of the compensation stated in Paragraph II., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by February 10, 2017, as stated in Attachment A.

### **II. PAYMENT**

Payment is according to Attachment B.

### **III. ASSIGNMENT**

The Professional may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent.

### **IV. AMENDMENT OR MODIFICATION**

This contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent, which are not contained in this contract are of no effect. This contract may not be amended or modified except by both parties' written consent.

### **V. OWNERSHIP OF DOCUMENTS AND MATERIALS**

Ownership of Documents and Materials is according to Attachment C.

### **VI. NONDISCLOSURE**

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



## **VII. INDEMNITY**

### **A. Definitions**

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

### **B. Indemnity**

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

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



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

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

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

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

## VIII. INSURANCE

### A. GENERAL REQUIREMENTS

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

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

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

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



## B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

1. Name the City 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.

<u>Type</u>	<u>Amount</u>
<u>SD</u> 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u>SD</u> 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)
<u>SD</u> 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)
<u>SD</u> 4. Professional Liability	\$500,000 combined single limit (per occurrence)
___ 5. See Addendum for Special Coverages and/or revisions	
___ 6. No Insurance Required	



## **IX. VENUE, CHOICE OF LAW AND INTERPRETATION**

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

## **X. TERMINATION**

This contract may be terminated at any time upon 30 days written notice by City to Professional. In the event of termination, Professional will be compensated for work satisfactorily performed before the termination date.

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

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

## **XI. PROJECT REPRESENTATION**

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

## **XII. NOTICE**

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

**City - ATTN:** Michael G. Rice, P.E.  
Director of Public Works  
555 Walnut St, Room 207  
Arlene, TX 79501

**Professional - ATTN:** Pam Fierro  
8813 Cross Park Drive  
Austin, TX 78754

Revised 03/2007



### **XIII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES**

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

### **XIV. NO INDEBTEDNESS**

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

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

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

### **XV. EQUAL EMPLOYMENT OPPORTUNITY**

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

### **XVI. VERIFICATION OF EMPLOYMENT ELIGIBILITY**

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

### **XVII. MINORITY AND WOMEN BUSINESS ENTERPRISES**



The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 500 Chestnut St., 6<sup>th</sup> floor, Abilene, Texas, 79602, 325-690-0300.

### **XVIII. SALES TAX**

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

IN WITNESS HEREOF the parties have entered into this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF ABILENE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PROFESSIONAL**

By:  \_\_\_\_\_

Title: Director of Pavement Engineering

Address: 8613 Cross Park Drive  
Austin, TX 78754

Phone Number: 512-977-1800

Federal Tax I.D.# 26-3669661



**ATTEST:**

\_\_\_\_\_  
City Secretary

**ATTEST: (If Corporation)**

  
\_\_\_\_\_  
Corporation's Secretary

**Corporate Seal (if available):**

**APPROVED:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Risk Manager





**ATTACHMENT A**  
**SCOPE OF SERVICES**



## **SCOPE OF WORK**

### **TASK 1: Pavement Performance Analysis**

Data collection and loading on all City owned streets. Link all roadway segments to their associated GIS segment and Cartegraph ID number.

#### **Task 1A: Pavement Asset Data Collection:**

The following roadway information shall be collected. All data shall be provided in Microsoft Excel (.xls or .xlsx) format and shapefile format. The collected roadway information data includes the following:

- a) Area/Subdivision/Facility
- b) Street Name
- c) Function Class
- d) Average Daily Traffic (if available)
- e) Endpoint 1, Endpoint 2 and Segment ID (assigned by consultant/vendor)
- f) Drainage type (curb/paved shoulder, unpaved shoulder, no shoulder).
- g) Length of street
- h) Pavement Width
- i) Square footage of asphalt or concrete per segment/street
- j) Street centerlines, pavement edges, pavement type and age data in shapefile format.
- k) Last Known Construction Date
- l) Owner Jurisdiction
- m) Utilizing the right of way digital imagery and GPS data, develop a video log in h.264 format in addition to .wmv format.
- n) GPS, cross-fall, radius of curvature, and grade: 2-pass test on arterials and collector; single - pass on local streets.
- o) Cartegraph specific required and recommended data attributes (see Appendix A)

The consultant will perform a City-wide pavement condition assessment in accordance with ASIM D6433 by street class shown below:

<u>Street Class</u>	<u>Centerline Miles (approximate)</u>
Arterial	123
Collector	123
Local	133

#### **Task 1B: Roadway Network Database Review (Completeness I Gap Analysis)**

Selected consultant will conduct a complete diagnostic of the roadway network, including a full and thorough assessment of the city's Cartegraph roadway network inventory database. This will include a review of the city's data requirements (i.e., what information is needed/desired) and subsequent data gap analysis (what is missing).



Selected consultant will include the following in this review:

- Basic inventory information, (i.e. Functional Class, lengths, areas, surface type, etc.)
- Historical condition information, if any
- Status of survey history, if any
- Construction and maintenance history
- Review of maintenance and rehabilitation treatments and unit costs

#### **Task 1C: Pavement Performance Information**

The City's goal is to develop a modified Pavement Condition Index (PCI) for each respective pavement asset (i.e. defined street segment). Weighted modified PCI values for corresponding street inventory classification (i.e. Arterial, Collector, Residential, etc.) shall also be provided. At a minimum the following pavement performance information shall be collected:

##### **Asphalt Concrete Rating System**

- a) Corrugation & Shoving (measured in % square feet and severity level)
- b) Weathering & Raveling (measured in % square feet and severity level)
- c) Flushing & Bleeding (measured in % square feet no degree of severity)
- d) Deformation & Distortion (measured in % square feet and profile deviation)
- e) Edge Cracking (measured in linear length and width of crack)
- f) Rutting (measured in inches)-Reported by three threshold values and extent of the rut depth. The three threshold rut values shall be less than 1/2" deep, 1/2" to 3/4" deep, and greater than 3/4" deep. Visual or manual estimation of rutting may be acceptable using a 4-foot straight edge, however visual determination without actual measurements are unacceptable. Automated measurements using a minimum of seven (7) sensors for rut depth determination preferred.
- g) Alligator (Fatigue) Cracking (measured in % square feet and crack width)
- h) Block/Map Cracking (measured in linear feet and crack width)
- i) Transverse Cracking (measured in linear feet and crack width) - Reported by three width categories and density of cracks however, visual or manual estimation of transverse cracking without actual measurements is unacceptable. Automated measurements using a minimum of four (4) sensors for the collection of transverse crack information is preferred.
- j) Longitudinal Cracking (measured in linear feet and crack "Width")
- k) Joint Faulting (measure in inches), (count of positive faulting), (count of negative faulting)
- l) Patching (measured in % square feet) (count)
- m) Potholes (count 1 area and width "depth")
- n) GPS Coordinates (longitude, latitude and elevation)
- o) International Roughness Index (IRI) (measured in inches per mile)

##### **Portland Cement Concrete Rating System**

- a) Patching (%/Slab count and severity condition)
- b) Scaling (%/Slab count and surface peeling)
- c) Polished Aggregate (%/Slab count and appearance)
- d) Blow up 1 Buckling (Slab count and Profile Deviation)
- e) Corner/Durability Cracking (%/slab count and crack width)
- f) Coarse Aggregate Loss (%/slab count and Pocked Area)



- g) Popouts (% slab count and width"/depth")
- h) Joint Sealant Loss (joint/sample and exposed sealant%)
- i) Linear Cracking (crack/sample and crack width)
- j) Punchouts (%/slab count and crack width)
- k) Joint/Corner Spalling (joints/sample and crack progress)
- l) Joint Faulting/Stepping (joint/sample and displacement)

Traffic control for all field activities shall be provided by the consultant and shall be included in the final negotiated price.

## **TASK 2: Budget Development, Report, & Presentation**

### **Task 2 A: Data Management**

The consultant will be required to preserve all collected data and keep for future pavement maintenance, and renewal activities.

### **Task 2 B: Budget Development**

Based on all measured data, develop a criteria for prioritizing pavement maintenance, and renewal activities. Provide a 5-year forecast to plan future maintenance needs on asphalt streets using the available overlay and street maintenance annual budget, develop a work plan with input from City staff to maximize budget dollars and pavement quality.

The consultant will also run pavement management scenarios as described below, and will present the findings in the technical memorandum:

- a) Distresses - configure the distresses for each type of pavement surface to correlate with the distresses collected as part of the condition survey. Each distress shall include a relative weighting, identified distress type (load, non-load, environmental, etc.)
- b) Condition Indices-configure the surface distress index, roughness index, and structural index. The indices shall be configured for streets having and not having structural condition information
- c) Deterioration Standards -configure the deterioration curve/standards for each combination of street classification and pavement surface type. The deteriorations curves/standards shall be representative of the Abilene TX climate.
- d) Budgets - configure up to 6 budgets based on conversations with the City's Public Works Department.
- e) Rehabilitation Technique - configure rehabilitation techniques for each combination of street classification, surface type, and strength rating.
- f) Rehabilitation Technique Prioritization-consult with City staff to develop models having different types or rehabilitation strategies (worst, first, most economic, etc.)
- g) Rehabilitation Techniques Costs-consult with the City staff to identify the total cost (mill, overlay, traffic control, striping, etc.) of each rehabilitation method
- h) Supersegment Definition-provide recommendations to City staff or best practices in developing practically sized supersegments to yield model results that can be acted upon
- i) A Microsoft Access database of final configuration, setup, model, etc. shall be provided to the city.

Investment benefit information should indicate the cost per square foot of benefit for each maintenance strategy based on maintenance and rehabilitation costs. In addition, the Consultant must be capable of developing super-segments that achieve optimal 5-year pavement



maintenance plan. Cost of deferment is of the utmost importance and the Consultant must be able to identify critical roadways.

**TASK 3: Technical Memorandum**

Provide a draft written report that documents the methodology for performing the assessment, presents the data collection protocols used for the assessment, summarizes the data collected, and provides recommendations for future actions. The report shall include example images, tables, graphs and figures as necessary to provide a complete picture of the City's road quality. Once the city has reviewed the report, the Consultant will make all necessary changes and submit one bound copy and three unbound copies of the full report. In addition, all written and graphic data shall be provided in Microsoft Word (.doc or .docx) format and Adobe .pdf format.

**TASK 4: Council Meeting, Preparation and Travel**

Prepare and present the results of the pavement condition survey to the City of Abilene council members, at the direction of the Public Works Department. This task shall include the preparation of all presentation materials and transportation for Fugro personnel to the City of Abilene for the presentation of results.



## Fee Schedule

City of Abilene Roadway Network Inventory					
Task	Description	Qty	Unit	Rate	Subtotal
<b>Task 1</b>	<b>Pavement Performance Analysis</b>				
<b>Task 1A</b>	<b>Pavement Asset Data Collection</b>				
	Perform Pavement Condition Survey	625	Lane Miles	\$45.00	\$28,125.00
<b>Task 1B</b>	<b>Roadway Network Database Review</b>				
	Collect Roadway Attributes Data	379	Centerline Miles	\$8.00	\$3,032.00
	Create Shapefiles for City GIS System	379	Centerline Miles	\$3.00	\$1,137.00
	Existing Data Gap Analysis	1	Lump Sum	\$5,145.00	\$5,145.00
<b>Task 1C</b>	<b>Pavement Performance Information</b>				
	Rate Pavement Surface Distress	625	Lane Miles	\$28.00	\$17,500.00
	Calculate PCI	625	Lane Miles	\$2.00	\$1,250.00
<b>Task 2</b>	<b>Budget Development, Report &amp; Presentation</b>				
<b>Task 2A</b>	<b>Data Management</b>				
	Upload PCS Data to Cartegraph	1	Lump Sum	\$3,758.00	\$3,758.00
	Deliver Images and Distress Data	1	Lump Sum	\$1,758.00	\$1,758.00
<b>Task 2B</b>	<b>Budget Development</b>				
	Distress - Configure Ranking System	1	Lump Sum	\$1,758.00	\$1,758.00
	Condition Indices - Configure Indices	1	Lump Sum	\$2,258.00	\$2,258.00
	Deterioration Curves - Develop Deterioration	1	Lump Sum	\$1,258.00	\$1,258.00
	Budget Scenarios	1	Lump Sum	\$3,137.00	\$3,137.00
	Rehabilitation Techniques	1	Lump Sum	\$2,258.00	\$2,258.00
	Rehabilitation Prioritization	1	Lump Sum	\$2,758.00	\$2,758.00
	Rehabilitation Treatment Costs	1	Lump Sum	\$3,145.00	\$3,145.00
	Supersegment Definition	1	Lump Sum	\$2,516.00	\$2,516.00
	Presentation of Maintenance Plan	1	Lump Sum	\$1,758.00	\$1,758.00
<b>Task 3</b>	<b>Technical Memorandum</b>				
	Technical Memorandum	1	Lump Sum	\$4,000.00	\$4,000.00
<b>Task 4</b>	<b>Council Meeting</b>				
	Council Meeting Preparation and Travel	1	Lump Sum	\$3,000.00	\$3,000.00
<b>Grand Total</b>					<b>\$89,551.00</b>



**ATTACHMENT B**

**PAYMENT SCHEDULE  
PARTIES TO INITIAL OPTION SELECTED**

**OPTION 1 \_\_\_\_\_**

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$\_\_\_\_\_ per hour not to exceed \$\_\_\_\_\_.

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

**OPTION 2 \_\_\_\_\_**

Payment is in a lump sum amount of \$\_\_\_\_\_ upon completion of the work and written acceptance by City's Project Representative.

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

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

**OPTION 3 JFD**

Payment is a fixed fee amount of \$89,551.00 payable per the schedule upon completion of the work and written acceptance by City's Project Representative.

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

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



## ATTACHMENT C

### OWNERSHIP OF DOCUMENTS AND MATERIALS

*Parties to initial option chosen*

(Option 1) SFD

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

(Option 2) \_\_\_\_\_

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



## **ATTACHMENT D**

### **STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE**

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

**a. Definitions**

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

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

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

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

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

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

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

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

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

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



- g.** The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h.** The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i.** The Professional shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - (2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the Professional:
    - (a) a certificate of coverage, prior to the other person beginning work on the project; and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
  - (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;
  - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- j.** By signing this contract or providing or causing to be provided a certificate of coverage, the Professional is representing to the City that all employees of the Professional who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k.** The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.



**ATTACHMENT E**  
**NOTICE TO PROCEED**



**ATTACHMENT F**  
**CHANGE IN SCOPE OF SERVICES**





# CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY)  
8/10/2016

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 have ADDITIONAL INSURED provisions or 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 LOCKTON COMPANIES  
5847 SAN FELIPE, SUITE 320  
HOUSTON TX 77057  
866-260-3538

## CONTACT

NAME

PHONE

(A/C No. Ext):

E-MAIL

ADDRESS:

FAX

(A/C No.):

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Liberty Mutual Fire Insurance Company

23035

INSURER B: Lloyds Syndicates/Liberty Mutual

INSURER C: Liberty Insurance Corporation

42404

INSURER D:

INSURER E:

INSURER F:

INSURED Fugro Roadware, Inc.  
1365452 8613 Cross Park Drive  
Austin TX 78754

## COVERAGES 026

CERTIFICATE NUMBER: 14211219

REVISION NUMBER: XXXXXXXX

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.

INSURER	TYPE OF INSURANCE	ADD. INFO	INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	TB2-641-005066-036	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-005066-036	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	ME1603083	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WA7-64D-005066-086	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

Workers Compensation - "Waivers of Subrogation" are not allowed by law in KY, MO (construction contracts only), NH, NJ, ND, OH and WA. See Attached Endorsement Schedule

## CERTIFICATE HOLDER

## CANCELLATION See Attachment

14211219

City Of Abilene  
Attn: Michael Rice, P.E.  
555 Walnut, Room 207  
Abilene TX 79601

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

ACORD 25 (2016/03)

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**Following are endorsements by Line of Business applicable to Fugro (USA) Inc. 2016 - 2017 Insurance Program**

Line of Business	Policy No.	Endorsement	Endorsement No.
General Liability	TB2-641-005066-036	Additional Insured- Owners, Lessees or Contractors- Scheduled Person or Organization by Written Contract or Agreement	CG 20 10 04 13
		Additional Insured- Owners, Lessees or Contractors- Completed Operations by Written Contract or Agreement	CG 20 37 04 13
		Waiver of Transfer of Rights of Recovery Against Others to Us by Written Contract	CG 24 04 05 09
		Notice of Cancellation to Third Parties - 30 Days	LIM 99 01 05 11
		Primary and Non Contributory - Other Insurance Condition by Written Contract	CG 20 01 04 13
		Waiver of Our Right to Recover from Others by Written Contract	WC 00 03 13 04 84
Workers Compensation	WA7-640-005066-085	Alternate Employer Endorsement- HI, OK, TX only	WC 00 03 01 04 84
		Alternate Employer Endorsement- Any except AK, HI, OK and TX	WC 00 03 01A 02 89
		Longshore and Harbor Workers Compensation Act Coverage	WC 00 01 06 A 04 92
		Outer Continental Shelf Lands Act Coverage	WC 00 01 09 C 01 15
		Maritime Coverage	WC 00 02 01 B 01 15
		Voluntary Compensation Maritime Coverage	WC 00 02 03 04 84
		Notice of Cancellation to Third Parties - 30 Days	WM 90 18 06 11
		Designated Insured for Covered Autos Liability Coverage by Written Contract	CA 20 48 10 13
Auto Liability	A52-641-005066-026	Additional Insured- Lessor and Loss Payee by Written contract	CA 20 01 10 13
		Waiver of Transfer of Rights of Recovery Against Others to Us Blanket by Written Contract	CA 04 44 10 13
		Notice of Cancellation to Third parties - 30 Days	LIM 99 01 05 11
		Designated Insured - Noncontributing by Written Contract (Inclusive of Primary) by Written Contract	AC 84 23 08 11
		Primary and Non Contributory - Other Insurance Condition by Written Contract	CGU12W
Umbrella / Excess	ME1ED1033	The Excess Liability Policy includes an Underlying Schedule in which General Liability, Auto Liability, Employers Liability and Maritime is written on an occurrence basis. Umbrella / Excess Liability policy is excess of the underlying policies. The Umbrella / Excess Liability coverage is subject to the Underlying Schedule.	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/10/2016

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2 Westchester Park Dr 3rd Fl White Plains NY 10604		<b>CONTACT</b> NAME: PHONE (A/C No. Ext): 914-696-3700 FAX (A/C No.): 914-696-1010 E-MAIL: ADDRESS:	
<b>INSURED</b> Fugro Roadware, Inc. 8613 Cross Park Drive Austin, TX 78754		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Allied World Surplus Lines Insuranc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
FUGRUSA-02		NAIC # 24319	

## COVERAGES

CERTIFICATE NUMBER: 1013503616

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			03102109	6/30/2016	6/30/2017	Limit \$500,000 Aggregate \$500,000

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

The Professional Liability includes a blanket notice of cancellation to certificate holders endorsement, providing for (30) days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, (10) days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

## CERTIFICATE HOLDER

## CANCELLATION

City of Abilene 555 Walnut, Room 207 Attn: Michael Rice, P.E. Abilene TX 79601	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 
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# Agenda Item 6.4

**Resolution:** Award of Contract to Fugro Roadward, Inc. for a Roadway Network Inventory. **(Rice)**

- Request for Proposals advertised in June, 2016
- Three Proposals received on July 8, 2016
- Evaluation Committee selected Fugro Roadware, Inc. as the best proposal received.
- Fugro's contract is a Fixed Fee Contract for \$89,551.00
- Fugro's contract has a completion date of Feb. 10, 2017







**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO: Robert Hanna, City Manager**

**FROM: Howdy Wayne Lisenbee, Director of Capital Improvements**

**SUBJECT: Resolution: A Resolution of the City Council of the City of Abilene, Texas granting general authority to the City Manager to approve changes orders involving \$50,000 or less. (Lisenbee)**

---

**GENERAL INFORMATION**

The Local Government Code, Section 252.048, authorizes the governing body of a municipality to approve change orders to a contract. Additionally, Section 252.048(c), allows the governing body of a municipality to grant general authority to an administrative official of the municipality to approve a change order involving an increase or decrease in the amount of \$50,000 or less.

**SPECIAL CONSIDERATIONS**

In many cases, once a project has begun construction, minor change orders (<\$50,000) need to be handled quickly so that the construction schedule is not negatively impacted. Staff is requesting that the authority to approve change orders of \$50,000 or less be delegated to the City Manager.

It should be noted that this resolution seeks to formalize the City's longstanding practice of the City Manager approving change orders \$50,000 or less.

**FUNDING/FISCAL IMPACT**

If minor change orders (<\$50,000) must come before City Council for approval, it could cause a two/three week delay in construction. Construction delays often cost the project as well as the operations of the City. Staff is requesting the ability to quickly respond to minor change orders to avoid construction delays and associated costs.

**STAFF RECOMMENDATION**

Staff recommends approval of the Resolution.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**



Description	Type
<div data-bbox="152 147 186 189" data-label="Image"></div> <div data-bbox="211 147 779 189" data-label="Text">Resolution</div>	Exhibit
<div data-bbox="152 189 186 231" data-label="Image"></div> <div data-bbox="211 189 779 231" data-label="Text">PowerPoint - Change Order Policy</div>	Cover Memo



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
GRANTING GENERAL AUTHORITY TO THE CITY MANAGER TO APPROVE  
CHANGES ORDERS INVOLVING \$50,000 OR LESS.**

**WHEREAS**, the Local Government Code, section 252.048, authorizes the governing body of a municipality to approve change orders to a contract; and

**WHEREAS**, the Local Government Code, section 252.048(c), allows the governing body of a municipality to grant general authority to an administrative official of the municipality to approve a change order involving an increase or decrease in the amount of \$50,000 or less; and

**WHEREAS**, the City Council, City of Abilene, desires to grant such general authority to the City Manager to approve a change order involving an increase or decrease in the amount of \$50,000 or less; and

**WHEREAS**, the City Council hereby gives notice of its grant of general authority to the City Manager without limitation pursuant to the Local Government Code, section 252.048(c).

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

Part 1: That the City Manager is hereby granted without limitation the general authority to approve change orders involving an increase or decrease of \$50,000 or less.

Part 2. That this Resolution takes effect immediately upon its adoption.

**ADOPTED this \_\_\_\_\_ day of August, 2016.**

ATTEST:

\_\_\_\_\_  
Danette Dunlap, City Secretary

\_\_\_\_\_  
Norman Archibald, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, Interim City Attorney



# **Resolution Granting General Authority to the City Manager to Approve Change Orders less than \$50,000**

- The Local Government Code allows the governing body of a municipality to grant general authority to an administrative official of the municipality to approve contract change orders that are \$50,000 or less
- This authorization allows City Staff to quickly respond to minor change orders to avoid construction delays and costs associated with these delays
- This resolution formalizes a longstanding practice of the City Manager approving change orders that are \$50,000 or less







**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO: Robert Hanna, City Manager**

**FROM: Dana L. Schoening, Director of Planning & Development Services**

**Ordinance: (First Reading) Z-2016-33 A request from Taylor County Disabled American Veterans, Chapter 36 to zone property from RS-6 (Single-Family Residential) to RS-6/H**  
**SUBJECT: (Single-Family Residential/Historic Overlay) zoning, located at 2555 Grape St.; and setting a public hearing for September 8th, 2016. (*Schoening*)**

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**GENERAL INFORMATION**

The subject parcel totals approximately 0.48 acres and is currently zoned RS-6. The adjacent properties are zoned RS-6 to the north and south, and CU (Campus/Universtiy) to the east and west. The Taylor County Disabled American Veterans, Chapter 36 Chapter House was a building that was brought from Camp Barkeley after it closed down. It is a single-story structure with a porch overhang in the front. It was brought to this site in September of 1948 where it was repaired to serve as the house for the local chapter. The majority of the nearby properties are zoned RS-6 and CU (Campus/University), with MD (Medium-Density Residential) to the south, and MF (Multi-Family Residential) to the southwest. The purpose of the zoning is to add the historic overlay on the building to allow the Taylor County Disabled American Veterans, Chapter 36 to be able to apply for a grant.

The Future Land Use section of the Comprehensive Plan designates this property as part of the 'low density residential'. The existing RS-6 zoning will remain. The requested overlay zoning is compatible with the Future Land Use Map and the adjacent properties.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval of this request.

**BOARD OR COMMISSION RECOMMENDATION**



The Planning & Zoning Commission recommends approval of this request by a vote of six (6) in favor (Dunnahoo, Bixby, Rosenbaum, Calk, Smith and McClarty), and none opposed.

**ATTACHMENTS:**

Description	Type
▣ Ordinance Cover	Exhibit
▣ Ordinance Exhibit	Exhibit
▣ Staff Report	Exhibit
▣ PowerPoint	Presentation



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 25<sup>th</sup> day of August, 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 15<sup>th</sup> day of July, 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 8<sup>th</sup> day of September, 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 8<sup>th</sup> day of September, A.D. 2016.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY



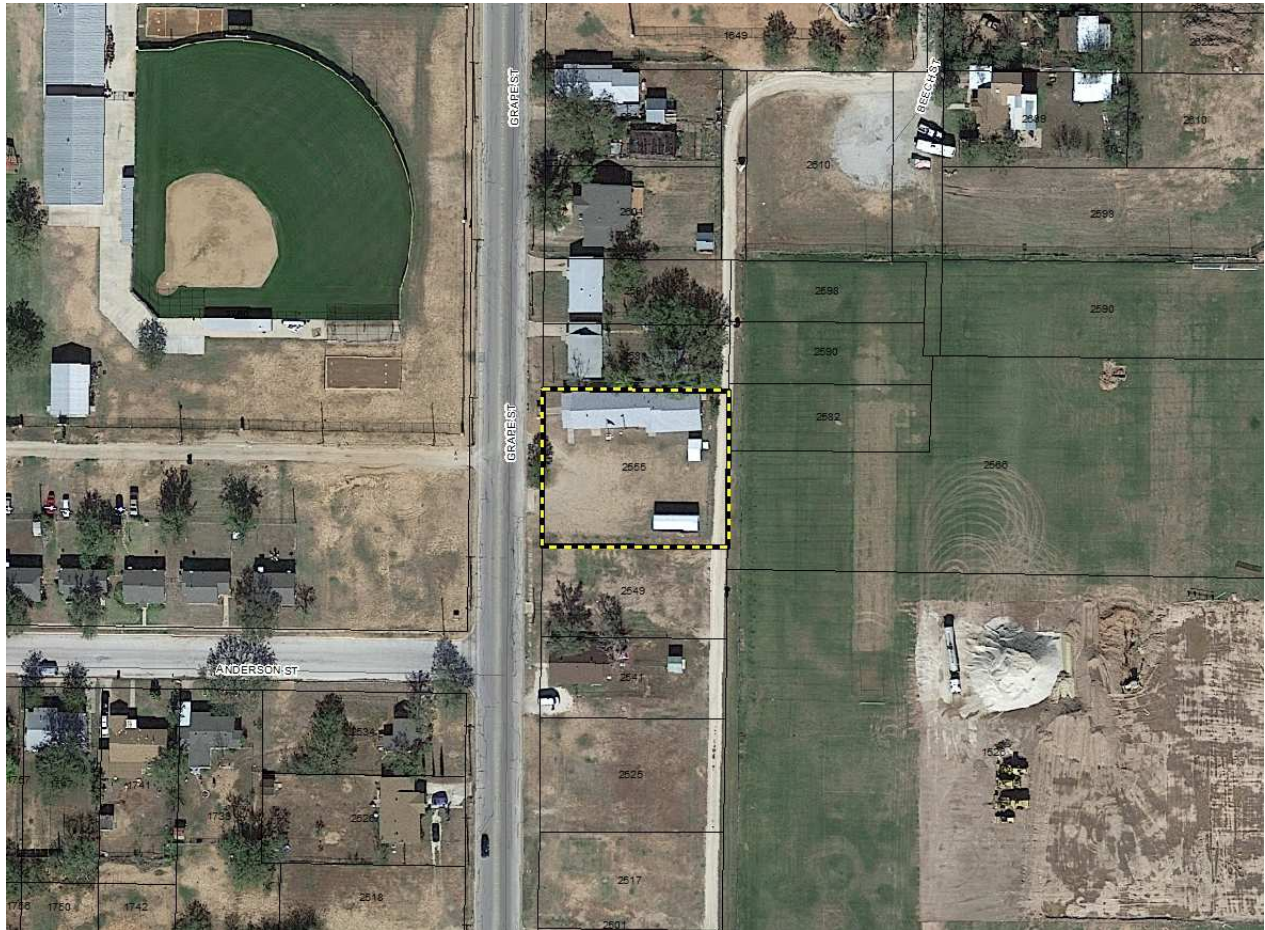
ORDINANCE NO. \_\_\_\_\_

## EXHIBIT "A"

Rezone property from RS-6 (Single-Family Residential) to RS-6/H (Single-Family Residential/Historic Overlay) zoning

Legal description:

NORTH PARK ADDN, BLOCK 14, LOT S50 W140 LT 4 & NW1/4 LT 5 & 10' OF ALLEY



Location: 2555 Grape Street

-END-



# ZONING CASE Z-2016-33

## STAFF REPORT



### APPLICANT INFORMATION:

Taylor County, DAV, Chapter 36

### HEARING DATES:

P & Z Commission: August 1, 2016

City Council 1<sup>st</sup> Reading: August 25, 2016

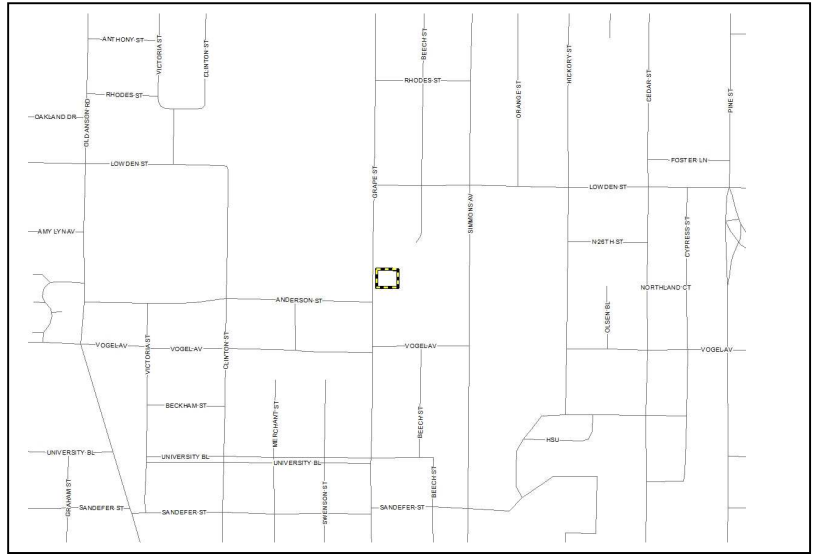
City Council 2<sup>nd</sup> Reading: September 8, 2016

### LOCATION:

2555 Grape St.

### REQUESTED ACTION:

Rezone property from RS-6 (Single-Family Residential) to RS-6/H (Single-Family Residential/Historic Overlay) zoning



### SITE CHARACTERISTICS:

The subject parcel totals approximately 0.48 acres and is currently zoned RS-6. The adjacent properties are zoned RS-6 to the north and south, and CU (Campus/University) to the east and west.

### ZONING HISTORY:

The property was annexed in 1950 and zoned RS-6 sometime after.

### ANALYSIS:

#### Current Planning Analysis

Currently the property is zoned RS-6. The Taylor County Disabled American Veterans, Chapter 36 Chapter House was a building that was brought from Camp Barkeley after it closed down. It is a single-story structure with a porch overhang in the front. It was brought to this site in September of 1948 where it was repaired to serve as the house for the local chapter. The majority of the properties nearby are RS-6 and CU, with MD (Mid-Density Residential) to the south, and MF (Multi-Family Residential) to the southwest. The purpose of the zoning is to add the historic overlay on the building to allow the Taylor County Disabled American Veterans, Chapter 36 to be able to apply for a grant.

#### Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this property as part of the 'low density residential'. The existing RS-6 zoning will remain. The requested overlay zoning is compatible with the Future Land Use Map and the adjacent properties.



**PLANNING STAFF RECOMMENDATION:**

Staff recommends approval.

**LANDMARKS COMMISSION RECOMMENDATION:**

The Landmarks Commission recommends approval by a vote of 5 in favor (Minter, Weatherl, Butman, Lee, and McClellan), and none opposed.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

On August 1, 2016, the Planning and Zoning Commission considered and recommended this request by a vote of six (6) in favor (Dunnahoo, Bixby, Rosenbaum, Calk, Smith and McClarty), and none opposed.

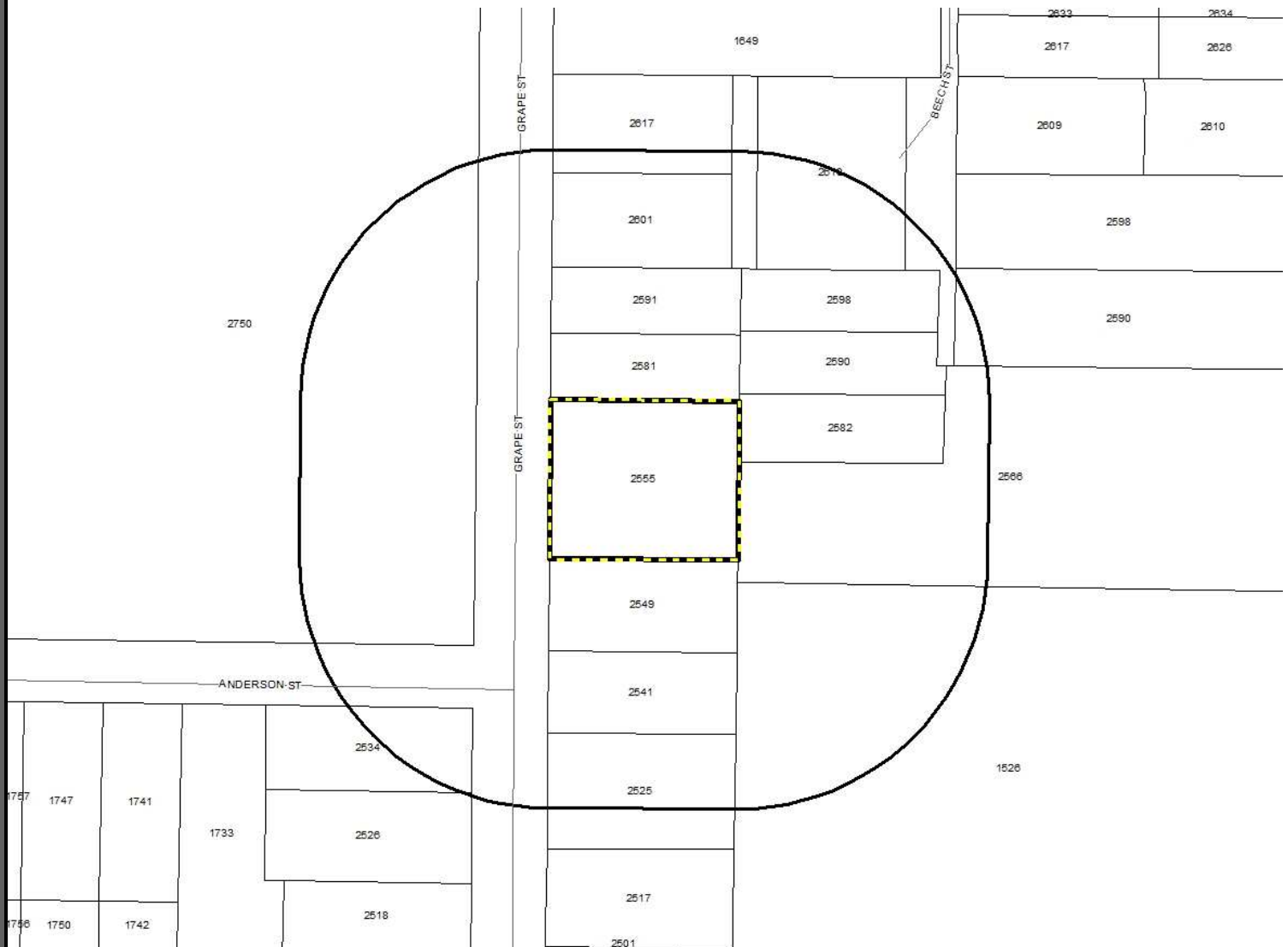
**NOTIFICATION:**

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

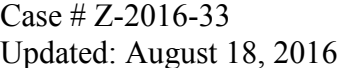
OWNER	ADDRESS	RESPONSE
SAMS ADAM	2581 GRAPE ST	
HARDIN SIMMONS UNIVERSITY	2582 BEECH ST 2750 GRAPE ST 2525 GRAPE ST 1526 VOGEL AVE 2590 BEECH ST 2601 GRAPE ST 2534 GRAPE ST 2590 SIMMONS AVE 2610 BEECH ST 2566 SIMMONS AVE 2598 BEECH ST 2549 GRAPE ST	
CURTIS BARBARA ELAINE	2617 GRAPE ST	
DISABLED AMERICAN VETERAN	2555 GRAPE ST	
ESPARZA RONNIE L & DARLA	2526 GRAPE ST	
CARTER LEONA FERN	2591 GRAPE ST	
COOK ALEX TAMMY L	2541 GRAPE ST	



0 in Favor- **Y**  
0 Opposed- **N**

















# Z-2016-33

**Request:** Rezone from RS-6 to RS-6/H zoning

**Location:** 2555 Grape St.

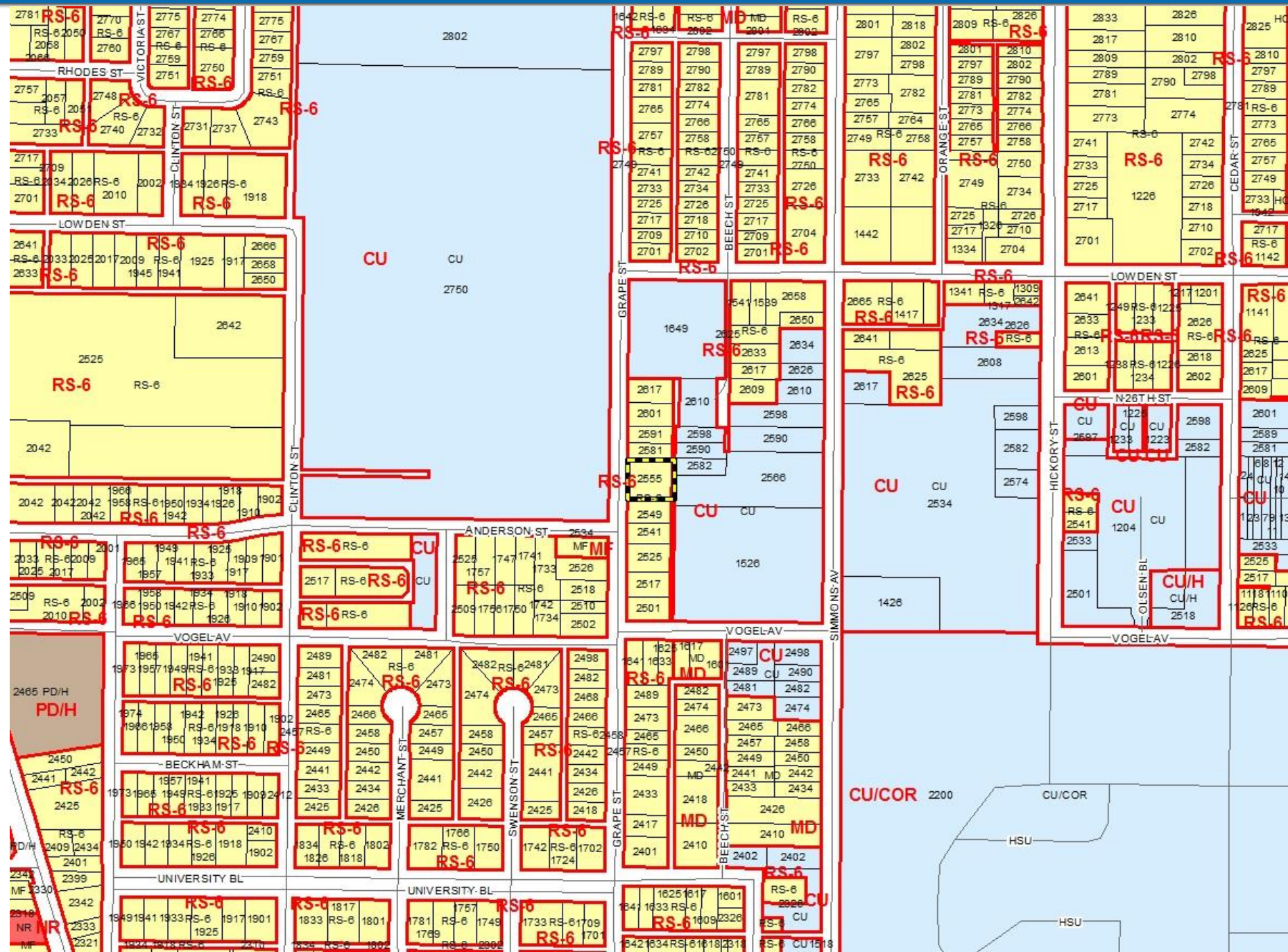
**Notification:** 0 in favor; 0 opposed

**Staff Recommendation:** Approval

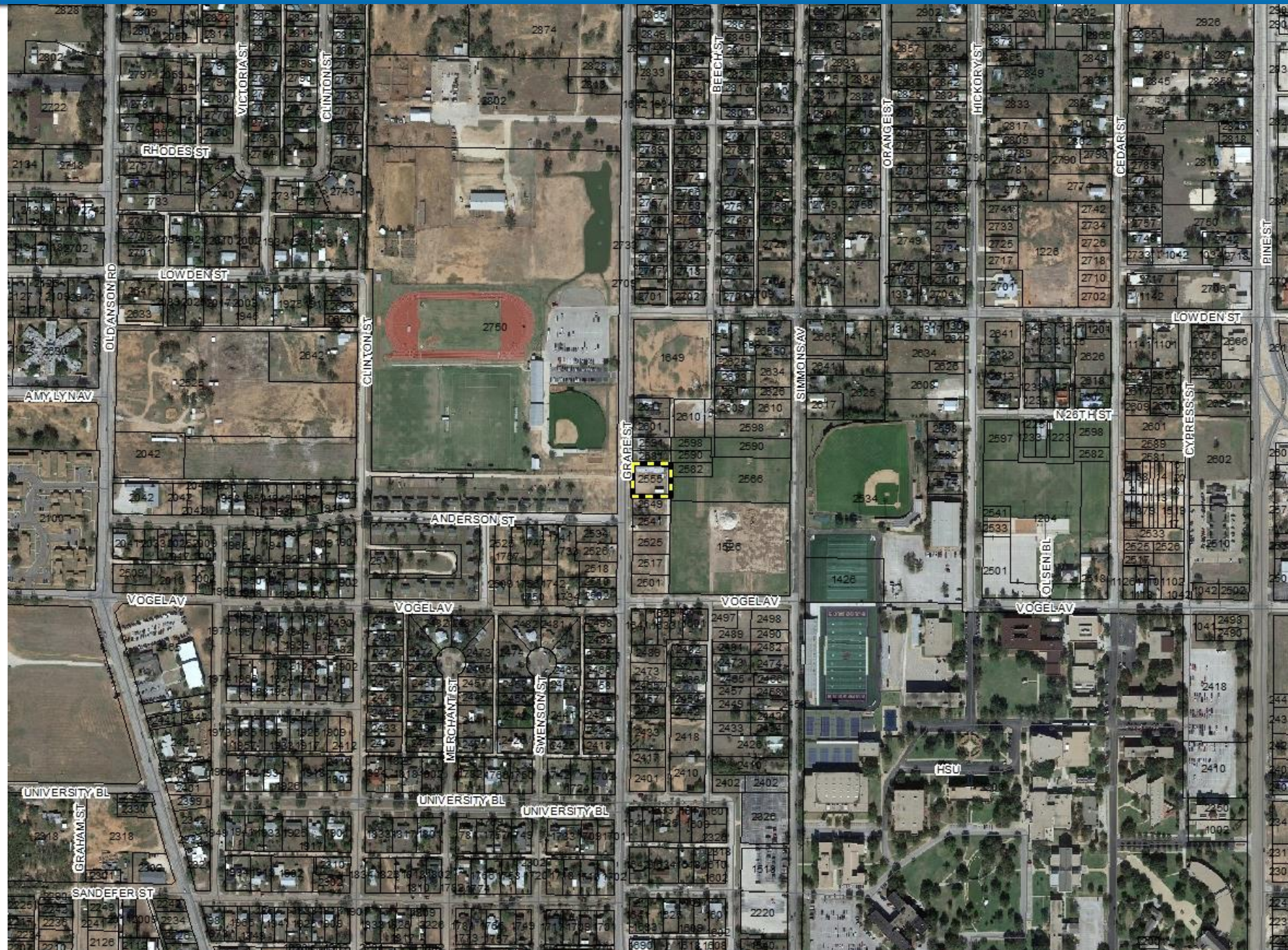
**P & Z Recommendation:** Approval of request

















View looking northeast toward subject property





View looking north at subject property





View looking northeast toward subject property





View looking northeast toward subject property





## Benefits:

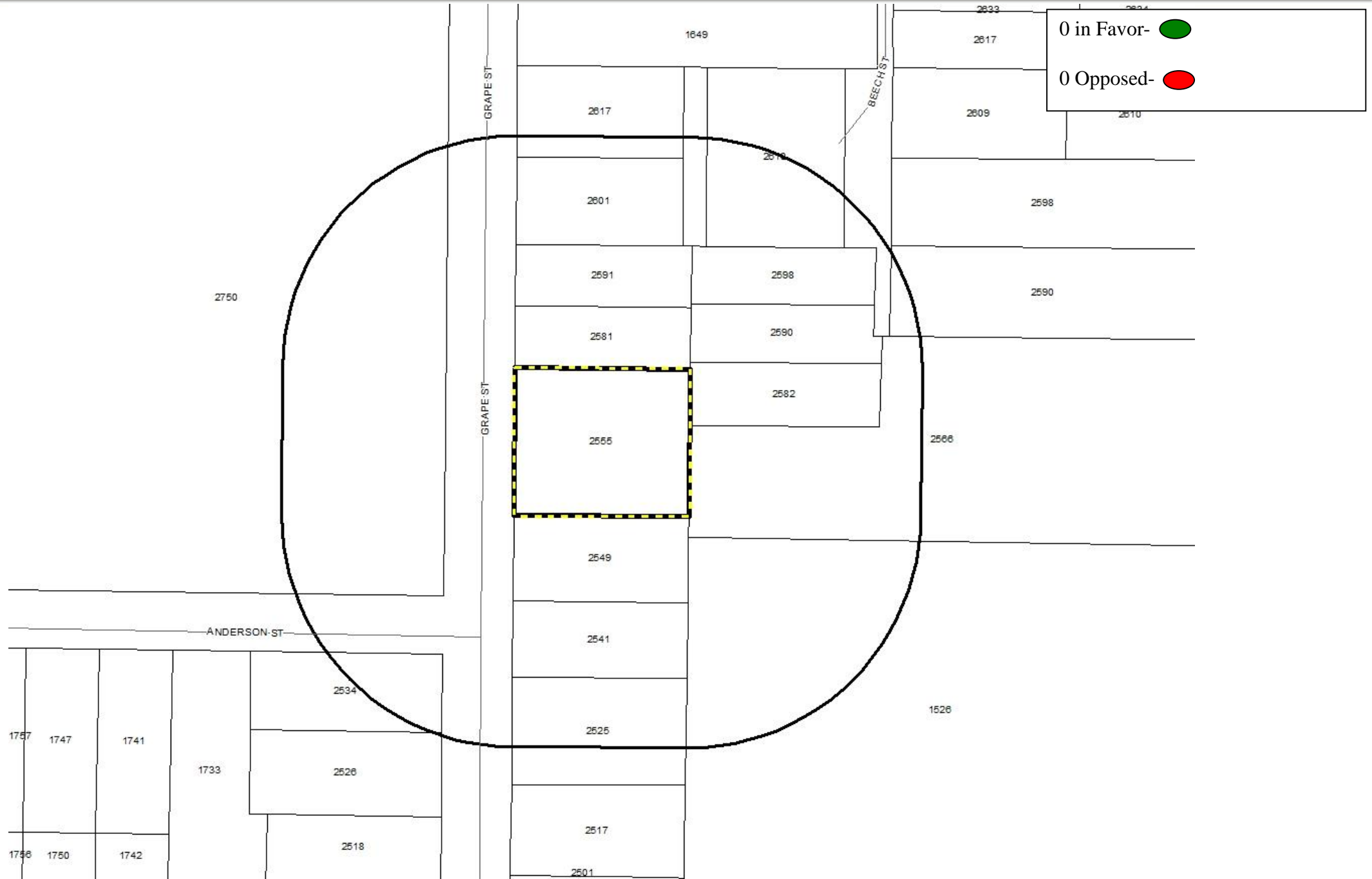
1. There is a tax reduction of \$200.00 or 20% per year; whichever is greater, for having the zoning. This is different if your property is in the Tax Increment Finance District in downtown. Also available is a project tax incentive (see the following page explaining the project tax). For both of these tax reductions, only City property taxes are reduced.
2. A plaque is to be placed on the exterior of the property within a reasonable time after the zoning is approved. The plaque will be provided and mounted by the City of Abilene in a place that is agreeable to the owner, but must be somewhere on the front elevation and be seen from the public right-of-way. The plaque is to remain with the property (regardless of an ownership change) as long as the property has Historic Overlay Zoning.
3. Protection is provided for the property from major change or demolition as long as the City Council maintains the present ordinance.

## Requirements:

1. There is building permit review by the Landmarks Commission on building and permanent sign permits.
2. There is demolition permit review by the Landmarks Commission. (Demolition could be delayed for one year from the time of denial of a demolition permit.)
3. There is a review by the Landmarks Commission for the following miscellaneous **exterior alterations**: (Listed below are examples, please see the ordinance for the specific requirements.)  
change of exterior paint color installation of siding window treatment or changes including awnings  
change of exterior doors, light fixtures, sidewalks, fences, parkways, steps and paving all other exterior elements visible from the public right-of-way which affects the appearance and historic cohesiveness of the property











**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO: Robert Hanna, City Manager**

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

**SUBJECT: Ordinance: (First Reading) Z-2016-34 A request from Abilene Christian University, agents McMahon, Surovik Suttle, P.C. & Enprotec/Hibbs & Todd Inc., to rezone property from CU/COR (College University/Corridor Overlay) to PD/COR (Planned Development) zoning, located at the northeast & the northwest corners of Ambler Ave & N. Judge Ely Blvd.; and setting a public hearing for September 8th 2016. (Schoening)**

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**GENERAL INFORMATION**

The subject parcels total approximately 87.172 acres and is currently zoned CU/COR (College University/Corridor Overlay). The subject properties are vacant with the exception of a small outdoor track field and are owned by Abilene Christian University.

Interstate 20 is adjacent to the north with properties on the other side zoned for commercial uses. The properties to the west and north are developed with single-family residential homes. The current zoning allows for a mix of uses such as a college/university and uses associated with a college. The owner is asking for the PD zoning to have a base zoning of GR (General Retail) and to allow for a mixed-use development encompassing, office, restaurant retail, multi-family housing, single family residential and parks at the property. Additionally, the applicant is requesting conditions shown in the attached exhibit.

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential', along with Agricultural Open Space. The AO zoning is typically designated as a "holding zoning", until an applicant desires to rezone to a compatible zoning classification with the adjacent zoning districts. The applicant is requesting amend the PD to allow for a greater mix of uses. The frontage along I-20, Ambler, and N. Judge Ely, and the surrounding commercial, residential, and College University zonings supports the inclusion of the proposed uses. The proposed concept plan shows the apartments providing a buffer to the adjacent single-family homes to the west and north. The requested zoning would be compatible with the adjacent uses as shown on the proposed concept plan and attached exhibits.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**



### **STAFF RECOMMENDATION**

Staff recommends approval of this request.

### **BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommends this request by a vote of six (6) in favor (Dunnahoo, Bixby, Rosenbaum, Calk, Smith and McClarty), and none opposed.

### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> Staff Report	Backup Material
<input type="checkbox"/> Sign Plan	Exhibit
<input type="checkbox"/> PowerPoint	Presentation



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-157 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 25<sup>th</sup> day of August 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 19<sup>th</sup> day of August, 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 8<sup>th</sup> day of September, 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 8<sup>th</sup> day of September, 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 CU/COR (Neighborhood Retail/Corridor Overlay) to PD/COR (Planned Development/Corridor Overlay) 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.



ORDINANCE NO. \_\_\_\_\_

EXHIBIT "A"

PAGE 2

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

ACU DRIVE ADDITION, BLOCK A, LOT 1

A0956 SUR 24 B A L SW/4, ACRES 84.23

A0956 SUR 24 B A L SW/4, ACRES 0.35



Location:

The northeast & the northwest corners of Ambler Avenue & N. Judge Ely Boulevard  
2209 N JUDGE ELY, 1450 E AMBLER AV



PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for GR (General Retail) and TH (Town House) uses, mixed-use development encompassing, office, restaurant retail, multi-family housing, single family residential and parks at the property. Additionally, the conditions shown in the attached exhibits.

PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the GR (General Retail) zoning and TH (Town House) districts, except as modified below:

1) PERMITTED USES:

- a. All the land uses permitted in the GR (General Retail) and TH (Town Home) districts.

2) DEVELOPMENT REGULATIONS:

A. Setbacks

1. 0' Setback along Judge Ely Boulevard to accommodate ground floor street-oriented retail.
2. 10' Setback along Ambler Avenue.
3. 60' Side and Rear Setbacks abutting Residential Single-Family Districts to the West of Judge Ely Boulevard to provide additional privacy for the existing adjacent residential uses.

B. Height

1. Height approved to not more than 4 stories (55 feet) on the West side of Judge Ely Boulevard, and 4 stories (55 feet) and 7 stories on the East side of Judge Ely Boulevard

C. FAR. 2:1 FAR to accommodate a pedestrian-oriented mixed use district.

D. Landscaping

1. 10' Landscaped buffer along Ambler Avenue to satisfy the COR overlay requirements.
2. Waiving of Landscape requirements along property lines adjacent to a street where ground floor retail is provided to accommodate street oriented retail.

E. Multi-Family. All Multi-family per the Residential Multiple-Family (MF) Standards with the following exceptions:

1. 10' front setback to accommodate for a more urban frontage condition.
2. 60' side and rear setbacks abutting Residential Single-Family Districts to provide additional privacy for the existing adjacent residential uses.
3. Buildings longer than 200' are permitted with approval of the Planning Director upon recommendation of the Development Review Committee provided there is adequate relief on the façade.
4. 30 units permitted per acre.

F. Townhomes. All Townhomes per the Residential Townhome (TH) District with the following exceptions:

1. 25' x 75'; 1875 s.f. minimum lot size to accommodate for a smaller, more urban townhome product.
2. 10' Front Setback to accommodate a more urban frontage.
3. 5' Rear Setback along an alley to accommodate a more urban alley condition.

3) SIGNAGE: Signage within this Planned Development District shall generally comply with provisions and limitations of sign regulations adopted by the City of Abilene and generally applicable to General Retail zoning districts, except as modified in attachment labeled "Exhibit B" Comprehensive Sign Plan.



# ZONING CASE Z-2016-34



## STAFF REPORT

### APPLICANT INFORMATION:

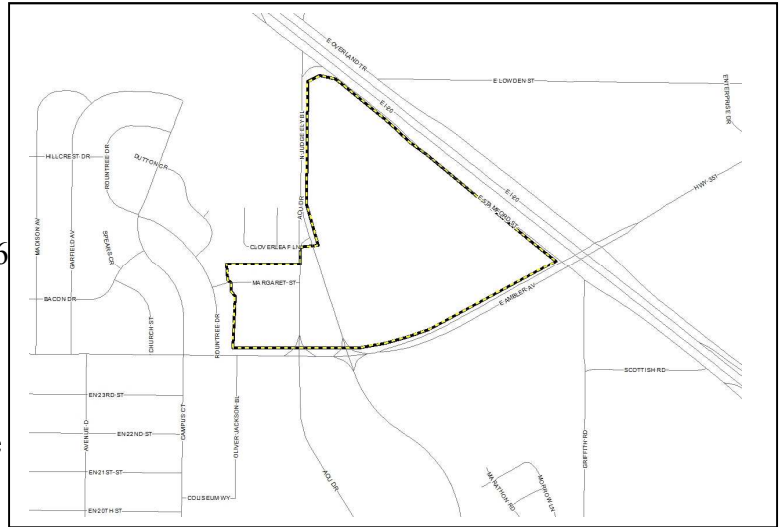
Abilene Christian University  
Agent: McMahon Surovik Suttle, P.C.  
Enprotec/Hibbs & Todd, Inc.

### HEARING DATES:

Planning & Zoning Commission: August 1, 2016  
City Council 1<sup>st</sup> Reading: August 25, 2016  
City Council 2<sup>nd</sup> Reading: September 8, 2016

### LOCATION:

Northeast and Northwest corners of Ambler Ave  
& N. Judge Ely Blvd



### REQUESTED ACTION:

Rezone from CU/COR to PD-156/COR

### SITE CHARACTERISTICS:

The subject parcels total approximately 87.172 acres and is currently zoned CU/COR (College University/Corridor Overlay). The subject properties are vacant with the exception of a small outdoor track field and are owned by Abilene Christian University. The adjacent property to the east is I-20. The properties to the west and north are zoned RS-8/COR (Single-Family Residential/Corridor Overlay), RS-8 (Single-Family Residential) and PH (Patio Home). The other property to the north is I-20 and on the other side of I-20 is zoned for commercial uses. The properties to the south are part of the Abilene Christian University campus.

### ZONING HISTORY:

Most of the area was annexed in 1957. The rest annexed in 1964 and was rezoned to CU in 1982.

### ANALYSIS:

#### • Current Planning Analysis

Currently the properties are zoned CU and are vacant with the exception of a small outdoor track field. Interstate 20 is adjacent to the north with properties on the other side zoned for commercial uses. The properties to the west and north are developed with single-family residential homes. The current zoning allows for a mix of uses such as a college/university and uses associated with a college. The owner is asking for the PD zoning to have a base zoning of GR (General Retail) and to allow for a mixed-use development encompassing, office, restaurant retail, multi-family housing, single family residential and parks at the property. Additionally, the applicant is requesting conditions shown in the attached exhibit.



- **Comprehensive Planning Analysis**

The Future Land Use section of the Comprehensive Plan designates this general area as ‘low density residential’, along with Agricultural Open Space. The AO zoning is typically designated as a “holding zoning”, until an applicant desires to rezone to a compatible zoning classification with the adjacent zoning districts. The applicant is requesting amend the PD to allow for a greater mix of uses. The frontage along I-20, Ambler, and N. Judge Ely, and the surrounding commercial, residential, and College University zonings supports the inclusion of the proposed uses. The proposed concept plan shows the apartments providing a buffer to the adjacent single-family homes to the west and north. The requested zoning would be compatible with the adjacent uses as shown on the proposed concept plan and attached exhibits.

### **PLANNING STAFF RECOMMENDATION:**

Staff recommends approval of the requested rezoning to PD on condition that the proposed development complies with the Master Thoroughfare Plan.

### **PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission recommends approval by a vote of six (6) in favor (Bixby, Rosenbaum, Calk, Dunnahoo, Smith, & McClarty) and none opposed.

### **NOTIFICATION:**

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

OWNER	ADDRESS	RESPONSE
HARRIS NOBLE & BETTE JOYCE	2510 CLOVERLEAF LN	
CUMMINS ELIZABETH ANN	841 CLOVERLEAF LN	
KING BEVERLY C	801 CLOVERLEAF LN	
ROBERTS REV LIVING TRUST	881 CLOVERLEAF LN	
SIKES MARY ANN	2502 SUNNIBROOK CT	
SPRABERRY ERNEST M & DOTTIE S	865 CLOVERLEAF LN	
ENNIS DAVID L & DIANE T	2525 SUNNIBROOK CT	
ARMER ALBERT & BEVERLY DIANE	2410 ROUNTREE DR	
BALDERSON MARIE	2517 SUNNIBROOK CT	
HOLMANS JIMMIE D & MYRA	825 CLOVERLEAF LN	
ROBERSON CHARLES W & GEORGAN	2434 ROUNTREE DR	
CEDILLO OSCAR S & CARLA	2509 SUNNIBROOK CT	
STRADER ROYE SUE	2422 ROUNTREE DR	
BABER DONALD C &	2502 CLOVERLEAF LN	
WHITAKER ROBERT H & DANA	2501 CLOVERLEAF LN	
WILLIAMS LINDA M	2501 SUNNIBROOK CT	
HARRISON DOUGLAS M & EMILY R	2406 ROUNTREE DR	
CARPENTER TOM P	2426 ROUNTREE DR	



CARPENTER TOM P	2430 ROUNTREE DR
CORNING CARYN	2437 ROUNTREE DR
CLEMMER WILLIAM D & BETTY R	873 CLOVERLEAF LN
KEMP JOSEPH S & LINDA F	2518 CLOVERLEAF LN
PRICE ALMA SUE LF EST	2441 ROUNTREE DR
EDGAR STEVEN RANDALL &	2409 ROUNTREE DR
COLLINSWORTH THAD J	2402 ROUNTREE DR
PHIPPS MICHAEL & LAURA	809 CLOVERLEAF LN
DAVIDSON MASON & MADGE	857 CLOVERLEAF LN
DELONY ROBERT L & MIKEE C	817 CLOVERLEAF LN
ABILENE CHRISTIAN UNIV	1755 CAMPUS CT
ABILENE CHRISTIAN UNIV	790 EN 16TH ST
ABILENE CHRISTIAN UNIV	792 EN 17TH ST
ABILENE CHRISTIAN UNIV	990 EN 16TH ST
ABILENE CHRISTIAN UNIV	2070 ACU DR
ABILENE CHRISTIAN UNIV	2055 OLIVER JACKSON BL
ABILENE CHRISTIAN UNIV	1730 ACU DR
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT
ABILENE CHRISTIAN UNIV	792 EN 16TH ST
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT
ABILENE CHRISTIAN UNIV	1925 CAMPUS CT
ABILENE CHRISTIAN UNIV	2010 ACU DR
ABILENE CHRISTIAN UNIV	930 EN 16TH ST
ABILENE CHRISTIAN UNIV	795 COLISEUM WY
ABILENE CHRISTIAN UNIV	2255 OLIVER JACKSON BL
ABILENE CHRISTIAN UNIV	1885 CAMPUS CT
ABILENE CHRISTIAN UNIV	1850 ACU DR
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT
ABILENE CHRISTIAN UNIV	2310 OLIVER JACKSON BL
ABILENE CHRISTIAN UNIV	2205 OLIVER JACKSON BL
ABILENE CHRISTIAN UNIV	1730 CAMPUS CENTER RD
ABILENE CHRISTIAN UNIV	1775 CAMPUS CENTER RD
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT
ABILENE CHRISTIAN UNIV	870 COLISEUM WY
ABILENE CHRISTIAN UNIV	860 EN 16TH ST
ABILENE CHRISTIAN UNIV	849 COLISEUM WY
ABILENE CHRISTIAN UNIV	845 COLISEUM WY
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT
ABILENE CHRISTIAN UNIV	825 E AMBLER AV
ABILENE CHRISTIAN UNIV	1950 ACU DR
ABILENE CHRISTIAN UNIV	1850 TEAGUE BL
ABILENE CHRISTIAN UNIV	1995 CAMPUS CT
ABILENE CHRISTIAN UNIV	760 LIBRARY CT



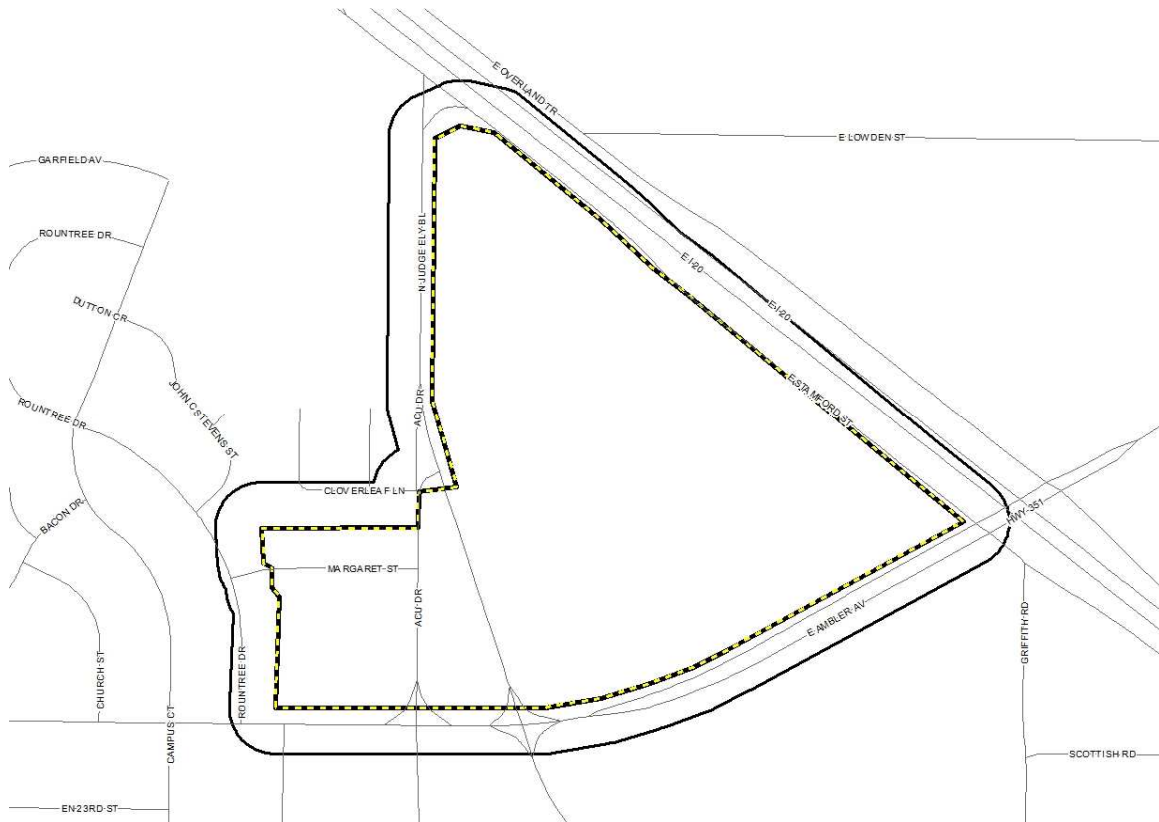
ABILENE CHRISTIAN UNIV	1680 CAMPUS CENTER RD
ABILENE CHRISTIAN UNIV	1668 CAMPUS CENTER RD
ABILENE CHRISTIAN UNIV	1695 CAMPUS CT
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT
ABILENE CHRISTIAN UNIV	790 LIBRARY CT
ABILENE CHRISTIAN UNIV	1625 CAMPUS CT
ABILENE CHRISTIAN UNIV	2195 OLIVER JACKSON BL
ABILENE CHRISTIAN UNIV	1850 CAMPUS CENTER RD
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT
ABILENE CHRISTIAN UNIV	1750 CAMPUS CENTER RD
BARTON JOHN M & MARY E	849 CLOVERLEAF LN
DRENNAN JERRY DALE	2414 ROUNTREE DR
PRAIRIE SONG LLC	2509 JOHN C STEVENS ST
ICE JAMES H & BERLE J	2533 SUNNIBROOK CT
ABILENE CHRISTIAN UNIV	1725 ACU DR
WHITT SHIRLEY S	2541 SUNNIBROOK CT
PRAIRIE SONG LLC	2501 JOHN C STEVENS ST
ABILENE CHRISTIAN UNIV	1201 E AMBLER AV
BAGGS TERRY W & KAREN	2565 SUNNIBROOK CT
TINKLER BOBBY ROLLO &	2557 SUNNIBROOK CT
ABILENE CHRISTIAN UNIV	2295 ACU DR
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT
ABILENE CHRISTIAN UNIV	2245 ACU DR
ESCOBEDO JOSEPH T	2401 ROUNTREE DR
EARLES JAMES EDWARD &	2421 ROUNTREE DR

MILLER AARON R & ELIZABETH A	2429 ROUNTREE DR
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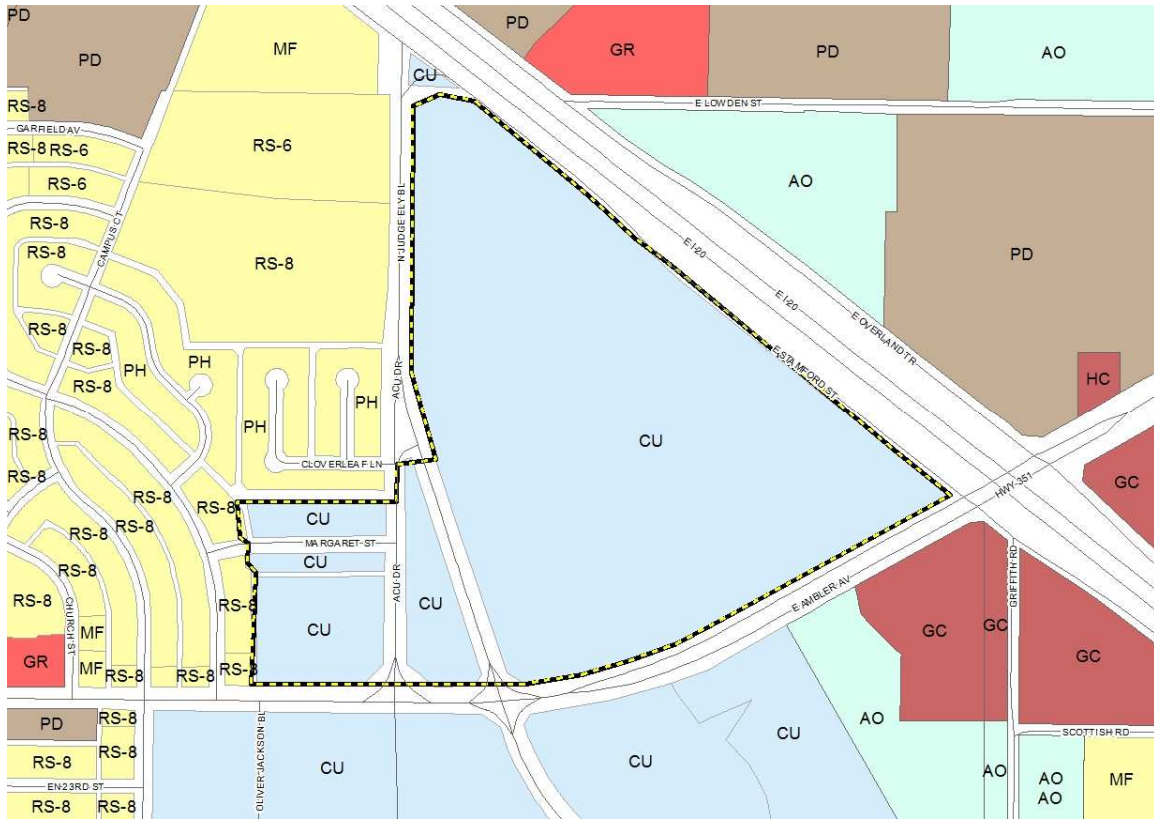
CLUTE ALAN CHARLES &	2433 ROUNTREE DR
ABILENE CHRISTIAN UNIV	
ABILENE CHRISTIAN UNIVERSITY	1450 E AMBLER AV
ABILENE CHRISTIAN UNIV	2209 N JUDGE ELY
ABILENE CHRISTIAN UNIV	
ABILENE CHRISTIAN UNIV	1449 E AMBLER AV



In Favor- **Y**  
Opposed- **N**







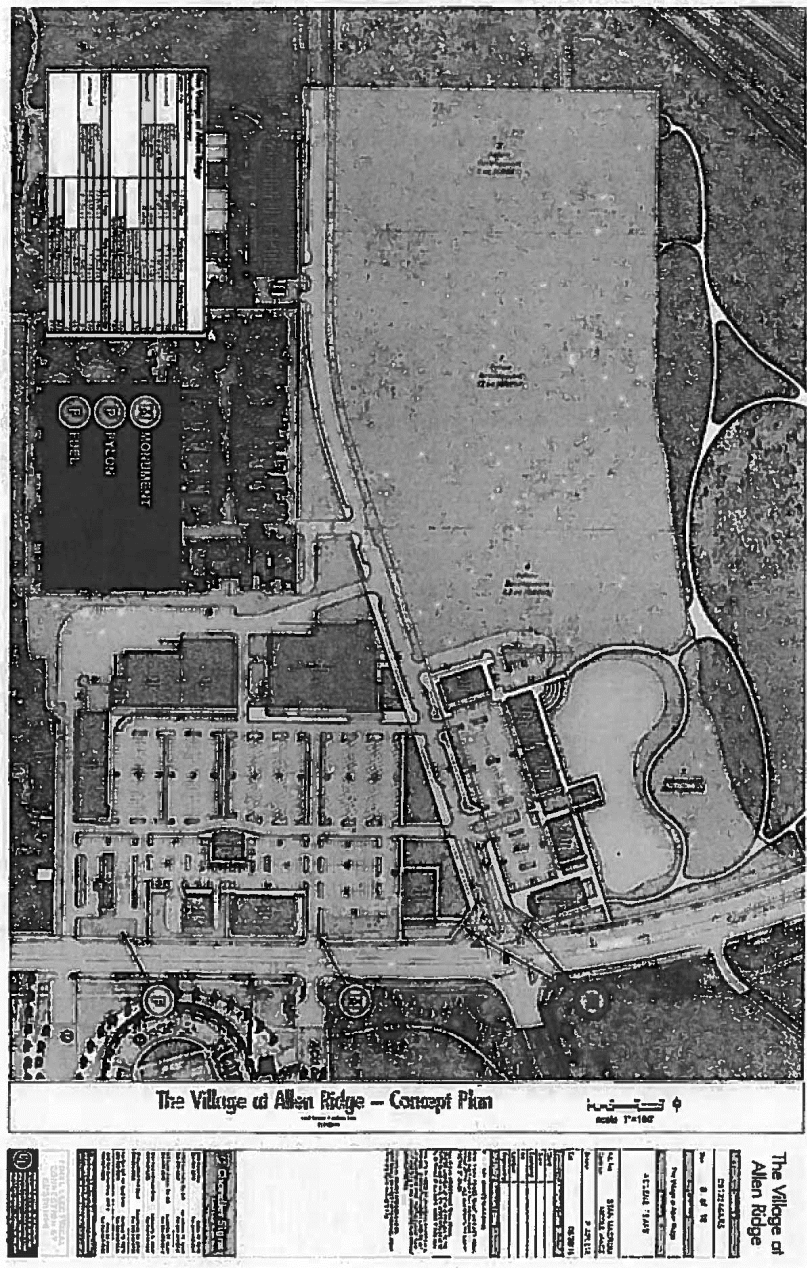














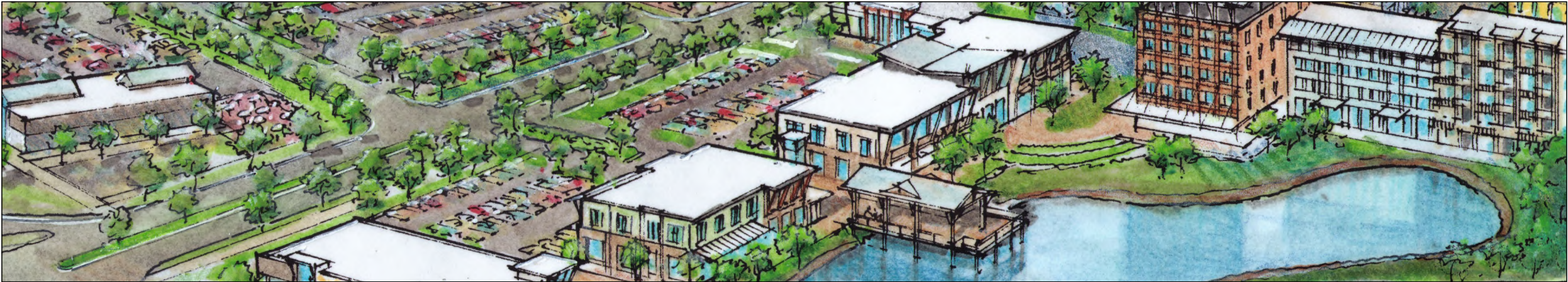
# COMPREHENSIVE SIGN PLAN



## The Village at Allen Ridge







TENANT SIGNAGE CRITERIA

Project Description:

The Village at Allen Ridge is a first class open-air retail development that preserves the essence of its natural surroundings. The Village at Allen Ridge will transcend conventional mixed-use developments; it will be constantly alive with activity and commerce. It will contain 180,000 square feet of inspired mixed-use space.

Purpose of Tenant Signage Design Criteria:

This Signage Design Criteria is provided to guide designers, architects, and Tenants in the development of Tenant identity signs at Village at Allen Ridge.

A. The objectives are:

- To generate varied and creative Tenant signage through application of imaginative design treatments and distinctive logos and typestyles.
- To establish signage as a design element that contributes to a “shopping district” environment unique to Village at Allen Ridge.
- To provide standards of acceptability for signs in order to facilitate the review and approval process.

B. A map of designated areas is located on the Tenant Signage Zoning Plan. Tenants and their designers are to refer to that map and select a combination of at least two sign types, and no more than three, from the designated district assigned to their store.

Tenant Signage Within Village at Allen Ridge, Abilene:

All Tenants are encouraged to push the boundaries and design exciting signage. Every signage submission approval is at the discretion of the Landlord and the Landlord may approve signage that exceeds the limits listed in the following criteria on a case-by-case basis. Tenants are required to use LED type lighting in their signage where the lighting source will be hidden from view.

The Tenant signage for Village at Allen Ridge is divided into five (5) distinct “districts” to assist the Tenant in choosing the appropriate signage type, location, and quantity for their identity. All stores and their corresponding elevations fit within a particular district. Please refer to the included Tenant Zoning Plan for the location.

All tenants in each district must abide by signage height restrictions, reference sheet 3 of 20

Tenant Signage Allowed Within Each District:

The Tenants in each district must have certain required sign types. They are listed below. In addition to the two required sign types, Tenants are allowed to have signs selected from the “optional” signage in the indicated areas. A maximum selection of three sign types are allowed per Tenant, as noted in the zone descriptions below.

If a tenant has two distinct retail concepts and a separate entrance for each concept, they are allowed a sign above each entrance. The two concepts will be viewed independently and linear foot of storefront will be calculated based upon demising wall or other significant interior transition between the two concepts.

Variations away from these designated areas need approval from the Landlord prior to being submitted to the City for permit. The maximum allowable square footage area of each sign is to be determined based on the lineal frontage of the storefront, it's location in The Village at Allen Ridge.

Tenants Located in Multiple Districts: When a Tenant's façade is located in multiple signage “districts”, each particular façade is dictated by the regulations for that district.

Note: A separate sign permit is required from the City of Abilene prior to installation. All signs require review by the City of Abilene Architectural Review Committee.

A. Shops District Signage Guidelines:

The Shops District is premium retail in an inviting environment characterized by quality materials, soft light, natural materials and external illumination. A sense of quality is reinforced through a careful attention to scale.

The primary viewing of the Tenant signage will be from the pedestrian areas. As such, Tenant signage should respond to the appropriate scale. Tenant logos will be encouraged and are recommended. To ensure variety in the district, adjacent Tenants will be required to use different sign types, materials, and colors.

Allowable Sign Types:

- Primary Signage: REQUIRED
  - Reverse pan channel halo lit individual dimensional letters with LED type lighting – OR –
  - Dimensional letters, externally illuminated with projecting fixtures i.e. goose neck – OR –
  - Canopy sign
- Secondary Signage: REQUIRED
  - Blade sign
- Optional Signage:
  - Wall mounted plaques
  - Identity on valance of awning

**FRONT ELEVATION.** Each tenant is allowed 40 square feet regardless of the lineal foot of frontage of the tenant space . Each linear foot of tenant space frontage in excess of twenty-five (25) feet will be allowed one point six (1.6) square feet of additional sign area.

**BACK ELEVATION.** Tenant will be allowed 80% of the front elevation total allowable square footage.

B. Office District Signage Guidelines:

Located on the second level, over the retail signage, the office signage will be understated and elegant. As such, non-illuminated signage will be the primary signage option. Office signage will only be allowed for Tenants with over 4,000 square feet of leased area.

Allowable Sign Types:

- Primary Signage:
  - Non-illuminated dimensional letters

Signage Calculation Guidelines:

**FRONT ELEVATION.** For tenants over 4,000 square feet of leased area, tenant is allowed 40 square feet regardless of the lineal foot of frontage of the tenant space . Each linear foot of tenant space frontage in excess of twenty-five (25) feet will be allowed one point six (1.6) square feet of additional sign area.

**BACK ELEVATION.** Tenant will be allowed 80% of the front elevation total allowable square footage.

The Village at Allen Ridge


Design #	
0612846AR5	
Sheet	2 of 18
Location	
The Village at Allen Ridge	
Address	
ABILENE, TEXAS	
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16
Approval / Date	
Client	
Sales	
Estimating	
Art	
Landlord	
Engineering	
Revision / Date	
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R2(06/01/16)PA: REVISED TENANT GUIDELINES, ADDING MORE RULES ABOUT FREESTANDING SIGNS AND TENANT LETTER / LOGO SIGN HEIGHTS PER SQUARE FOOTAGE OF LEASED.	
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R4(6/21/16)PA: ADDED INFORMATIONAL BANNERS (ACU BRANDED / COMMUNITY BRANDED ); ADDED TO LIST OF PROHIBITED SIGNAGE, PORTABLE SIGNS; TOOK OUT SHEETS 9 & 10 AND SHOWED SITE PLAN WITHOUT LANDSCAPE DETAILS.	
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2584 Sand Hill Point Circle 863-420-1100	Davenport, FL 33837 Fax 863-424-1160
37 Waterfront Park Court 800-851-7062	Dawsonville, GA 30534 Fax 210-349-8724
P.O. Box 125 206 Doral Drive 361-563-5599	Portland, TX 78374 Fax 361-643-6533
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C. Out Parcel District Signage Guidelines:

The out-parcel zone is comprised of mainly freestanding Tenants. The energy of the signage will help draw the customer to the out-parcel perimeter locations, thus the need for vibrant colors, dimensional signage, and multiple signs.

Allowable Sign Types:

- Primary Signage: REQUIRED
  - Reverse pan channel halo lit individual dimensional letters with LED type lighting – OR –
  - Dimensional letters, externally illuminated with projecting fixtures i.e. goose neck
- Secondary Signage: REQUIRED
  - Blade sign
- Optional Signage:
  - Wall mounted plaques
  - Identity on valance of awning
  - Canopy sign

Allowable area for primary sign on front elevation is based upon below calculations.

**FRONT ELEVATION.** Each tenant is allowed 40 square feet regardless of linear foot of frontage of the tenant space. Each linear foot of tenant space frontage in excess of twenty five (25) feet will be allowed one point six (1.6) square feet of additional sign area.

**BACK/SIDE ELEVATIONS.** If the tenant chooses to only have two wall signs, the area of the secondary wall sign is allowed to be no greater than the primary sign. If tenant chooses to have three wall signs, the area of each secondary sign is allowed to be no greater than 70% of the primary sign.

All Tenants in the Shops / Office / Outparcel Must Comply with Maximum Logo / Letter Heights in chart referenced below:

Tenant Building Square Footage	Maximum Letter/Logo Height Allowed
0 - 2,499	24"
2,500 - 4,999	30"
5,000 - 9,999	36"

D. Power Center District Signage Guidelines:

The Power Center District is primarily occupied by large nationally known retailers. tenants are allowed slightly larger signage and the implementation of a vertical marquee type is encouraged and size will be as approved by Landlord and as negotiated in the lease.

Blade signs are allowed. See exhibit E (Pag. 5) for allowed sign area in Power Center District. Blade signs are not included in the square footage calculation detailed in Exhibit.

Total sign area (Per tenant Space) is 20% of the area of the wall in which the sign is attached.

End caps are allowed a sign on front elevation and either side or back elevation, in-line tenants are allowed a sign on front and back elevation.

Each tenant is allowed 40 square feet regardless of linear foot of frontage of the tenant space.

Each linear foot of tenant space frontage in excess of twenty five (25) feet will be allowed two point zero, (2.0) square feet of additional sign area.

All Tenants in Power Center District must comply with maximum logo/letter heights in chart referenced below.

Tenant Building Square Footage	Maximum Letter/Logo Height Allowed
0 - 4,999	30"
5,000 - 9,999	36"
10,000 - 14,999	40"
15,000 - 28,999	48"
29,000 - 54,999	60"
55,000 - Greater	72"

E. Freestanding Signage:

- There are two (2) Two Multi-Tenant pylon signs on Interstate 20 that are 50' tall and 500 Square feet of signage area.
- There are (3) Three Multi-Tenant entry monument signs that brand the development. These features are limited to 15' in height and each one can't exceed 250 Square Feet.
- There will be multiple vehicular directional Signs throughout the development that will be limited to 8' in height and 50 Square Feet.
- Up to (1) One Fuel pricing display that is limited to 8' in height and 100 Square Feet.

Signage Details and Specifications:

A. Address Signage:

The suite number or building address needs to be applied to the exterior façade as determined by the Landlord and local jurisdiction. The numbers must be visible to the street and color contrast to the façade for visibility. Please refer to design drawing for specifications.


- Numbers to be dimensional metal.
- Out-parcel Tenants primary building address numerals to be 12 inches high, with rear door address 6 inches in height.
- All other Tenants to have a minimum of 6 inches in letter height.
- ¼" Aluminum flat cut-out. Color TBD by landlord.
- Flush to the architecture.
- Mounted on the pier closest to the entrance.
- Vinyl letters applied to glass not allowed.
- Address signs are required for each Tenant and not included in square area calculations or not counted towards the three-maximum sign limit.

B. Blade Signs:


A double-sided sign mounted perpendicular to the building facade and suspended on a decorative metal bracket. Usually placed near the store-front entrances.

- Each tenant is required to have one double-faced hanging sign per public/customer entrance.
- The creative use of logo shapes is encouraged in the design of the blade sign.
- Tenants are encouraged to utilize a variety of colors and graphic elements along with typestyle to create a whimsical and energetic signing solution. Painted flat forms layered to give a 3-dimen-sional effect are encouraged.
- Blade signs are to be fabricated of painted metal only. Sentra and acrylic are not allowable materials for blade signs.
- Signs are to be wall mounted from a metal bracket, or suspended from the canopy with metal supports. If suspended, sign to be centered within the walkway.
- Placement to be reviewed with consideration of all adjacent signs and will be free from visual obstruction. The sign will not be located less than 4' to the adjacent Tenant's blade sign.
- External illumination with Landlord approved fixtures is encouraged.
- Signs to be mounted with minimum of 8' of clearance from finished floor.
- Signs to project a maximum of 4', inclusive of bracket, not to exceed 10 sq. feet, blade sign square footage will not count towards tenant overall allowable area of signage.
- Trade name or logo only, no taglines, slogans, products, services, or advertising allowed. centered within the walkway.

The Village at Allen Ridge

Design #	
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Sheet	3 of 18
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Designer	P. AGUIAR
Date	05/20/16
Approval / Date	
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Sales	
Estimating	
Art	
Landlord	
Engineering	
Revision / Date	
R1(05/27/16)PA: CHANGES TO GUIDELINES	
R2(06/01/16)PA: REVISED TENANT GUIDELINES, ADDING MORE RULES ABOUT FREESTANDING SIGNS AND TENANT LETTER / LOGO SIGN HEIGHTS PER SQUARE FOOTAGE OF LEASED.	
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R4(6/21/16)PA: ADDED INFORMATIONAL BANNERS (ACU BRANDED / COMMUNITY BRANDED ); ADDED TO LIST OF PROHIBITED SIGNAGE, "PORTABLE SIGNS"; TOOK OUT SHEETS 9 & 10 AND SHOWED SITE PLAN WITHOUT LANDSCAPE DETAILS.	
R5(6/24/16)PA: REVISED SPECIFICATIONS ON DIRECTIONALS ON SHEET 3 OF 18; REMOVED SKEWS FROM SITE PLANS ON SHEETS 5,7,8.	
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2584 Sand Hill Point Circle 863-420-1100	Davenport, FL 33837 Fax 863-424-1160
37 Waterfront Park Court 800-851-7062	Dawsonville, GA 30534 Fax 210-349-8724
P.O. Box 125, 206 Doral Drive 361-563-5599	Portland, TX 78374 Fax 361-643-6533
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Approval / Date	
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Sales	
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Art	
Landlord	
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<b>963 Baxter Avenue, Ste 200</b> <b>502-479-3075</b>	<b>Louisville, KY 40204</b> <b>Fax 502-412-0010</b>
<b>2584 Sand Hill Point Circle</b> <b>863-420-1100</b>	<b>Davenport, FL 33837</b> <b>Fax 863-424-1160</b>
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<b>1335 Park Center Drive, UNIT C</b> <b>760-967-7003</b>	<b>Vista, CA 92081</b> <b>Fax 760-967-7003</b>
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SIGN WILL BEAR UL LABEL(S).



Scale: 1"=400'

BVTD Partners • Abilene, Texas  
01.15020.00





The Village at Allen Ridge				
Development Summary				
Eastern Site		S.F./ Units	Parking Ratio	Parking Required
Commercial	Retail	24,000 s.f.	4/1,000 s.f.	96
	Restaurant	7,800 s.f.	10/1,000 s.f.	78
	Office over Retail	20,040 s.f.	3/1,000 s.f.	61
Residential	Multi-Family	0 units	1.4/unit	0
	Townhomes	0 units	2.0/unit	0
			Parking Sub-Total	235
			- Shared Parking	59
			Total Parking Required	176
			Total Parking Provided	187
Western Site		S.F./ Units	Parking Ratio	Parking Required
Commercial	Retail	74,000 s.f.	4/1,000 s.f.	296
	Anchor Retail	46,410 s.f.	1/175 s.f.	266
	Restaurant	8,100 s.f.	10/1,000 s.f.	81
			Parking Sub-Total	643
			- Shared Parking	0
			Total Parking Required	643
			Total Parking Provided	711

- M MONUMENT
- P PYLON
- F FUEL

The Village at Allen Ridge – Concept Plan

The Village at Allen Ridge

Design #	
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Sheet	8 of 18
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R3(6/13/16)PA:	REVISED DIRECTIONAL DESIGN; DELETED LOCATION OF "D" NEAR PAVILION TO THE ENTRY ISLAND AT PAVILION; ADDED MONUMENT "M" TO ENTRANCE AT ACU DRIVE; ADDED "F" FUEL SIGN.
R4(6/21/16)PA:	ADDED INFORMATIONAL BANNERS (ACU BRANDED / COMMUNITY BRANDED); ADDED TO LIST OF PROHIBITED SIGNAGE, "PORTABLE SIGNS"; TOOK OUT SHEETS 9 & 10 AND SHOWED SITE PLAN WITHOUT LANDSCAPE DETAILS.
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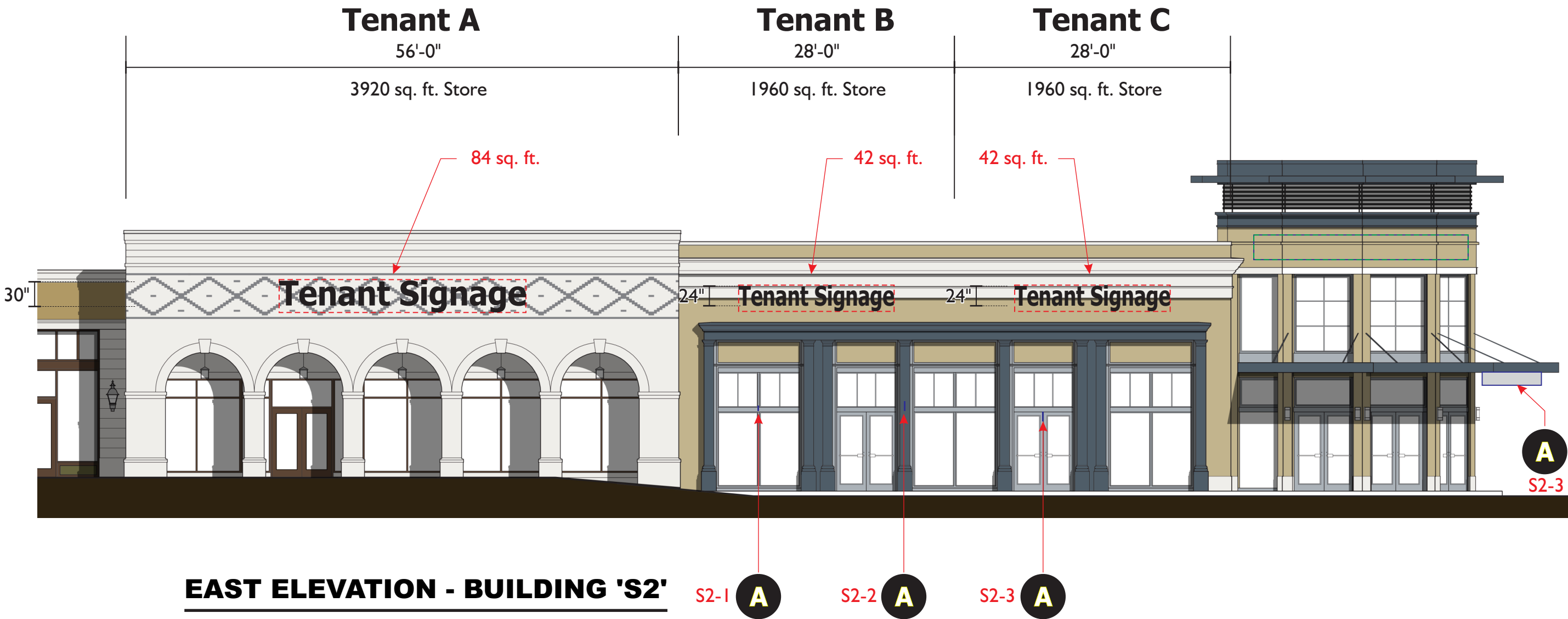
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The Village at  
Allen Ridge



**EAST ELEVATION - BUILDING 'S2'**

SCALE: 3/32" = 1'-0"

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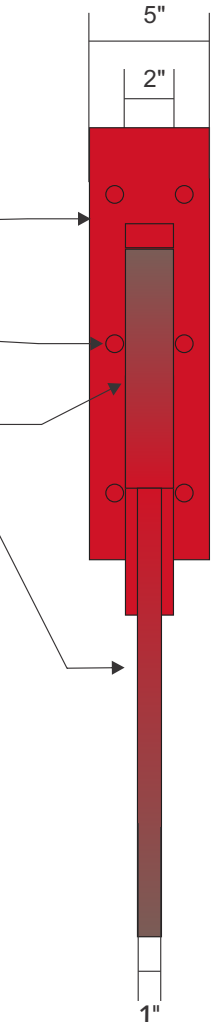


SIGN SUPPORTS 1" x 2" SQ. TUBE ALUM. W/ A 18" x 5" PLAQUE FLUSH MOUNTED TO WALL, PTD PER TENANT LAYOUT.

ATTACH TO WALL W/ NON CORROSIVE HARDWARE AS REQUIRED, PTD. PER TENANT LAYOUT.

CENTRAL SIGN ATTACHED TO BASE W/ 1"x1" WELDED SQ. PIPES PTD. PER TENANT LAYOUT.

CENTRAL FCO. ALUM. PANELS PTD PER TENANT LAYOUT.



SIDE VIEW

**A** D/F BLADE SIGN NON-ILLUM. **1 1/2"=1'-0"**  
7.31 = SQ. FT.

**NOTE:**  
ALL BLADE SIGNS PER TENANT LAYOUT NOT TO PROJECT MOTE THAN 4' FROM WALL & NOT TO EXCEED 10.00 SQ. FT., ALL FACES TO BE PAINTED ALUMINUM ONLY.

COPY SHOWN FOR VISUAL PURPOSES ONLY

The Village at  
Allen Ridge

Design #	
0612846AR5	
Sheet	10 of 18
Location	
The Village at Allen Ridge	
Address	
ABILENE, TEXAS	
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16
Approval / Date	
Client	
Sales	
Estimating	
Art	
Landlord	
Engineering	
Revision / Date	
R1(05/27/16)PA: CHANGES TO GUIDELINES	
R2(06/01/16)PA: REVISED TENANT GUIDELINES, ADDING MORE RULES ABOUT FREESTANDING SIGNS AND TENANT LETTER / LOGO SIGN HEIGHTS PER SQUARE FOOTAGE OF LEASED.	
R3(6/13/16)PA: REVISED DIRECTIONAL DESIGN; DELETED LOCATION OF "D" NEAR PAVILLION TO THE ENTRY ISLAND AT PAVILLION; ADDED MONUMENT "M" TO ENTRANCE AT ACU DRIVE; ADDED "F" FUEL SIGN.	
R4(6/21/16)PA: ADDED INFORMATIONAL BANNERS (ACU BRANDED / COMMUNITY BRANDED ); ADDED TO LIST OF PROHIBITED SIGNAGE, "PORTABLE SIGNS"; TOOK OUT SHEETS 9 & 10 AND SHOWED SITE PLAN WITHOUT LANDSCAPE DETAILS.	
R5(6/24/16)PA: REVISED SPECIFICATIONS ON DIRECTIONALS ON SHEET 3 OF 18; REMOVED SKEWS FROM SITE PLANS ON SHEETS 5,7,8.	

Chandler Signs	
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3201 Manor Way 214-902-2000	Dallas, TX 75235 Fax 214-902-2044
17319 San Pedro, Ste 200 210-349-3604	San Antonio, TX 78232 Fax 210-349-8724
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FINAL ELECTRICAL  
CONNECTION BY  
CUSTOMER

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN. SIGN WILL BEAR UL LABEL(S).



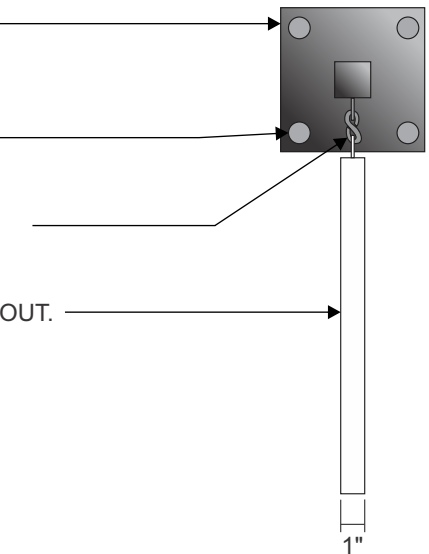
# 2



ALL BLADE SIGNS PER TENANT LAYOUT NOT TO PROJECT MORE THAN 4' FROM WALL  
& NOT TO EXCEED 10.00 SQ. FT., ALL FACES TO BE PAINTED ALUMINUM ONLY.

**COPY SHOWN FOR VISUAL PURPOSES ONLY**

CENTRAL SIGN ALUM. PANELS PTD PER TENANT LAYOUT.



### SIDE VIEW

Design #	
0612846AR5	
Sheet	11 of 18
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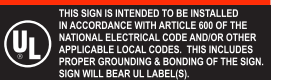


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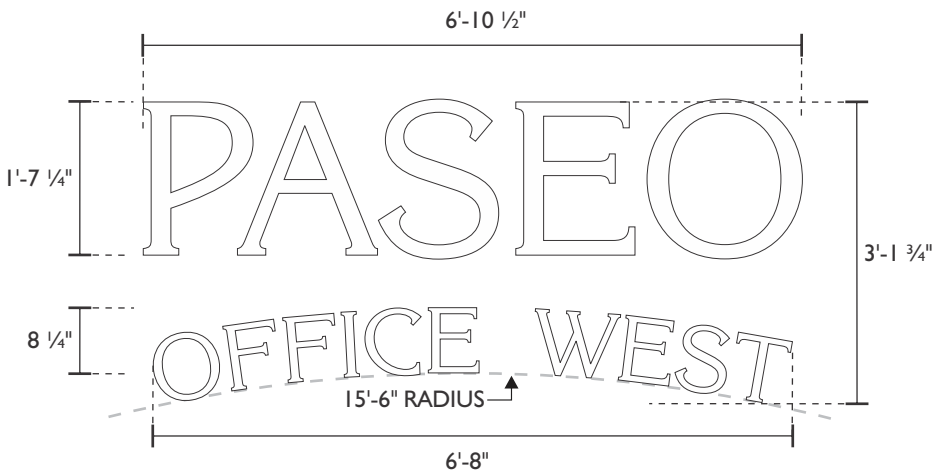
**FINAL ELECTRICAL CONNECTION BY CUSTOMER**







BUILDING "K" EAST ELEVATION DETAIL 1/4" = 1'



**B NON ILLUMINATED FLAT CUT-OUT'S**  
ONE SET REQUIRED - MANUFACTURE & INSTALL

1/2" = 1'

1" SPACERS PTD TO  
MATCH WALL

1/4" ALUMINUM FLAT  
CUT-OUT'S, FACES &  
RETURNS PTD WHITE  
(T.B.D.)


SEAL ALL PENETRATIONS  
WATER-TIGHT.

ALL RETURNS TO BE  
SANDED SMOOTH


ATTACHED TO WALL W/  
NON CORROSIVE HARDWARE  
AS REQUIRED.



## The Village at Allen Ridge

Design #	
0612846AR5	
Sheet	12 of 18
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The Village at  
Allen Ridge

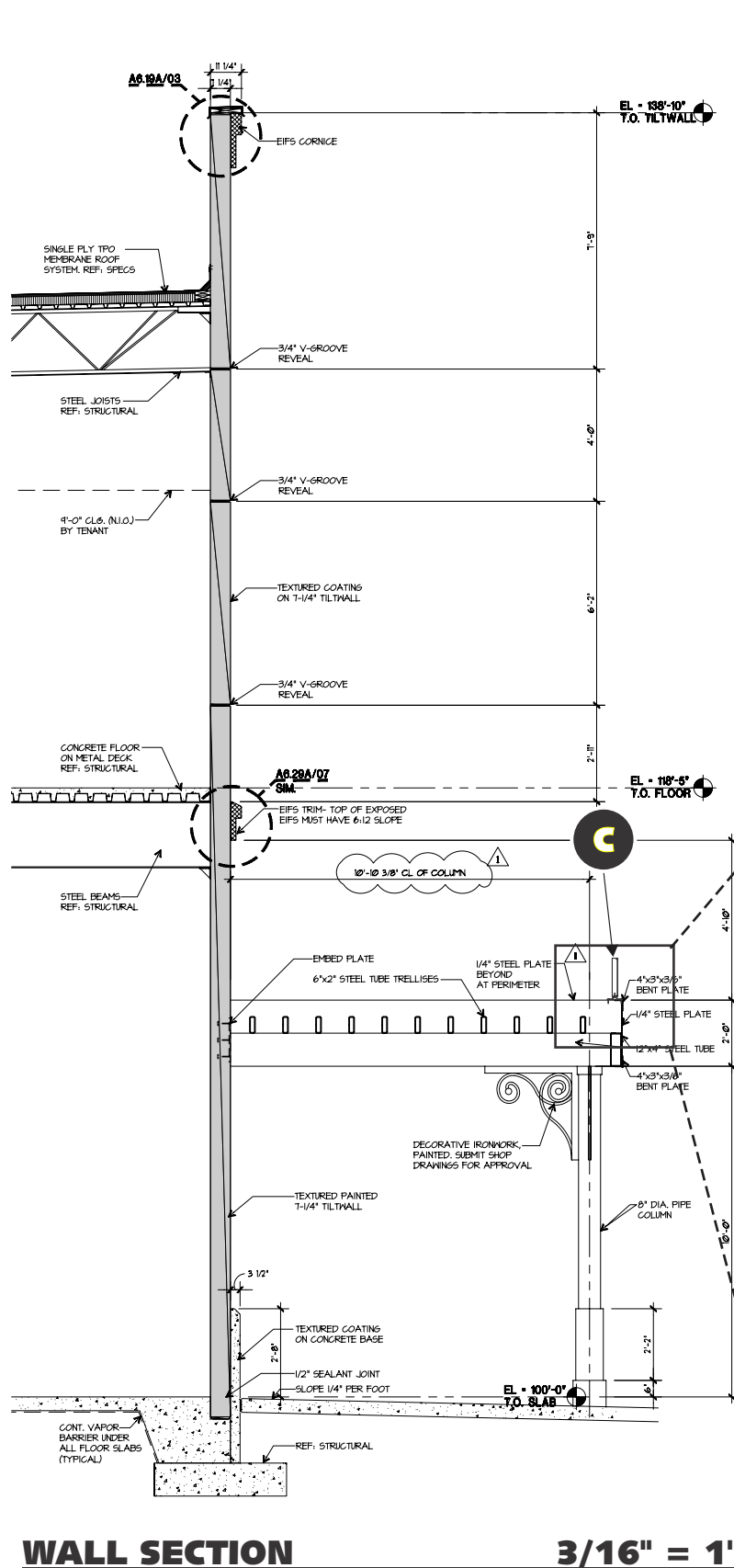
Design #	
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Location	
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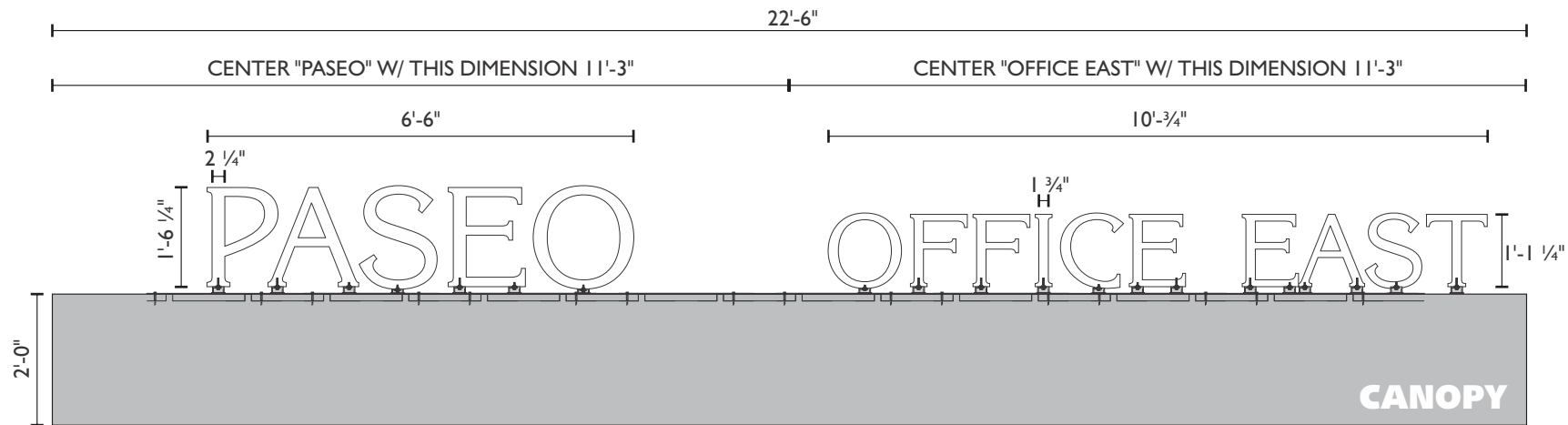
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**WALL SECTION** **3/16" = 1'**



**C ALUM. NON-LIT CHNL LTRS CANOPY MOUNTED** **3/8"=1'-0"**  
ONE SET REQUIRED - MANUFACTURE & INSTALL.

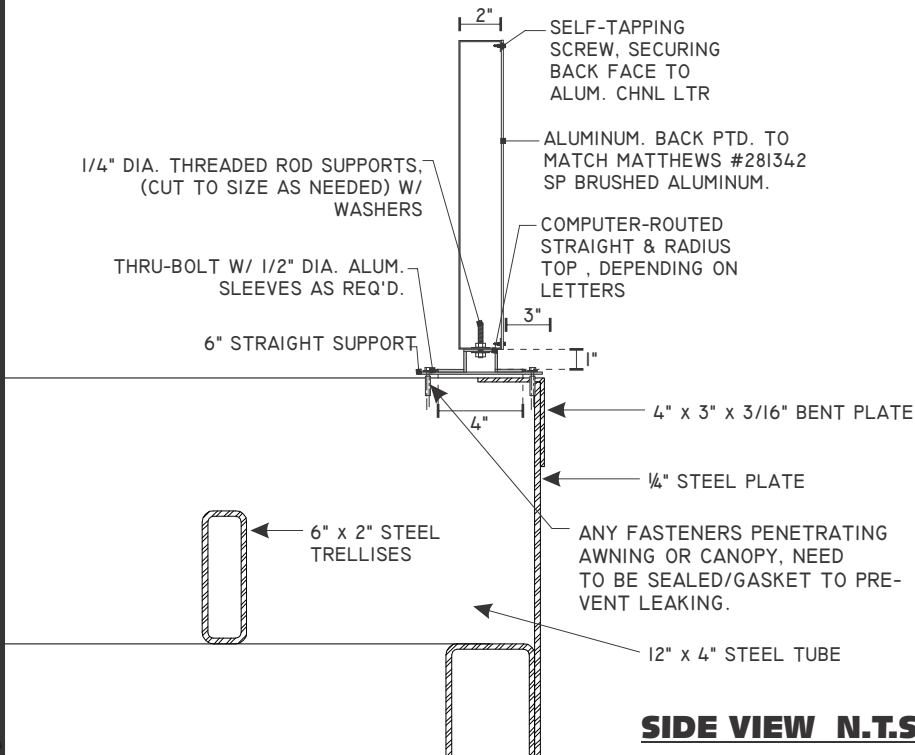
ALUM. NON-LIT CHANNEL LETTERS, FACES & RETURNS PTD.  
PER TENANTS LAYOUT

SEAL ALL PENETRATIONS WATER-TIGHT.

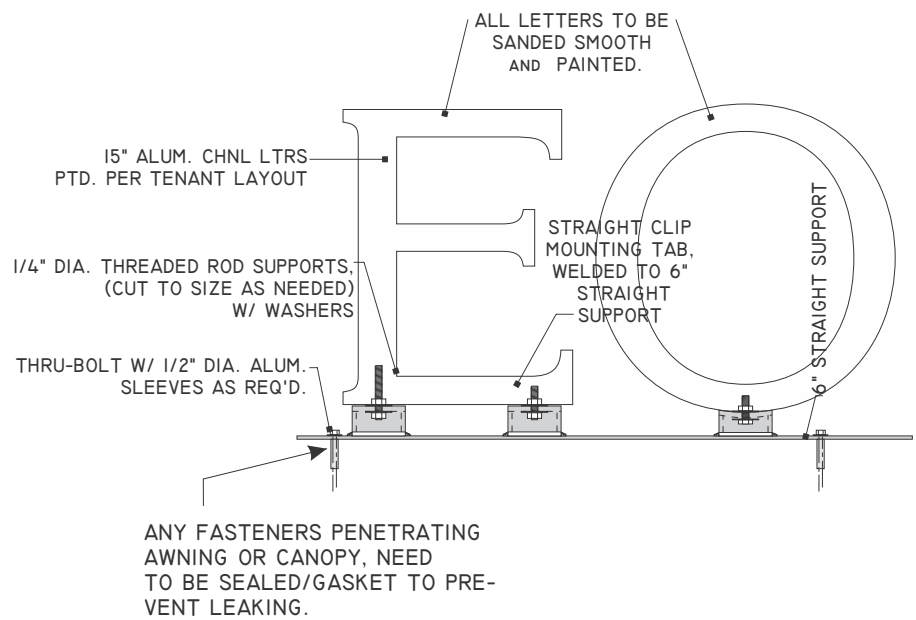
ALL RETURNS TO BE SANDED SMOOTH

ATTACHED TO CANOPY W/ NON CORROSIVE HARDWARE  
AS REQUIRED.(ALL MOUNTING HARDWARE PAINTED TOP MATCH CANOPY.

ALL MOUNTING HARDWARE PTD TO MATCH  
EXISTING AWNING COLOR.



**SIDE VIEW N.T.S.**



**MOUNTING DETAIL N.T.S.**

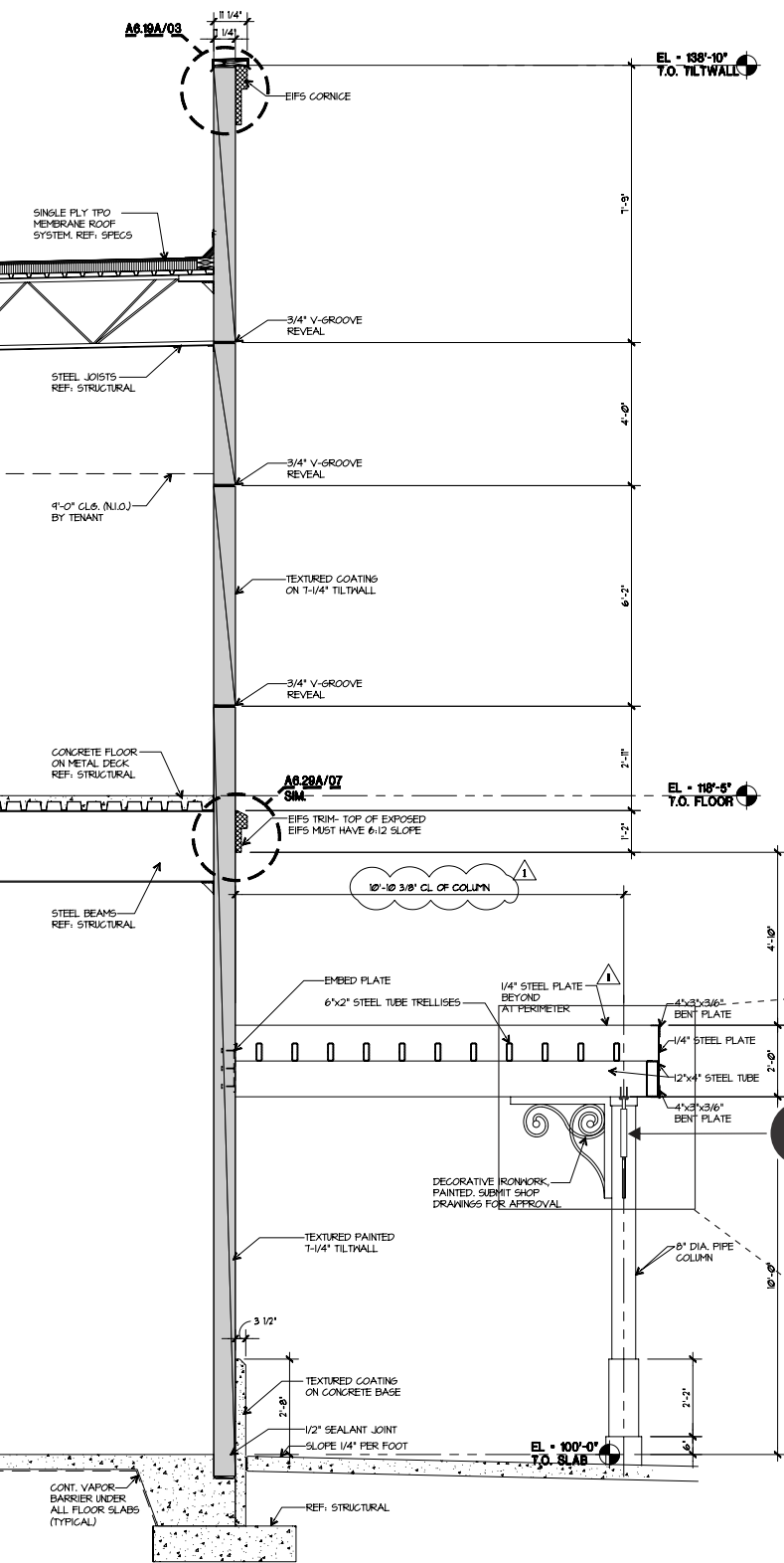
MATERIAL LIST

DISTRIBUTION OF PRINTS

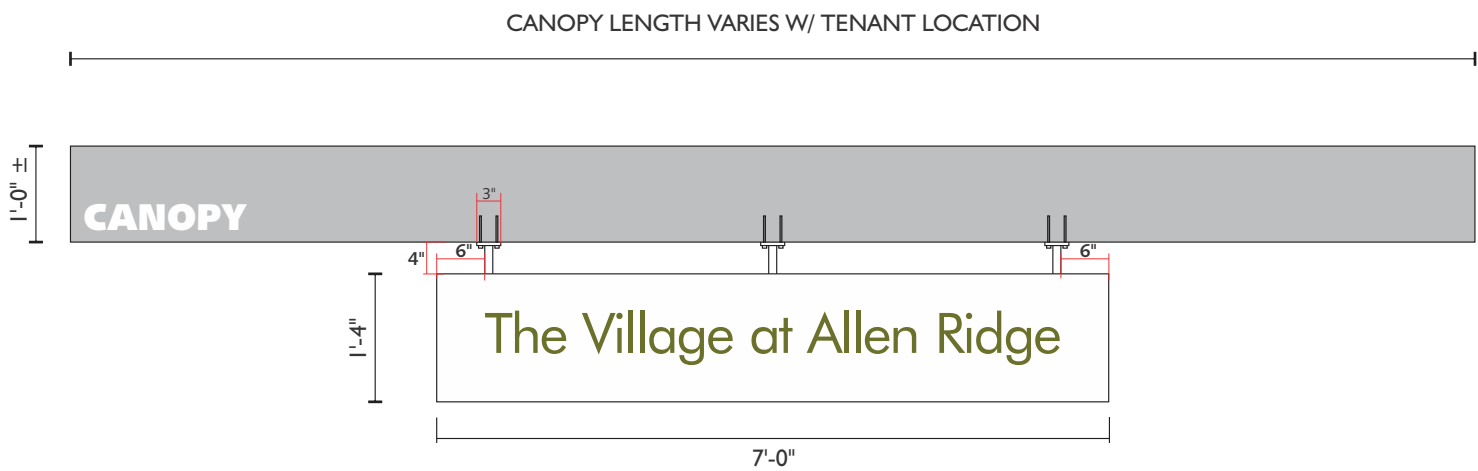
Work Order



The Village at  
Allen Ridge



WALL SECTION 3/16" = 1'



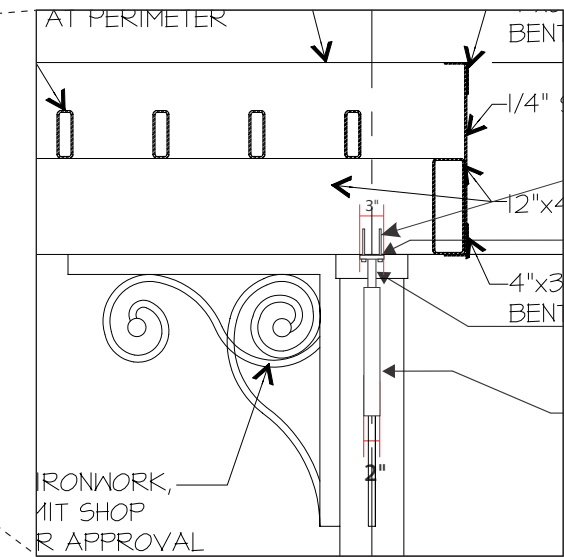
D ALUM. FCO. NON-LIT CANOPY MOUNTED 1/2" = 1'-0" 9.33 SQ. FT.

ALUM. NON-LIT CHANNEL LETTERS, FACES & RETURNS PTD.  
PER TENANTS LAYOUT

(COPY SHOWN FOR VISUAL PURPOSES ONLY)

CANOPY SIZES VARY PER TENANT LOCATION

**NOTE:**  
ALL UNDER CANOPY SIGNS PER TENANT LAYOUT NOT TO EXCEED  
10.00 SQ. FT., ALL FACES TO BE PAINTED ALUMINUM ONLY.



SIDE VIEW NTS

ANY FASTENERS PENETRATING  
AWNING OR CANOPY, NEED  
TO BE SEALED/GASKET TO PRE-  
VENT LEAKING.

ATTACH TO CANOPY W/ NON CORROSIVE HARDWARE  
AS REQUIRED, PTD. PER TENANT LAYOUT.

CENTRAL SIGN ATTACHED TO CANOPY W/1" SQ. PIPE  
& 3" MOUNTING PLATES AS REQUIRED PTD PER TENAT LAYOUT.

CENTRAL SIGN ALUM. PANELS PTD PER TENANT LAYOUT.

Design #	
0612846AR5	
Sheet	14 of 18
Location	
The Village at Allen Ridge	
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UL



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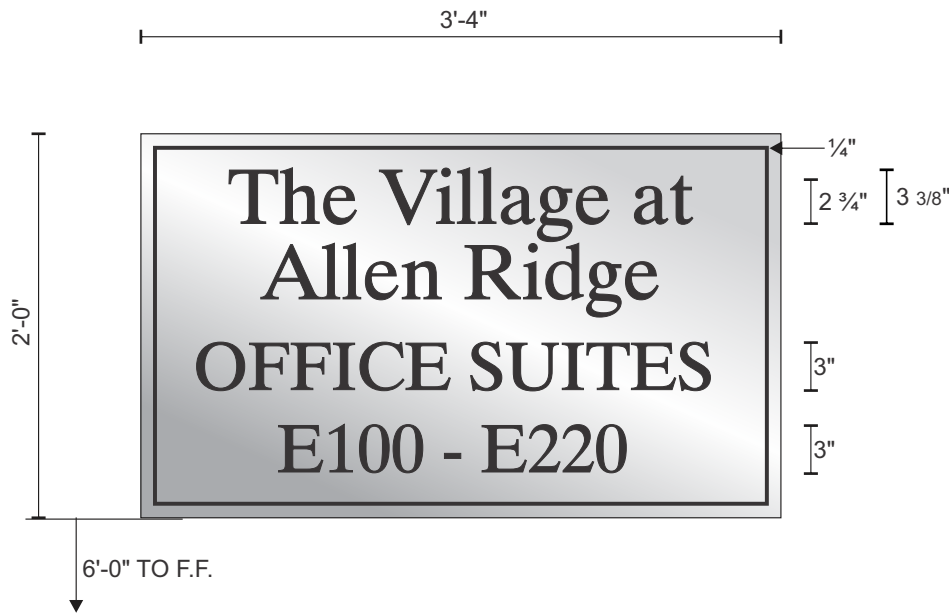
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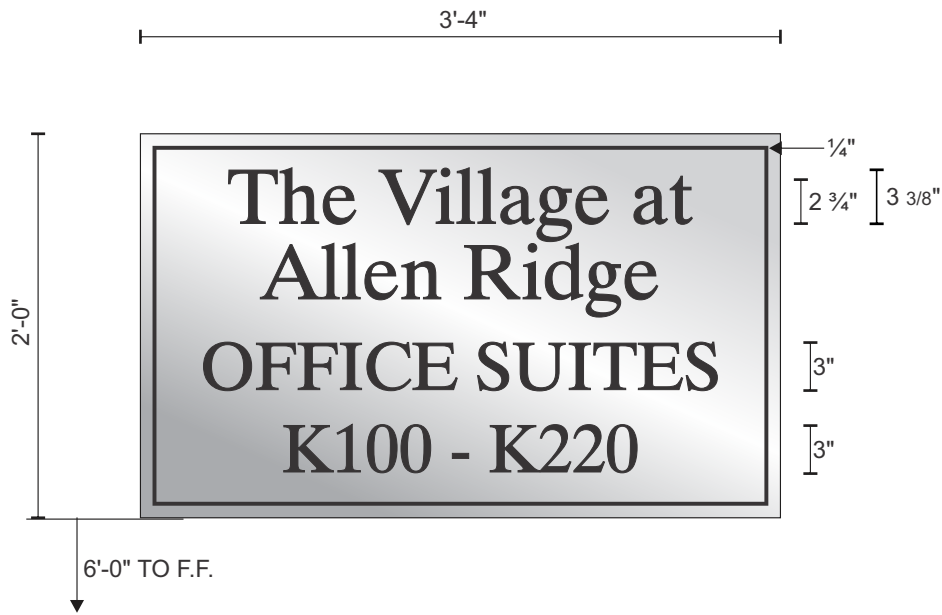
E1-E2

**BRUSHED STAINLESS STEEL PLAQUE NON-ILLUM.**

2 REQUIRED - MANUFACTURE & INSTALL.

1"=1'-0"  
6.6 SQ. FT.

- BRUSHED STAINLESS STEEL PLAQUE
- 1/8" ENGRAVED COPY PTD. BLACK
- ATTACHED TO WALL W/ NON-CORROSIVE HARDWARE & 1" SPACERS PTD TO MATCH WALL.
- SEAL ALL PENETRATIONS WATER TIGHT.
- ALL CORNERS TO BE SANDED SMOOTH.



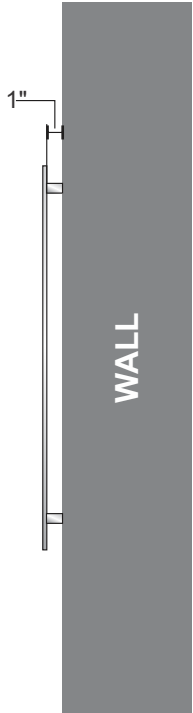
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- ATTACHED TO WALL W/ NON-CORROSIVE HARDWARE & 1" SPACERS PTD TO MATCH WALL.
- SEAL ALL PENETRATIONS WATER TIGHT.
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SURVEY NOTE

CONFIRM ALL COPY PRIOR TO MANUFACTURE



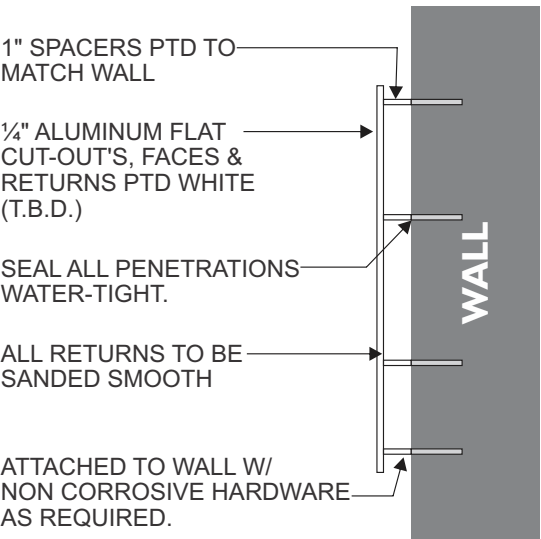
OPTION  
1



**G NON ILLUMINATED FLAT CUT-OUT'S**  
ONE SET REQUIRED - MANUFACTURE & INSTALL  
**1" = 1'-0"**  
SQ. FT. = 3.33

**FIELD SURVEY REQUIRED**

CONFIRM SIGN LOCATION & DIMENSIONS  
OF SIGN AREA PRIOR TO MANUFACTURE.



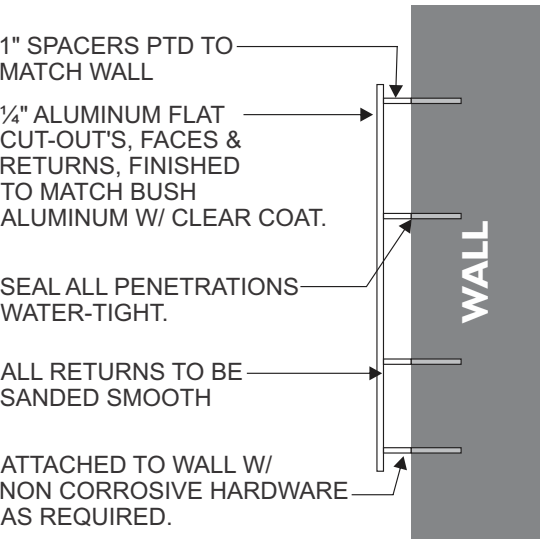
OPTION  
2



**G NON ILLUMINATED FLAT CUT-OUT'S**  
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SQ. FT. = 3.33

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CONNECTION BY  
CUSTOMER

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OPTION

1

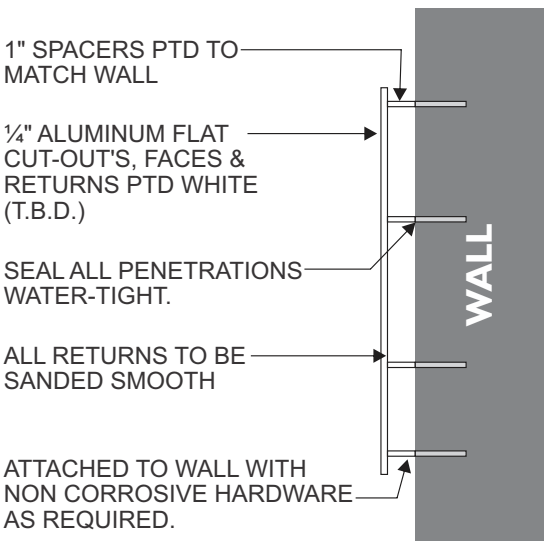


**H1 H2** **NON ILLUMINATED FLAT CUT-OUT'S**  
TWO SETS REQUIRED - MANUFACTURE & INSTALL

**1" = 1'-0"**  
SQ. FT. = 3.33

**FIELD SURVEY REQUIRED**

CONFIRM SIGN LOCATION & DIMENSIONS  
OF SIGN AREA PRIOR TO MANUFACTURE.



OPTION

2

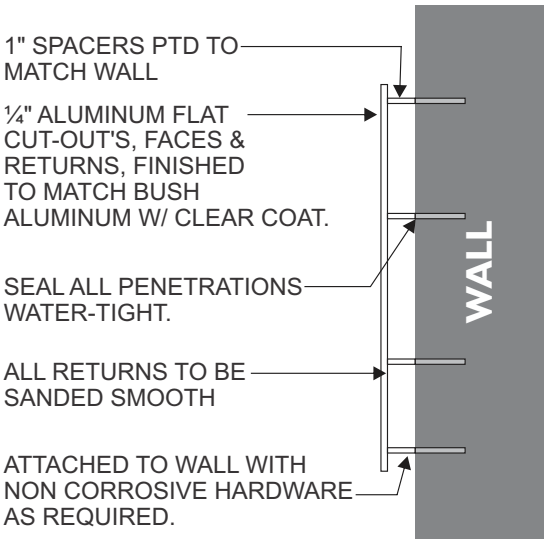


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SQ. FT. = 3.33

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CONFIRM SIGN LOCATION & DIMENSIONS  
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The Village at  
Allen Ridge

Design #															
0612846AR5															
Sheet	17 of 18														
Location															
The Village at Allen Ridge															
Address															
ABILENE, TEXAS															
Acct. Rep.	STAN MACRUM														
Coordinator	NICOLE VANCE														
Designer	P. AGUIAR														
Date	05/20/16														
Approval / Date															
Client															
Sales															
Estimating															
Art															
Landlord															
Engineering															
Revision / Date															
R1(05/27/16)PA: CHANGES TO GUIDELINES															
R2(06/01/16)PA: REVISED TENANT GUIDELINES, ADDING MORE RULES ABOUT FREESTANDING SIGNS AND TENANT LETTER / LOGO SIGN HEIGHTS PER SQUARE FOOTAGE OF LEASED.															
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The Village at Allen Ridge


Design #	
0612846AR5	
Sheet	18 of 18
Location	
The Village at Allen Ridge	
Address	
ABILENE, TEXAS	
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16
Approval / Date	
Client	
Sales	
Estimating	
Art	
Landlord	
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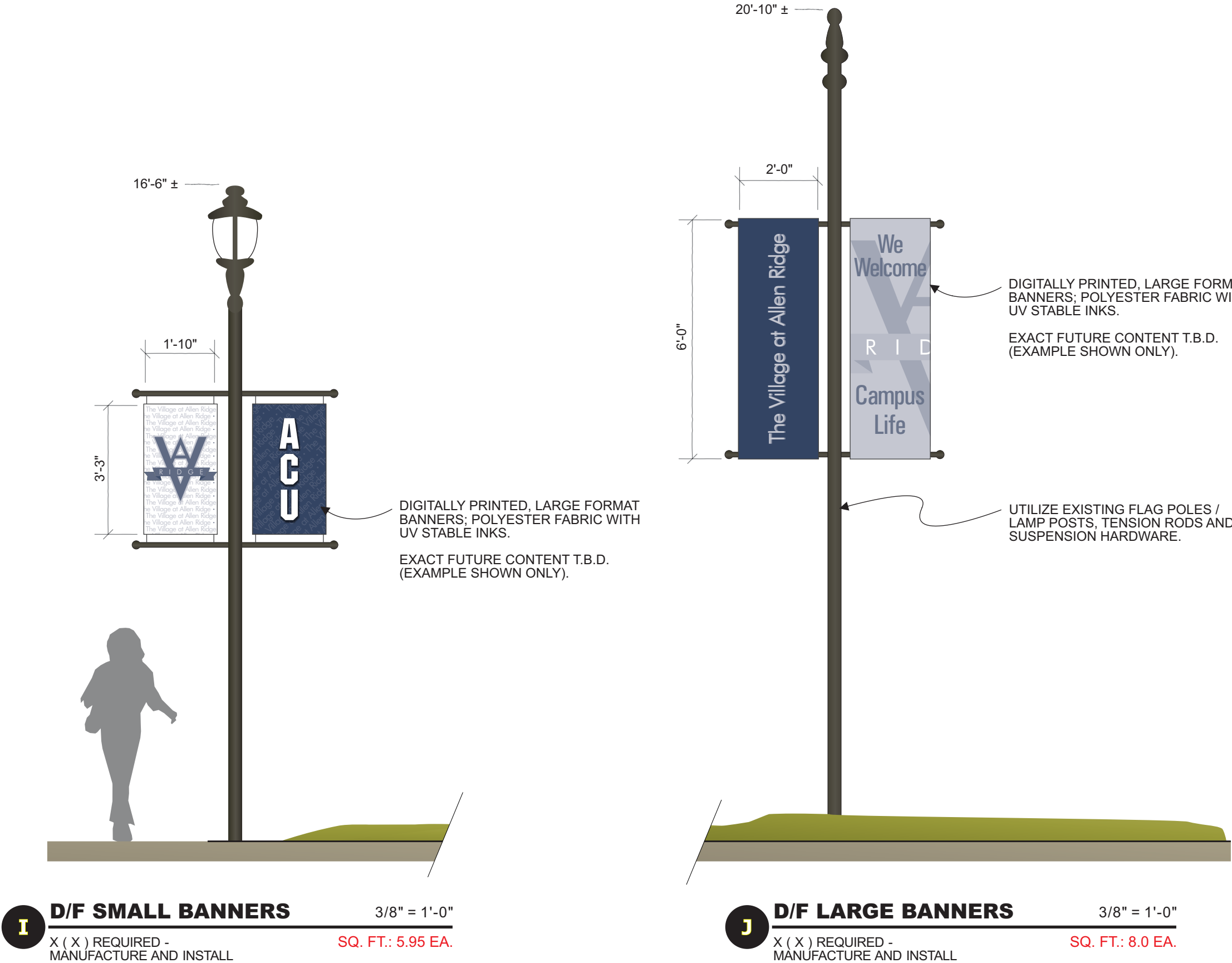
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# Z-2016-34

**Request:** Rezone from CU to PD zoning

**Location:** Northeast and northwest corners of Ambler Ave  
and N. Judge Ely Blvd

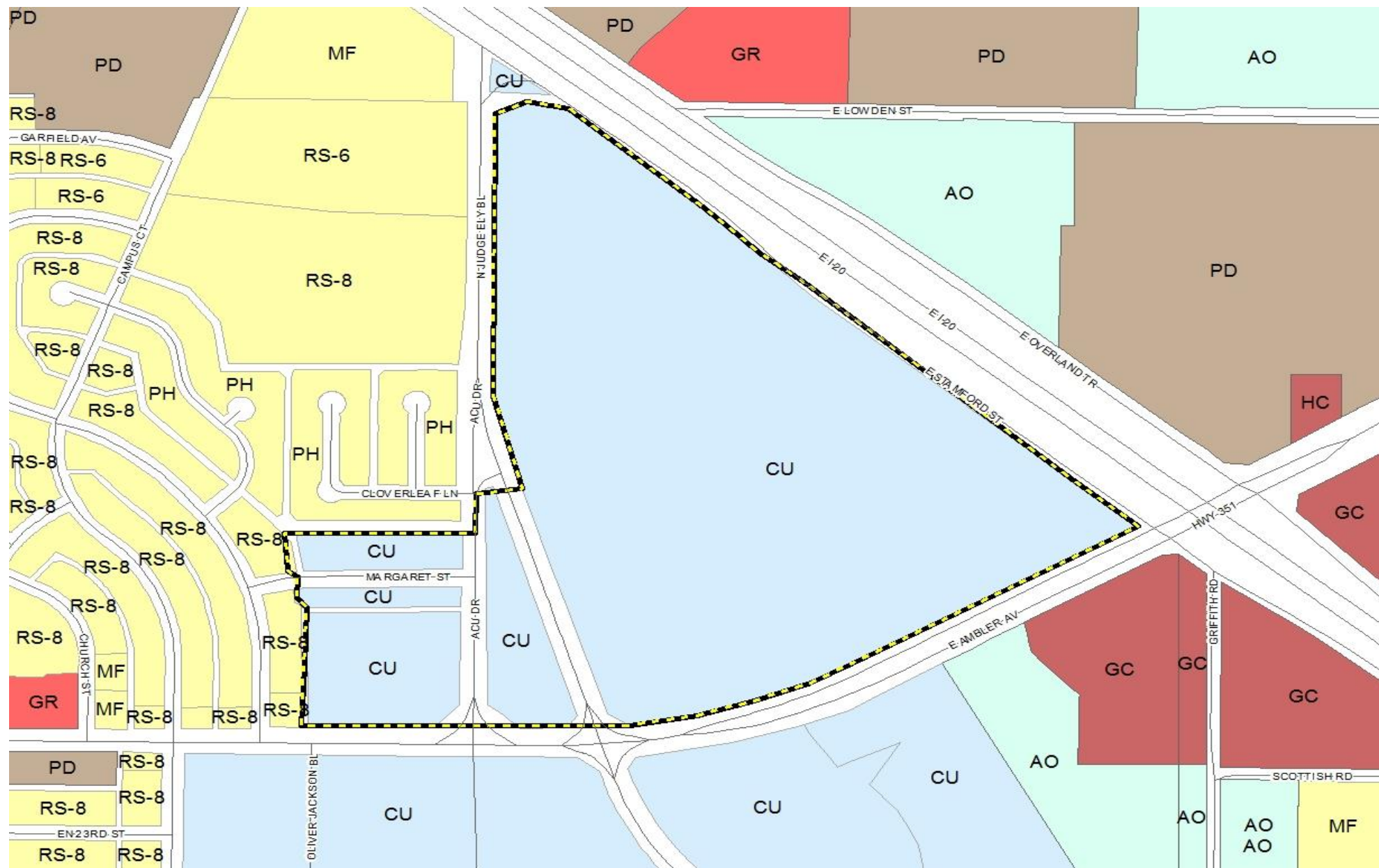
**Notification:** 2 in favor; 0 opposed

**Staff Recommendation:** Approval

**P & Z Commission Recommendation:** Approval



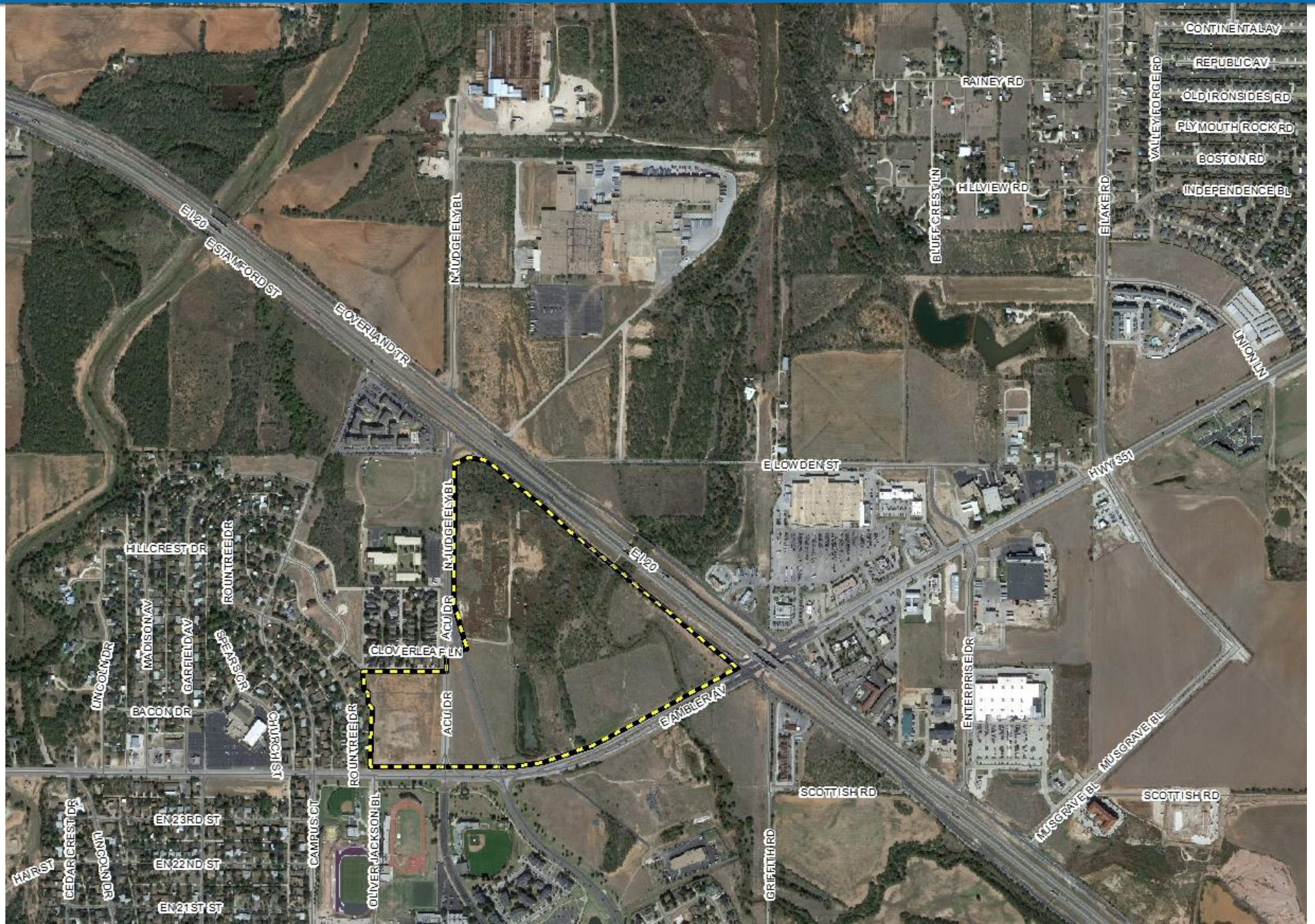














# Concept Plan 1



The Village at Allen Ridge – Concept Plan

BVTD Partners • Abilene, Texas  
01.15020.00



D

June 2, 2016









View looking northeast toward subject property









View of side yard looking north toward subject property









View looking south down N. Judge Ely Blvd.

















View looking east





View looking east





View looking west













View looking north













View looking east along Ambler Ave.





# Permitted Uses in GR Zoning

## RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single Family Detached
- P Hotel/Motel

## ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Day Care Operation – Home Based
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- P Garage Sales
- P Home Occupation
- TP Itinerant Business
- P Manufacturing (incidental)
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recycling Collection Point
- P Subdivision Sales Office (temporary)
- P Swimming Pools, Private (accessory to residential use)
- P Tennis Courts, Private (accessory to residential use)

## CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Cultural Facilities
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Recreation and Commercial Entertainment - Indoor

## GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- C Ambulance Service
- P Fire/Police Station
- P Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

## EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
- P School: Public/Private
- C Trade/Business School
- P University/College

## SERVICE

- P Automobile Wash
- C Funeral Home/ Mortuary/Morgue
- P Kennel (Without Outdoor Pens)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

## TRADE – RETAIL USES

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)
- C Retail Sales/Rental (outdoors, non-vehicle)

## TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Public Utility Facility

## RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well

## LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



# Requested PD Zoning

This Planned Development shall be subject to the requirements of the GR (General Retail) zoning district except as modified below:

- **PERMITTED USES:**

- All the land uses permitted in the GR, and TH (Town Home) districts.

- **DEVELOPMENT REGULATIONS:**

- 0' Setback along Judge Ely Boulevard to accommodate ground floor street-oriented retail.
- 10' Setback along Ambler Avenue.
- 60' Side and Rear Setbacks abutting Residential Single-family Districts to the West of Judge Ely Boulevard to provide additional privacy for the existing adjacent residential uses.
- Height approved to not more than 4 stories (55 feet) on the West side of Judge Ely Boulevard, and 4 stories (55 feet) and 7 stories on the East side of Judge Ely Boulevard
- FAR. 2:1 FAR to accommodate a pedestrian-oriented mixed use district.
- Waiving of Landscape requirements along property lines adjacent to a street where ground floor retail is provided to accommodate street oriented retail.
- Sign standards shall be consistent with the provided Comprehensive Sign Plan.





# Requested PD Zoning

This Planned Development shall be subject to the requirements of the GR (General Retail) zoning district except as modified below:

- **DEVELOPMENT REGULATIONS:**

- Multi-family. All Multi-family per the Residential Multiple-Family (MF) Standards with the following exceptions:
  - 10' front setback to accommodate for a more urban frontage condition.
  - 60' side and rear setbacks abutting Residential Single-family Districts to provide additional privacy for the existing adjacent residential uses.
  - Buildings longer than 200' are permitted with approval of the Planning Director upon recommendation of the Design review committee provided there is adequate relief on the façade.
  - 30 units permitted per acre.
- Residential Townhome (TH) District with the following exceptions:
  - 25' x 75'; 1875 s.f. minimum lot size to accommodate for a smaller, more urban townhome product.
  - 10' Front Setback to accommodate a more urban frontage.
  - 5' Rear Setback along an alley to accommodate a more urban alley condition.
  - On-street parking shall comply with the City of Abilene parking regulations and the Master Thoroughfare Plan.





# Concept Plan-Proposed Heights



The Village at Allen Ridge

Looney Ricks Kiss

BVTD Partners • Abilene, Texas • 01.15020.00

Height Limits

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# Concept Plan

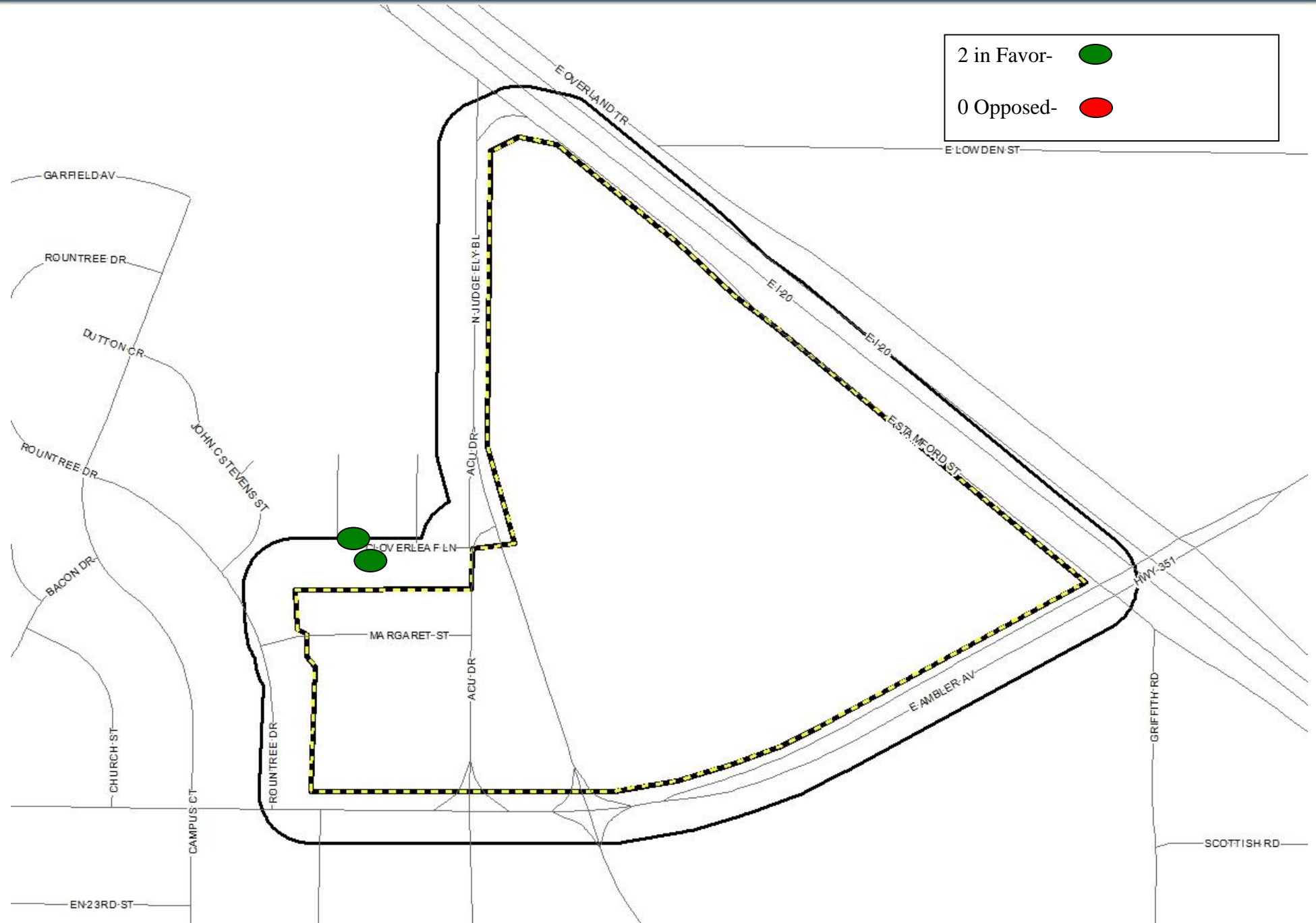




# Concept Plan











**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO: Robert Hanna, City Manager**

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

**SUBJECT: Ordinance: (First Reading) Z-2016-35 a request from Mark Huffington, agent Jacob & Martin Ltd. and City of Abilene, to amend PD-32 (Planned Development) specifically by allowing uses permitted in NR (Neighborhood Retail) as well as in O (Office) districts on all properties bordering west and north sides of Hospital Drive.; and setting a public hearing for September 8th 2016. *(Schoening)***

---

**GENERAL INFORMATION**

The owner of two lots at 9 and 10 Hospital Drive is seeking to change the Planned Development District (PD 32) which governs all lots in Humana West Addition, specifically to allow “personal services” on his particular two lots. The personal services category of use includes hair styling and nail salons (but not tattoo parlors) as well as massage therapy, tailoring and portrait studios. The Neighborhood Retail (NR) zoning classification is the least intensive commercial zoning which routinely allows such personal services.

City staff has thereby expanded the proponent’s specific request, to consider allowing all activities permitted within Neighborhood Retail Districts, not only just personal services. The area of this zone change case has also been expanded to include not just the proponent’s particular two lots, but all lots (in Humana West Addition) that are subject to the same limitations of Office zoning. This includes all twenty properties encompassed by this zone change request, bordering either the west or north side of Hospital Drive.

Use and development of the subject 20 properties is presently limited by regulations applicable to the Office (O) zoning classification. The proposed amendment will, if approved, make the use and development of these same 20 properties subject to regulations applicable in Neighborhood Retail (NR) zoning districts. The same types of business, professional and administrative offices allowed in O Districts and also allowed in NR Districts, including medical and dental clinics. NR zoning also routinely allows a limited range of retail trade and services including restaurants as well as general retail sales and personal services. Taverns and night clubs are not allowed in NR Districts. In fact, no business activity is permissible between the hours of 11:00 p.m. and 6:00 a.m., in Neighborhood Retail Districts. The size of any one building is also limited to 15,000 square feet. The two-story or 30-foot limit on the height of building construction is planned to remain applicable to all twenty properties directly affected by requested amendments to PD 32.

The subject twenty properties lie within the sphere of a major commercial node centered on the intersection of Antilley Road (a major arterial) and U.S. Highways 83-84 (a freeway). This commercial node or “special activity center” is shown on the Future Land Use component of Abilene’s Comprehensive Plan. Abilene Regional Medical Center lies at the focus of this node. The subject twenty properties are, however, within a transitional area at the western fringe of that commercial node. Nearby homes in Fairway Oaks neighborhood



lie less than 500 feet to the west.

As its name implies, Neighborhood Retail (NR) zoning is intended for relative close compatibility with nearby homes, by virtue of the uses allowed as well as limitations on building size and hours of operation. Neighborhood Retail zoning on the subject twenty properties thereby seems appropriate within this transitional environment separating intensive commercial use (to the east) and single-family home sites (to the west).

### **SPECIAL CONSIDERATIONS**

### **FUNDING/FISCAL IMPACT**

### **STAFF RECOMMENDATION**

Staff recommends approval of this request.

### **BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommends approval to amend PD-32, encompassing subject properties (2100 Antilley Road and Lots 2 thru 20 Hospital Drive) by a vote of four (4) in favor (McClarty, Bixby, Dunnahoo and Smith), one (1) opposed (Rosenbaum), and one (1) abstention (Calk).

### **ATTACHMENTS:**

Description	Type
❑ Ordinance Cover	Exhibit
❑ Ordinance Exhibit	Exhibit
❑ Staff Report	Exhibit
❑ Property Owner Responses	Exhibit
❑ PowerPoint	Presentation



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 25<sup>th</sup> day of August, 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 15<sup>th</sup> day of July, 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 8<sup>th</sup> day of September, 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 8<sup>th</sup> day of September, A.D. 2016.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY



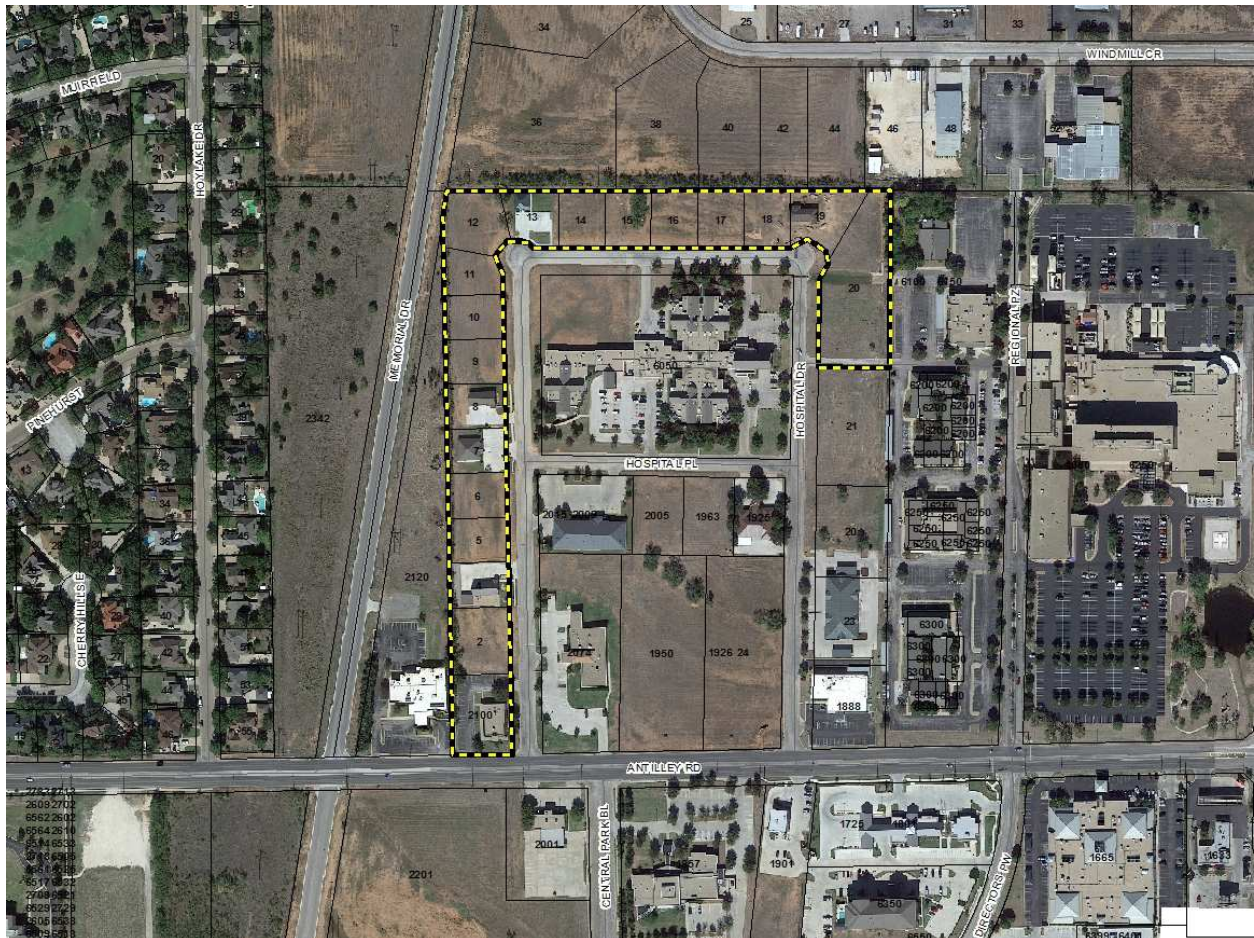
ORDINANCE NO. \_\_\_\_\_

EXHIBIT "A"

Amend the Planned Development District (PD 32) encompassing these properties, specifically by making the underlying zoning classification a Neighborhood Retail (NR) District instead of an Office (O) District.

Legal description:

HUMANA WEST ADDN, LOT 101, LOT 102, LOT 4-LOT 18, LOT 119, LOT 20 & S PT LOT 19



2100 Antilley Road as well as properties at 2 thru 20 Hospital Drive in south Abilene, all of which are located within 1400 feet west from Abilene Regional Medical Center



2<sup>nd</sup> amendment to Ordinance No. 49-1985

Amend Ordinance #49-1985, Part 7, Paragraph A, subparagraph 1

DELETE: all of subparagraph 1 in Paragraph A of Part 7

ADD: new subparagraph 1 in Paragraph A of Part 7, to read as follows:

1. Lots 1 – 20. Except as otherwise specified below, use and development of land shall be subject to regulations applicable to the Neighborhood Retail (NR) zoning classification.
  - a. Buildings shall be limited to two stories or 30 feet, whichever is greater, excluding architectural exceptions as generally allowed by Zoning Regulations.
  - b. Buildings shall be set back a minimum of 30 feet from right-of-way for the bounding arterial street (Antilley Road) and a minimum a 20 feet from other street rights-of-way

-END-



# ZONING CASE Z-2016-35

## STAFF REPORT



### APPLICANT INFORMATION:

Mark Huffington (agent, Jacob & Martin Ltd.)  
and the City of Abilene

### HEARING DATES:

P & Z Commission: August 1, 2016  
City Council 1<sup>st</sup> Reading: August 25, 2016  
City Council 2<sup>nd</sup> Reading: September 8, 2016

### LOCATION:

2100 Antilley Road as well as properties at  
2 thru 20 Hospital Drive in south Abilene,  
all of which are located within 1400 feet  
west from Abilene Regional Medical Center



### REQUESTED ACTION:

Amend the Planned Development District  
(PD 32) encompassing these properties, specifically by making the underlying zoning  
classification a Neighborhood Retail (NR) District instead of an Office (O) District.

### SITE CHARACTERISTICS:

The subject property encompasses twenty (20) separate parcels of land, six (6) of which are occupied  
by single-story office buildings, in compliance with the present zoning classification of this property.

### ZONING HISTORY:

The subject property was annexed to the City limits of Abilene in 1978, after which it was  
immediately zoned Agricultural Open Space (AO). This property remained in an AO District until  
May of 1983, when it was embraced within its present Planned Development (PD 32) zoning  
designation which encompasses all lots in the Humana West Addition. Humana West Addition  
lies entirely 270 – 1400 feet west from the site of Abilene Regional Medical Center.

Each Planned Development (PD) District is a custom-made zoning classification, tailored to meet  
the demands of particular proposed uses and their specific environmental setting.

The Planned Development District (PD 32) which encompasses these subject twenty parcels of  
land limits each of them to uses ordinarily allowed in Office (O) zoning districts, with a two-story  
or 30-foot limit on building height. Office zoning districts ordinarily allow only business,  
professional and administrative offices. This includes medical and dental clinics not typified by  
24-hour operation or by overnight patient stay.

### BACKGROUND:

The owner of two lots at 9 and 10 Hospital Drive is seeking to change the Planned Development  
District (PD 32) which governs all lots in Humana West Addition, specifically to allow “personal  
services” on his particular two lots. The personal services category of use includes hair styling and  
nail salons (but not tattoo parlors) as well as massage therapy, tailoring and portrait studios. The

Case # Z-2016-35

Updated: August 1, 2016



Neighborhood Retail (NR) zoning classification is the least intensive commercial zoning which routinely allows such personal services.

City staff has thereby expanded the proponent's specific request, to consider allowing all activities permitted within Neighborhood Retail Districts, not only just personal services. The area of this zone change case has also been expanded to include not just the proponent's particular two lots, but all lots (in Humana West Addition) that are subject to the same limitations of Office zoning. This includes all twenty properties encompassed by this zone change request, bordering either the west or north side of Hospital Drive.

### **ANALYSIS:**

Use and development of the subject 20 properties is presently limited by regulations applicable to the Office (O) zoning classification. The proposed amendment will, if approved, make the use and development of these same 20 properties subject to regulations applicable in Neighborhood Retail (NR) zoning districts. The same types of business, professional and administrative offices allowed in O Districts and also allowed in NR Districts, including medical and dental clinics. NR zoning also routinely allows a limited range of retail trade and services including restaurants as well as general retail sales and personal services. Taverns and night clubs are not allowed in NR Districts. In fact, no business activity is permissible between the hours of 11:00 p.m. and 6:00 a.m., in Neighborhood Retail Districts. The size of any one building is also limited to 15,000 square feet. The two-story or 30-foot limit on the height of building construction is planned to remain applicable to all twenty properties directly affected by requested amendments to PD 32.

The subject twenty properties lie within the sphere of a major commercial node centered on the intersection of Antilley Road (a major arterial) and U.S. Highways 83-84 (a freeway). This commercial node or "special activity center" is shown on the Future Land Use component of Abilene's Comprehensive Plan. Abilene Regional Medical Center lies at the focus of this node. The subject twenty properties are, however, within a transitional area at the western fringe of that commercial node. Nearby homes in Fairway Oaks neighborhood lie less than 500 feet to the west.

As its name implies, Neighborhood Retail (NR) zoning is intended for relative close compatibility with nearby homes, by virtue of the uses allowed as well as limitations on building size and hours of operation. Neighborhood Retail zoning on the subject twenty properties thereby seems appropriate within this transitional environment separating intensive commercial use (to the east) and single-family home sites (to the west).

### **PLANNING STAFF RECOMMENDATION:**

Staff recommends approving proposed amendments to PD 32, as described in this report.

### **PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission considered this request at its meeting on August 1 of 2016. Members voted to recommend approving this request (as described in this report) by a vote of 4 in favor and 1 in opposition, with 1 abstention. Commissioners McClarty, Bixby, Dunnahoo and Tim Smith voted in favor. Commissioner Rosenbaum voted in opposition, and Commissioner Calk abstained from voting.

### **NOTIFICATION:**

Owners of forty-one properties were formally notified of proposed amendments to provisions of PD 32, as described in this report.



These 41 properties include all twenty parcels of land within the area of the proposed amendment, as well as twenty-one additional properties within 200 feet thereof.

As of August 3, 2016, written comments were received from owners of four (4) properties inside the subject area of this request. One (1) such written comment is in favor of the proposed amendment, and three (3) written comments opposed the proposed amendment. No (0) written comments have so far been received from owners of property within 200 feet of this request.

0 in Favor- **Y**  
 0 Opposed- **N**













## Rainbow, Zack

---

**From:** Maggie Shringer <abileneallergyasthma@gmail.com>  
**Sent:** Sunday, July 31, 2016 11:32 PM  
**To:** Reports, Planning  
**Subject:** Rezoning Application Number Z-2016-35

**RECEIVED**  
**AUG 02 2016**  
**PLANNING**

I am opposed to the rezoning of the parcel of land that is PD-32 adjoining the property that I own on Antilley Road.

In 1986, when I looked at the property at the corner of Antilley Rd. and Hospital Dr., I felt strongly this would be an ideal location to build a practice in the medical office district that was set up exclusively for that purpose. Furthermore, it was my understanding that this area would remain as an "Medical office district", based on my personal discussion with Leroy George, the then Director of Planning & Zoning. On the basis of this belief, I purchased the property to build my clinic, my practice, and my future.

If you rezone this area for retail trade and services, who knows the type of businesses it will potentially bring in!

My concerns are listed below:

1) The hours of operation of the current medical related office buildings in the area are primarily from 8 AM to 5 PM. Having said that, I cannot predict the hours of operation of the new potential retail trades/stores. Will they be open late in the evening or night soliciting customer traffic? If this will be the case, I am concerned about the security of my office.

2) My office located at the corner of Antilley and Hospital Dr. has two egress ingress driveways, one from Antilley Rd and the other from Hospital Dr. This physical configuration, I am afraid, could encourage patrons of new retail businesses to cut across the parking lot of my clinic. Such unintended traffic pattern not only endangers the safety of my employees but also of the patient population, especially when adults and children are walking through the parking lot to get to my office building. It is simply unthinkable if some mishap were to happen either to my patients or to my employees caused by drivers cutting across the parking lot.

My argument, however, may sound hypothetical, since the probability of such occurrence depends upon the nature of the future retail business adjoining my property (i.e. an office type business versus a coffee shop, ice cream parlor, pizzeria, and so forth).

I want to go on the record that I oppose the Rezoning Application Z-2016-35.



I sincerely hope the P & Z Commission charged with safety and welfare of the community makes the right decision to alleviate the concerns of businesses like mine.

Thank you,

A P (Maggie) Shringeri M D



**For the PLANNING & ZONING COMMISSION**

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

**CASE #: Z-2018-35**

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: MCCAIN STEFANIE B MD PA

Address: 19 HOSPITAL DR

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

Fax #: (325) 676-6288

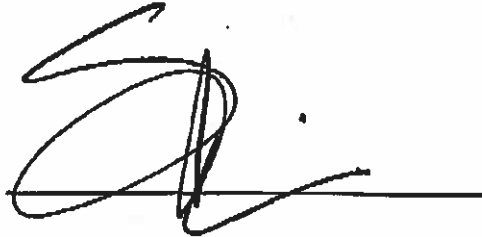
email: [planning@abilenetx.com](mailto:planning@abilenetx.com)

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'Stefanie McCain', written over a horizontal line.





CITY OF  
ABILENE

WILLIS THOMAS LEE  
8 HOSPITAL DR  
ABILENE, TX 79606-5023

### NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2016-35

7/21/2016

The Planning and Zoning Commission will hold a public hearing on **Monday, August 1, 2016**, at **1:30 PM**, in the City Council Chambers, 2nd Floor, City Hall, N. 5<sup>th</sup> and Walnut Streets, for the purpose of considering a request from Mark Huffington (agent, Jacob & Martin Ltd.) to amend the Planned Development District (PD 32) encompassing properties at 2100 Antilley Road as well as 2 thru 20 Hospital Drive, specifically by allowing uses permitted in Neighborhood Retail (NR) zoning as well as Office (O) zoning, on all twenty affected properties.

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

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2<sup>nd</sup> and Final Reading with a public hearing on **September 8, 2016**, at 8:30 a.m. in Council Chambers on the second floor of City Hall, 555 Walnut Street.

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#### For the PLANNING & ZONING COMMISSION

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

#### CASE #: Z-2016-35

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: WILLIS THOMAS LEE

Address: 8 HOSPITAL DR

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

Fax #: (325) 676-6288  
email: [planning@abilenetx.com](mailto:planning@abilenetx.com)

I am in favor ☐

I am opposed ☒

Additional Comments:

I HAVE BUILT 2 OFFICES IN THIS AREA, BECAUSE IT IS ZONE OFFICE TO CHANGE THE ZONING I FEEL WOULD HURT MY INVESTMENTS. THIS AREA IS FOR PROFESSIONAL SERVICES. I DID NOT RECEIVE A MAILED NOTICE, I HAD TO GO TO CITY HALL TO GET THE NOTICES. I WOULD ATTEND THE MEETING, BUT HAVE OBLIGATIONS.

Signature: 





4 WILLIS THOMAS LEE

8 HOSPITAL DR

ABILENE, TX 79606-5023

### NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2016-35

7/21/2016

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---

#### For the PLANNING & ZONING COMMISSION

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Name: WILLIS THOMAS LEE

Address: 8 HOSPITAL DR

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

Fax #: (325) 676-6288  
email: [planning@abilenetx.com](mailto:planning@abilenetx.com)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: 



# Z-2016-35

**Request:** Amend a portion of Planned Development District (PD 32); changing the underlying zoning classification from Office (O) District to Neighborhood Retail (NR) District

**Location:** 2100 Antilley Road as well as properties at 2 thru 20 Hospital Drive in south Abilene

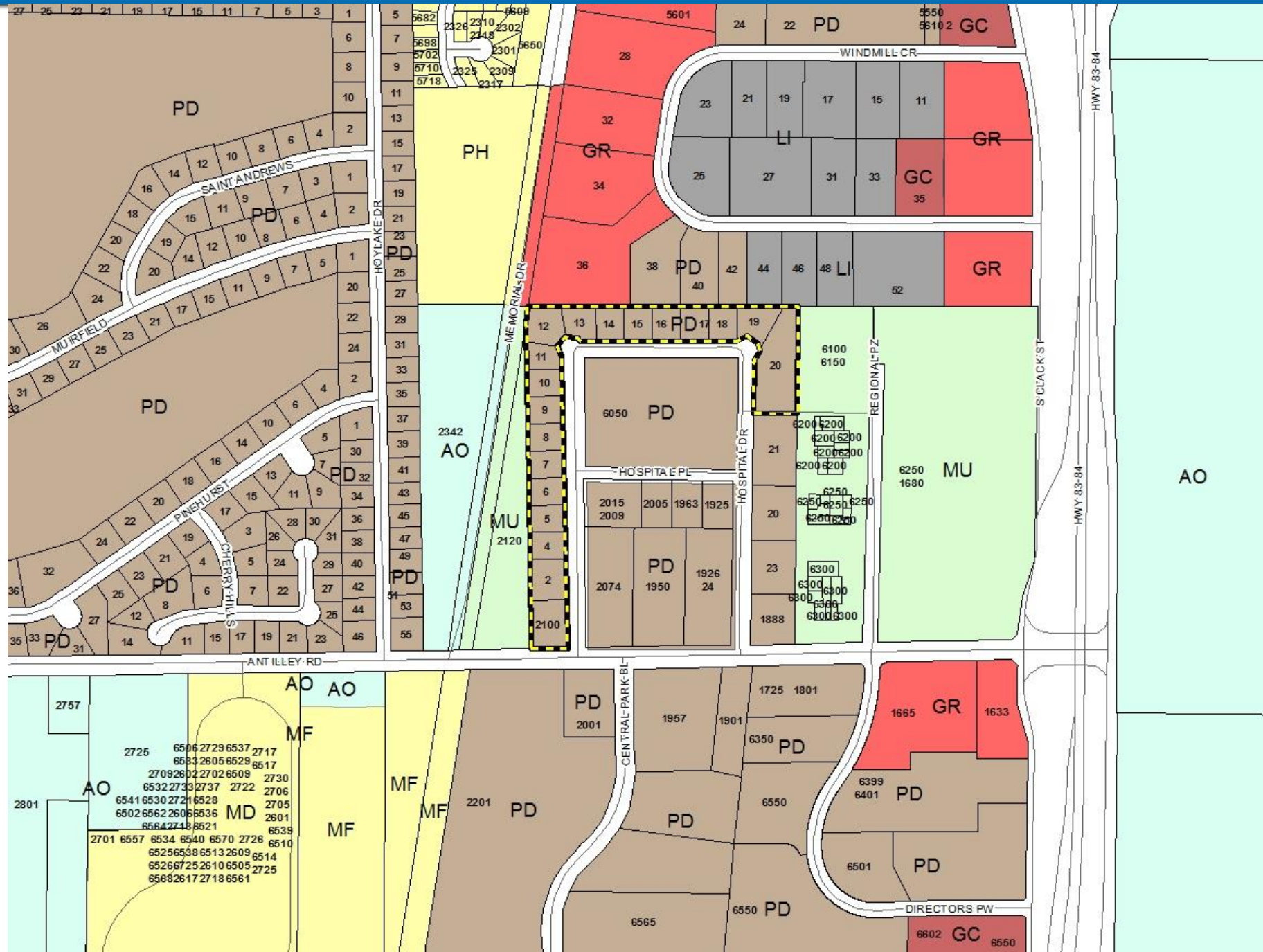
**Notification:** 1 in favor; 3 opposed

**Staff Recommendation:** Approval

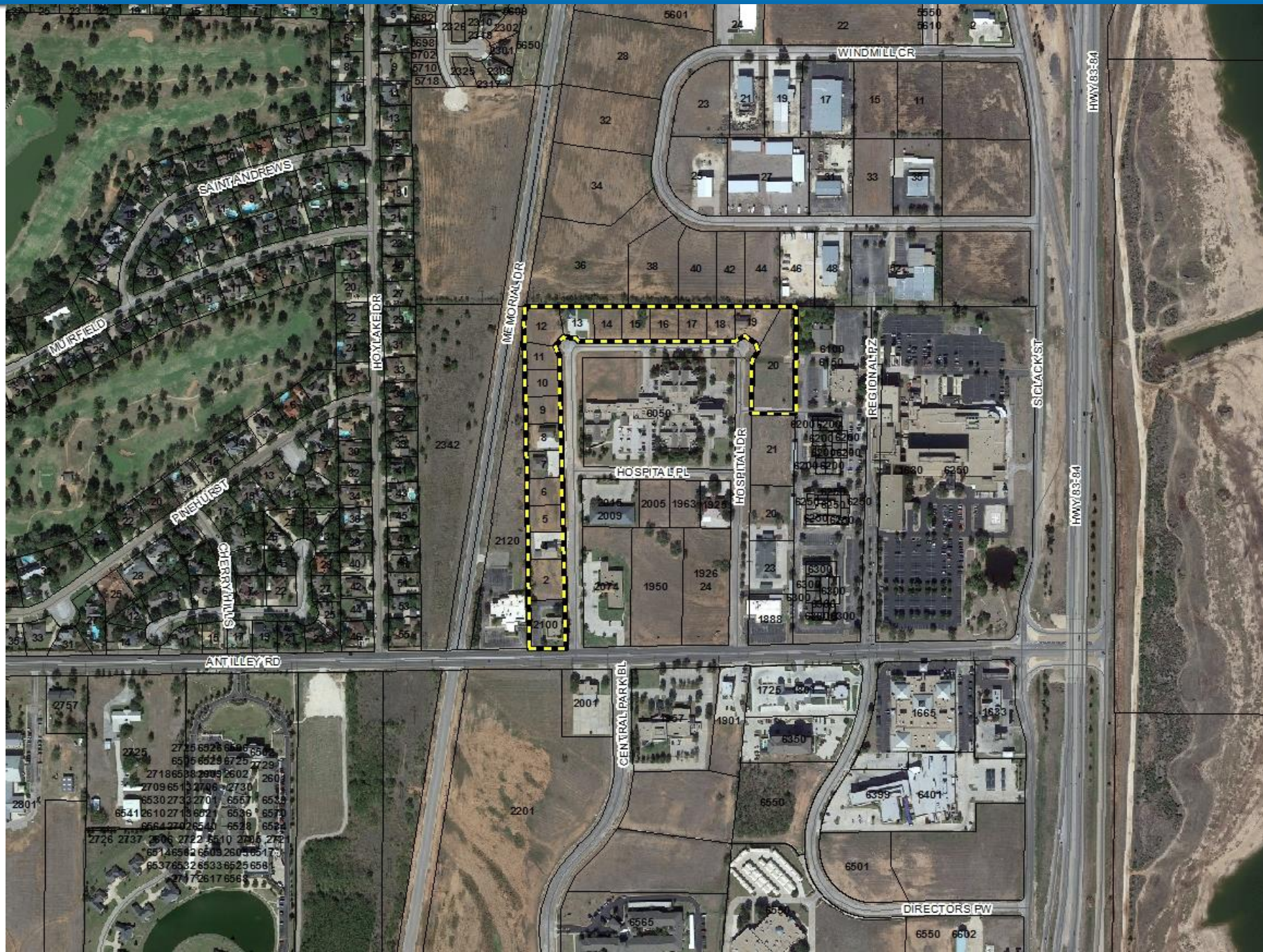
**P & Z Recommendation:** Approval



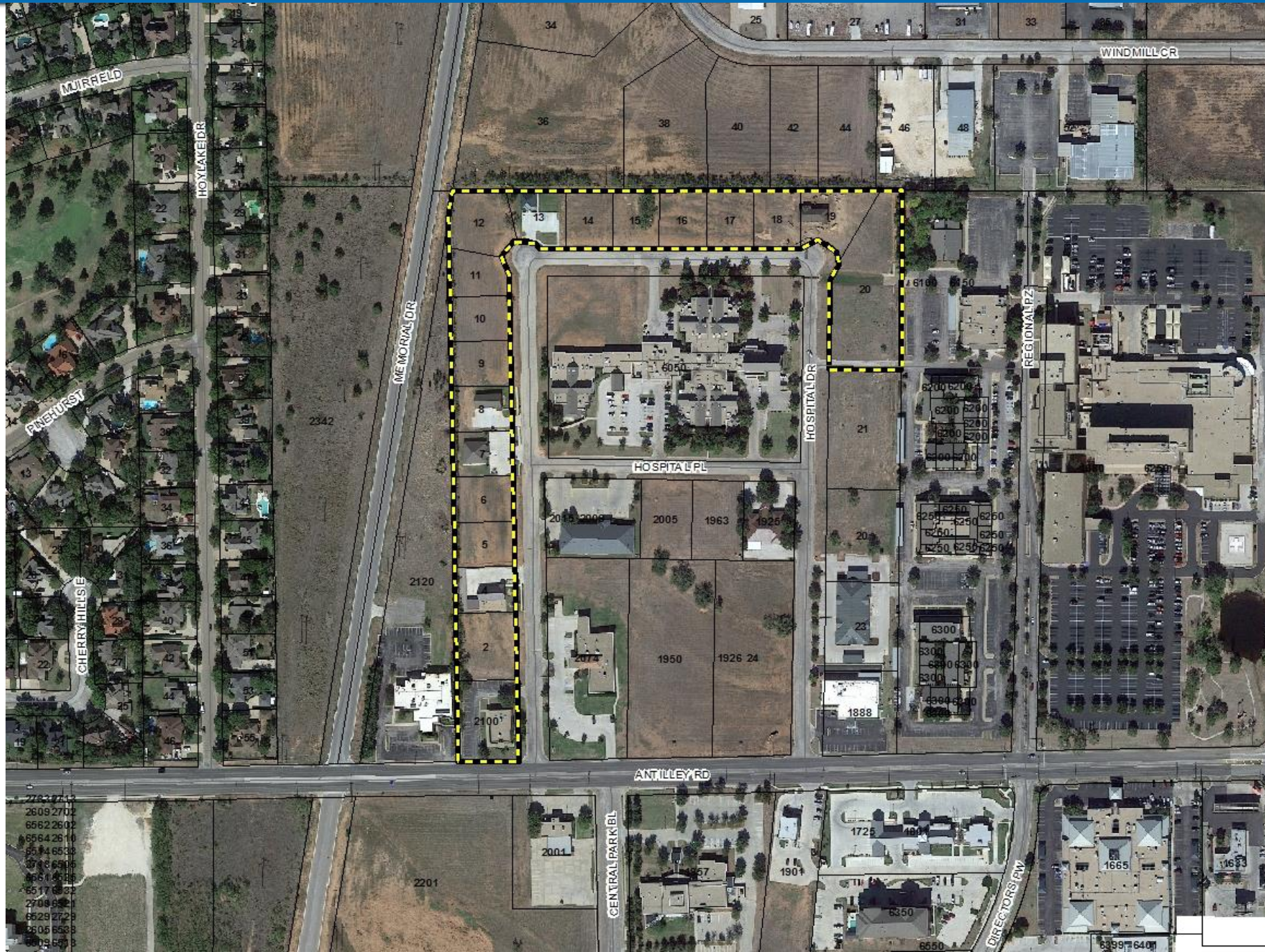














view looking west, with subject property to right





view to south of subject property





view looking east toward subject property





view at northwest corner of subject property





view looking west toward subject property









view looking south, with subject property to right





view of subject property, looking northwest









looking north from Antilley Road, with subject property to west





# Permitted Uses in O Zoning

## RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached

## ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- P Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

## CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- C Cultural Facilities
- P Recreation – Outdoors (passive)

## GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- C Medical/Dental Laboratory
- P Post Office

## EDUCATIONAL AND RELIGIOUS USES:

- C Arts School
- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

## SERVICE

- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing

## TRADE – RETAIL USES

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Restaurant, Fast Food
- P/C Restaurant, Standard

## TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Automobile Parking Lot or Structure - Commercial
- C Broadcast Studio
- P Public Utility Facility

## RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

## LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





# Permitted Uses in NR Zoning

## RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single Family Detached
- C Hotel/Motel

## ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Day Care Operation – Home Based
- C Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Fuel Sales
- P Garage Sales
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- C Recycling Collection Point
- P Subdivision Sales Office (temporary)
- P Swimming Pools, Private (accessory to residential use)
- P Tennis Courts, Private (accessory to residential use)

## CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- C Cultural Facilities
- P Recreation – Outdoors (passive)
- C Recreation and Commercial Entertainment - Indoor

## GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- C Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

## EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P School: Public/Private

## SERVICE

- C Automobile Wash
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

## TRADE – RETAIL USES

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- C Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- C Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)

## TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Broadcast Studio
- P Public Utility Facility

## RESOURCE PRODUCTION AND EXTRACTION USES:



- P Petroleum or Gas Well

## LEGEND

- |    |  |                               |
|----|--|-------------------------------|
| P  | Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 | of the Land Development Code) |
| C  | Permitted as a Conditional Use Permit, Requiring Approval by City Council                                |                               |
| TP | Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment                            |                               |





1 in Favor- 2 Opposed- 





**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO: Robert Hanna, City Manager**

**FROM: Dana L. Schoening, Director of Planning & Development Services**

**Ordinance: (First Reading) Z-2016-36 A request from PAK Harris Ltd, agent Kevin Phillips, to rezone property from HC (Heavy Commercial), LI (Light Industrial), & HI (Heavy Industrial) to PD (Planned Development) district, located on the north side of the**  
**SUBJECT: 900-1500 blks. of Ben Richey Drive, the south side of the 1100-1400 blks. of Petroleum Drive, and 4485 S. Treadaway Blvd.; and setting a public hearing for September 8th 2016. *(Schoening)***

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**GENERAL INFORMATION**

Of special note, this rezoning item was publically notified as a request to rezone property from HC (Heavy Commercial), LI (Light Industrial), & HI (Heavy Industrial) to PD (Planned Development) district allowing all uses ordinarily permitted in HC, LI, & HI districts plus a few other uses, located on the north side of the 900-1500 blks. of Ben Richey Drive, the south side of the 1100-1400 blks. of Petroleum Drive, and 4485 S. Treadaway Blvd. After notification, and as discussed with the applicant and agreed, the request before the P & Z Commission was rezoning subject properties in the 900- 1200 blocks (north side) of Ben Richey Drive, and in the 1300-1400 blocks (south side) of Petroleum Drive, from a (LI) Light Industrial District to a (HC) Heavy Commercial District; to rezone subject properties in the 1100-1200 blocks (south side) of Petroleum Drive from (HI) Heavy Industrial District to a (HC) Heavy Commercial District; and to rezone certain properties at 4353 and 4465 South Treadaway Boulevard (and at 1502 Ben Richey Drive) from a (HC) Heavy Commercial to (GC) General Commercial District.

Since 1989, Willow Creek Golf Course has occupied land in LI and HI zoning districts. This includes their clubhouse at 1166 Ben Richey (formerly Executive) Drive.

However, with adoption of new zoning regulations in 2010, active outdoor recreational activities such as golf courses are no longer allowed in LI and HI zoning districts. Willow Creek Golf Course is thereby a legally nonconforming use on land now zoned LI and HI. Golf courses and other active outdoor recreational uses are allowed in Heavy Commercial (HC) zoning districts. Changing the classification of Willow Creek's LI and HI zoning to HC zoning will thereby make that existing golf course a conforming use (with respect to zoning regulations) and allow additional building improvements on that land. The owners/operators of Willow Creek Golf Course do have plans to build a restaurant facility which is also allowed in HC zoning but not in LI or HI zoning.

Plans for future use and development of the remaining three parcels are more consistent with GC zoning than with their present HC zoning classification. For example, planned "personal services" are allowed in GC but not HC zoning districts. Proponents are thereby seeking to change the zoning classification of these three



parcels – 4353 South Treadaway Blvd., 4465 Treadaway Blvd. and 1502 Ben Richey Drive – from an HC to a GC District.

GC zoning of the three specific parcels identified above would be consistent with emerging trends toward office, retail and entertainment activity in the 4300-4400 blocks (east side) of South Treadaway Boulevard between Petroleum and Ben Richey Drives. This includes lots located directly north and south of Willow Creek’s crossing beneath South Treadaway Boulevard. Proposed GC zoning is more consistent with this emerging trend there, in comparison with those properties’ present HC zoning.

Eleven other parcels are proposed to be changed to an HC zoning classification, from their present LI and HI zoning. These eleven parcels are wedged between properties remaining in LI and HI Districts, north of Petroleum Drive and south of Ben Richey Drive. However, few of these LI- and HI-zoned properties are actually improved or used for industrial use. Development of these properties has, in fact, been more consistent with Heavy Commercial zoning than with LI or HI zoning. Proposed HC zoning of these eleven parcels will not only allow Willow Creek Golf Course to become a conforming use, but such HC zoning will also be consistent with existing use and development of land located north and south.

The Future Land Use component of Abilene’s Comprehensive Plan identifies this entire vicinity to be a “Business/Industrial” area.

## **SPECIAL CONSIDERATIONS**

## **FUNDING/FISCAL IMPACT**

## **STAFF RECOMMENDATION**

Staff recommends approving proposed changes to HC and GC zoning, as described earlier in this report.

## **BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommends approval of rezoning subject properties in the 900- 1200 blocks (north side) of Ben Richey Drive, and in the 1300-1400 blocks (south side) of Petroleum Drive, from a (LI) Light Industrial District to a (HC) Heavy Commercial District; to rezone subject properties in the 1100-1200 blocks (south side) of Petroleum Drive from (HI) Heavy Industrial District to a (HC) Heavy Commercial District; and to rezone certain properties at 4353 and 4465 South Treadaway Boulevard (and at 1502 Ben Richey Drive) from a (HC) Heavy Commercial to (GC) General Commercial District.

## **ATTACHMENTS:**

Description	Type
❑ Ordinance Cover	Exhibit
❑ Ordinance Exhibit	Exhibit
❑ Staff Report	Exhibit







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 25<sup>th</sup> day of August, 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 15<sup>th</sup> day of July, 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 8<sup>th</sup> day of September, 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 8<sup>th</sup> day of September, A.D. 2016.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY



## EXHIBIT "A"

Eleven (11) of thirteen (13) parcels presently occupied by Willow Creek Golf Course are now located within either Light Industrial (LI) or Heavy Industrial (HI) zoning districts. All eleven of these industrially-zoned parcels are proposed to be rezoned to the Heavy Commercial (HC) classification. The remaining two (2) parcels now occupied by Willow Creek Golf Course are already zoned Heavy Commercial.

Legal description:

THREE PALMS, BLOCK A, LOT 502 REP, LOT 102, LOT 103; SCOTT INDUSTRIAL DISTRICT CONT 1, BLOCK A, LOT OPEN SPACE, LOTS 3-5; S TREADAWAY & INDUSTRIAL BLVD PLAZA SEC 4, BLOCK F, LOT PT OF 5, LOT PT LT 4, 5, & 103 REP, LOT PT OF 4; S TREADAWAY & INDUSTRIAL BLVD PLAZA SEC 3, BLOCK F, LOT PH LT 103 REPLAT; S TREADAWAY & INDUSTRIAL BLVD PLAZA SEC 5, BLOCK K, LOTS 1-9



Location: all land encompassing Willow Creek Golf Course on north side of Ben Richey Drive (from 902 – 1226 Ben Richey Drive) and on south side of Petroleum Drive (from 1125 – 1301 Petroleum Drive) as well as three nearby properties at 1502 Ben Richey Drive and at 4353 and 4465 South Treadaway Boulevard



1. Rezone the following described property, from a Heavy Commercial (HC) District, to a General Commercial (GC) District:

Lot 502 in Block A of the subdivision known as Three Palms, and on which a building addressed at 4353 South Treadaway Boulevard is now located;

Lot 102 in Block A of the subdivision known as Three Palms, and on which a building addressed at 4465 South Treadaway Boulevard is now located; and

Lot 103 in Block A of the subdivision known as Three Palms, which said Lot 103 is tentatively addressed at 1502 Ben Richey Drive.

2. Rezone the following described property, from a Light Industrial (LI) District, to a Heavy Commercial (HC) District

Lots 1 thru 5 in Block K of South Treadaway and Industrial Boulevard Plaza Section 5, on which a building addressed at 1166 Ben Richey Drive is now located;

Lot 6 in Block K of South Treadaway and Industrial Boulevard Plaza Section 5, which said Lot 6 is tentatively addressed at 1026 Ben Richey Drive;

Lot 7 in Block K of South Treadaway and Industrial Boulevard Plaza Section 5, which said Lot 7 is tentatively addressed at 1002 Ben Richey Drive;

Lot 8 in Block K of South Treadaway and Industrial Boulevard Plaza Section 5, which said Lot 8 is tentatively addressed at 926 Ben Richey Drive;

Lot 9 in Block K of South Treadaway and Industrial Boulevard Plaza Section 5, which said Lot 9 is tentatively addressed at 902 Ben Richey Drive; an

all except the east 225 feet of Lot 5 in Block F of South Treadaway and Industrial Boulevard Plaza Section 4, bordering the 1300 and 1400 blocks (south side) of Petroleum Drive.

3. Rezone the following described property from a Heavy Industrial (HI) District, to a Heavy Commercial (HC) District:

all of Lot 4 and the east 225 feet of Lot 5, in Block F of South Treadaway and Industrial Boulevard Plaza Section 4, bordering the 1200 block (south side) of Petroleum Drive; and

all of Lot 103 in Block F of South Treadaway and Industrial Boulevard Plaza Section 3, bordering the 1100 block (south side) of Petroleum Drive.

-END-



# ZONING CASE Z-2016-36

## STAFF REPORT



### APPLICANT INFORMATION:

PAK Harris Enterprises Ltd.

### HEARING DATES:

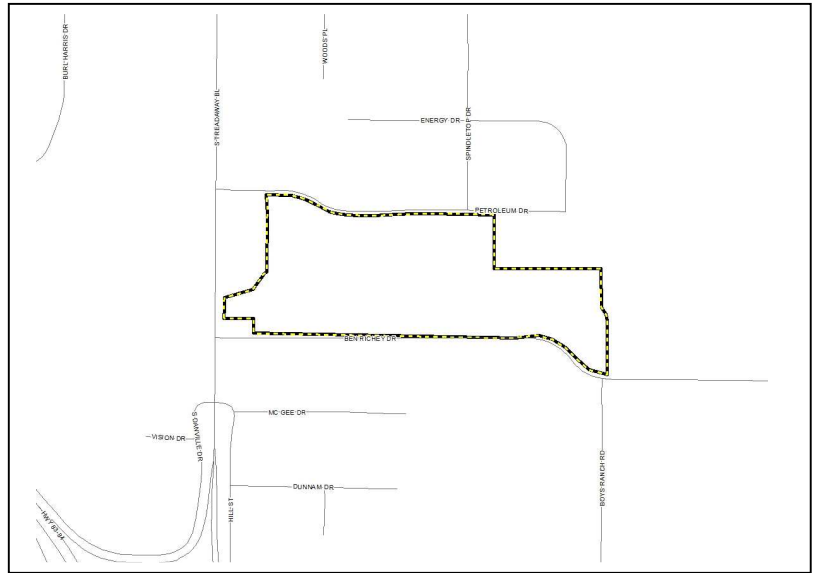
P & Z Commission: August 1, 2016

City Council 1<sup>st</sup> Reading: August 25, 2016

City Council 2<sup>nd</sup> Reading: September 8, 2016

### LOCATION:

all land encompassing Willow Creek Golf Course on north side of Ben Richey Drive (from 902 – 1226 Ben Richey Drive) and on south side of Petroleum Drive (from 1125 – 1301 Petroleum Drive) as well as three nearby properties at 1502 Ben Richey Drive and at 4353 and 4465 South Treadaway Boulevard



### REQUESTED ACTION:

Eleven (11) of thirteen (13) parcels presently occupied by Willow Creek Golf Course are now located within either Light Industrial (LI) or Heavy Industrial (HI) zoning districts. All eleven of these industrially-zoned parcels are proposed to be rezoned to the Heavy Commercial (HC) classification. The remaining two (2) parcels now occupied by Willow Creek Golf Course are already zoned Heavy Commercial.

Three nearby parcels – one facing Petroleum Drive but addressed at 4353 South Treadaway, one at 4465 South Treadaway, and one at 1502 Ben Richey Drive – are proposed to be rezoned from a Heavy Commercial (HC) to a General Commercial (GC) District.

All above-described parcels of land are now owned by the proponent, PAK Harris Enterprises Ltd.

### SITE CHARACTERISTICS:

As mentioned above, most parcels of land encompassed by this request are presently encompassed within Willow Creek Golf Course, including a golf driving range.

The property addressed at 4353 South Treadaway Boulevard (but facing Petroleum Drive) is now occupied by a tavern known as The Winery.

The property addressed at 4465 South Treadaway Boulevard is now occupied by Gary's Floral Gallery,

The property addressed at 1502 Ben Richey Drive is now vacant.

### ZONING HISTORY:

The eastern eleven parcels of land in this request (presently zoned LI or HI, but proposed to be in an HC District) were annexed to City limits of Abilene in 1963.

Case # Z-2016-36

Updated: August 1, 2016



The western three parcels of land in this request (presently zoned HC, but proposed to be in a GC District) were annexed to City limits of Abilene in 1959.

Zoning district boundaries in this vicinity are believed to be the same as they were in 1974, when the present zoning map was initially adopted.

## **BACKGROUND:**

Since 1989, Willow Creek Golf Course has occupied land in LI and HI zoning districts. This includes their clubhouse at 1166 Ben Richey (formerly Executive) Drive.

However, with adoption of new zoning regulations in 2010, active outdoor recreational activities such as golf courses are no longer allowed in LI and HI zoning districts. Willow Creek Golf Course is thereby a legally nonconforming use on land now zoned LI and HI. Golf courses and other active outdoor recreational uses are allowed in Heavy Commercial (HC) zoning districts. Changing the classification of Willow Creek's LI and HI zoning to HC zoning will thereby make that existing golf course a conforming use (with respect to zoning regulations) and allow additional building improvements on that land. The owners/operators of Willow Creek Golf Course do have plans to build a restaurant facility which is also allowed in HC zoning but not in LI or HI zoning.

Plans for future use and development of the remaining three parcels are more consistent with GC zoning than with their present HC zoning classification. For example, planned "personal services" are allowed in GC but not HC zoning districts. Proponents are thereby seeking to change the zoning classification of these three parcels – 4353 South Treadaway Blvd., 4465 Treadaway Blvd. and 1502 Ben Richey Drive – from an HC to a GC District.

## **ANALYSIS:**

- Current Planning Analysis

GC zoning of the three specific parcels identified above would be consistent with emerging trends toward office, retail and entertainment activity in the 4300-4400 blocks (east side) of South Treadaway Boulevard between Petroleum and Ben Richey Drives. This includes lots located directly north and south of Willow Creek's crossing beneath South Treadaway Boulevard. Proposed GC zoning is more consistent with this emerging trend there, in comparison with those properties' present HC zoning.

Eleven other parcels are proposed to be changed to an HC zoning classification, from their present LI and HI zoning. These eleven parcels are wedged between properties remaining in LI and HI Districts, north of Petroleum Drive and south of Ben Richey Drive. However, few of these LI- and HI-zoned properties are actually improved or used for industrial use. Development of these properties has, in fact, been more consistent with Heavy Commercial zoning than with LI or HI zoning. Proposed HC zoning of these eleven parcels will not only allow Willow Creek Golf Course to become a conforming use, but such HC zoning will also be consistent with existing use and development of land located north and south.

- Comprehensive Planning Analysis

The Future Land Use component of Abilene's Comprehensive Plan identifies this entire vicinity to be a "BUSINESS/INDUSTRIAL" area.



**PLANNING STAFF RECOMMENDATION:**

Staff recommends approving proposed changes to HC and GC zoning, as described earlier in this report.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

At its meeting on August 3 of 2016, Abilene's Planning & Zoning Commission voted unanimously (6 – 0) to recommend approving proposed zone changes (to HC and GC Districts) described in this report.

**NOTIFICATION:**

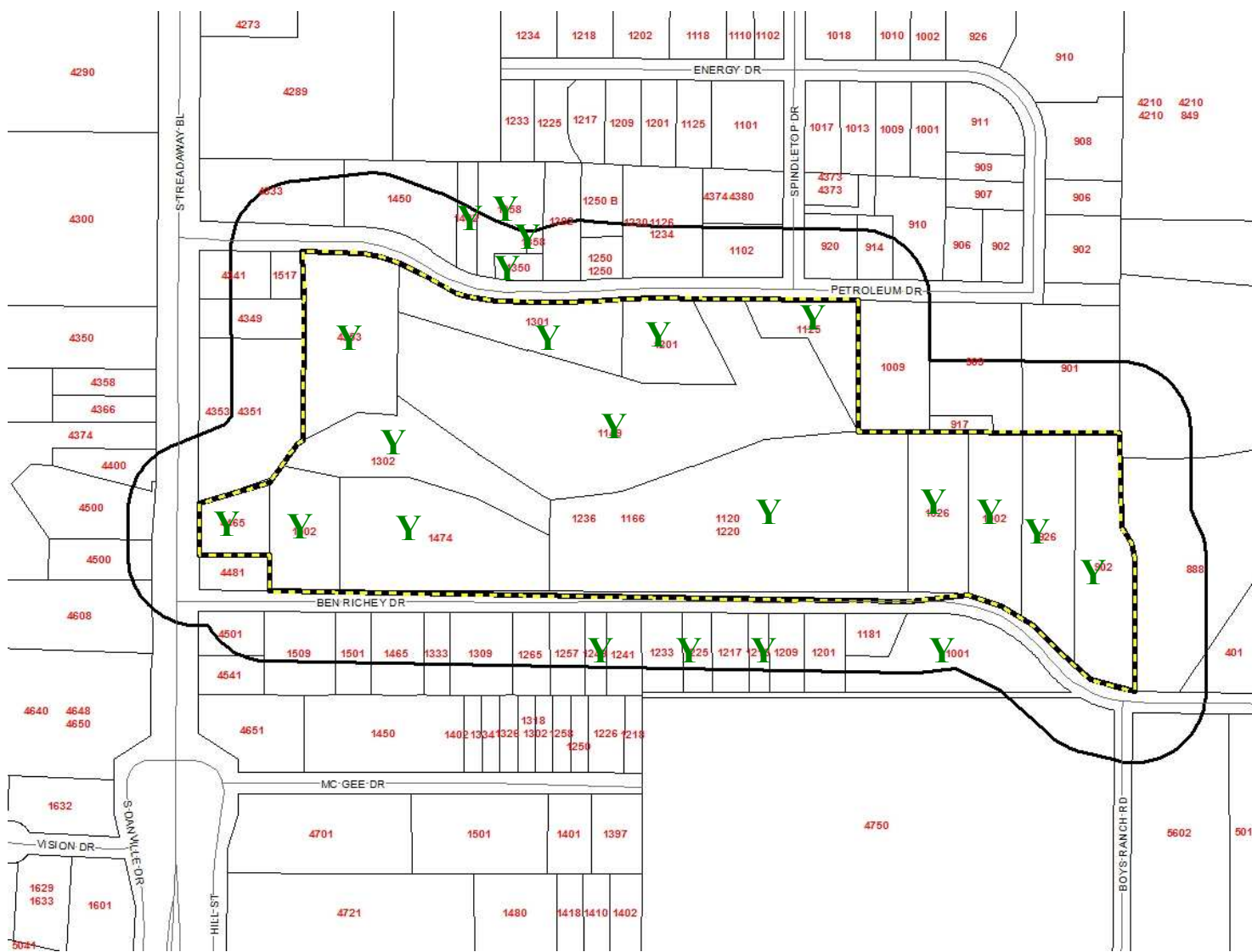
Owners of 45 properties located within 200 feet of this request were formally notified of proposed zone changes, as described in this report.

As of August 16, 2016, owners of eight (8) of those forty-five (45) nearby properties returned written comments in favor of proposed zone changes described in this report. No (0) written comments have yet been received in opposition to these zone changes.

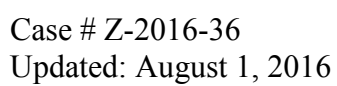


Y

N













# Z-2016-36

**Request:** Rezone from LI and HI to HC or GC zoning.

**Location:** North side of Ben Richey Drive (from 902 – 1226 Ben Richey Drive) and south side of Petroleum Drive (from 1125 – 1301 Petroleum Drive) in proposed HC District.

Three nearby properties (at 1502 Ben Richey Drive and at 4353 and 4465 South Treadaway Boulevard) in proposed GC District.

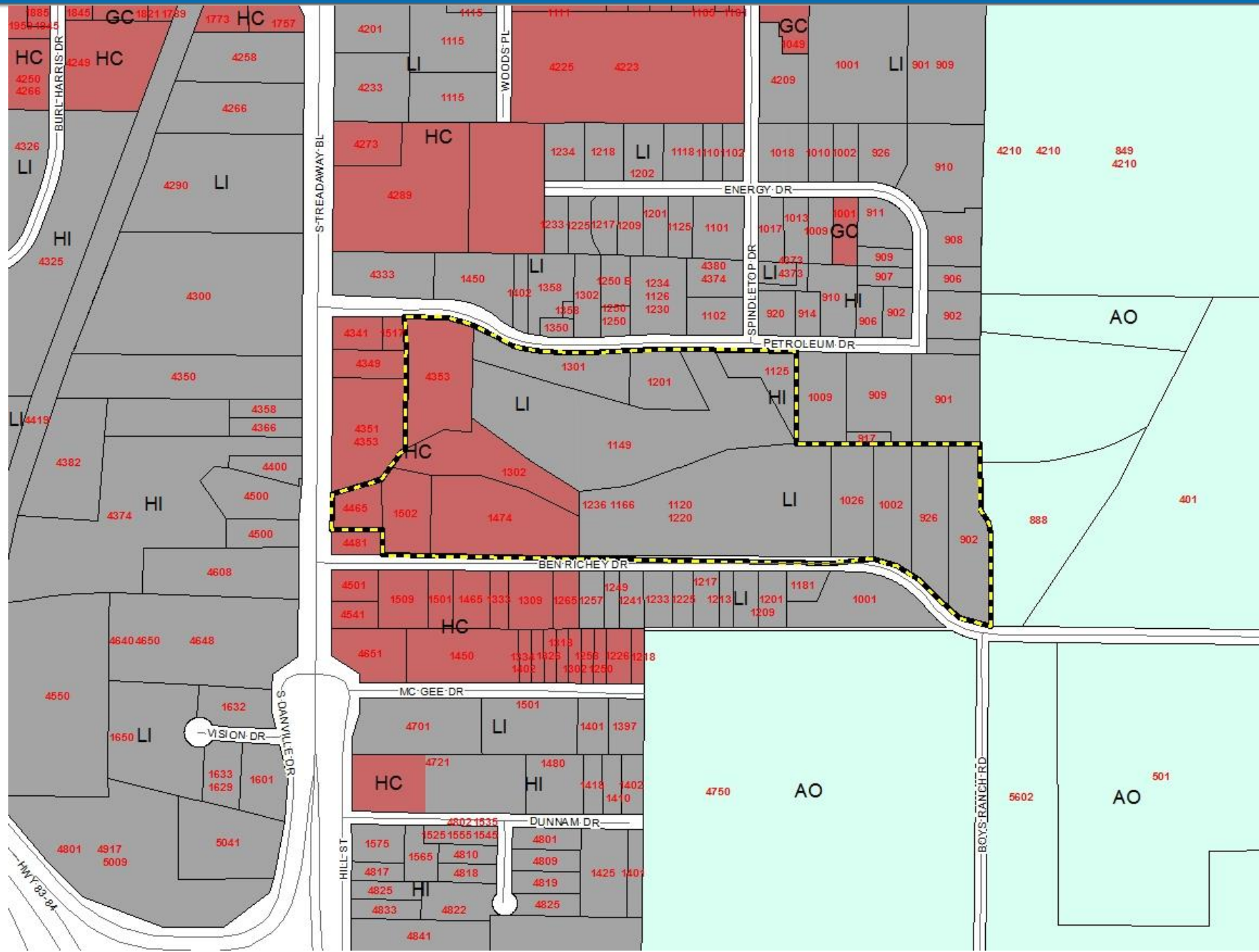
**Notification:** 18 in favor (14 of which come from applicant's property inside the requested zone change); 0 opposed

**Staff Recommendation:** Approval as requested

**P & Z Commission Recommendation:** Approval to rezone subject properties from LI and HI zoning to HC and GC zoning





























view looking looking west to South Treadaway, with proposed GC zoning to right













view looking northeast (to Willow Creek Golf Course) from Ben Richey Drive





existing clubhouse at Willow Creek Golf Course in proposed HC District





looking west along Ben Richey Drive, with Willow Creek Golf Course to north (right)





looking west along Ben Richey Drive, with existing businesses to south (left)





looking south from Petroleum Drive, toward Winery and proposed GC zoning









looking northeast along Petroleum Drive, toward existing LI zoning

















view to existing businesses (including Willow Creek Chapel) along South Treadaway Blvd.





view to existing businesses along east side of South Treadaway Blvd.





view to existing businesses along west side of South Treadaway Blvd.





# Permitted Uses in HC Zoning

## RESIDENTIAL USES:

P Hotel/Motel

## ACCESSORY AND INCIDENTAL USES:

P Accessory Structure (Also see Division 4 of this article)  
P Antenna, Non-Commercial/Amateur  
P ATM's, Self-Serve Kiosks, and Similar Facilities  
P Drive-Thru Facility  
TP Field Office or Construction Office (temporary)  
P Freight Container  
P Fuel Sales  
TP Itinerant Business  
P Manufacturing (incidental)  
C Mobile Home (permanent security residence)  
TP Mobile Home (temporary security residence)  
P Mobile Home or Temporary Building (office for sales and service)  
P Recycling Collection Point  
C Travel Trailers (accessory to hospitals)

## CULTURAL AND RECREATIONAL USES:

C Adult Entertainment Enterprise  
P Civic, Social, and Fraternal Organization  
P Cultural Facilities  
P Drive-in Theater  
C Motorized Racing  
P Recreation – Outdoors (active)  
P Recreation – Outdoors (passive)  
P Recreation and Commercial Entertainment - Indoor

## GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P Ambulance Service  
C Correction, Detention, or Penal Facilities  
P Fire/Police Station  
P Homeless/Emergency Shelter  
P Hospital  
P Medical/Dental Laboratory  
P Military and Armed Forces Reserve Center  
P Post Office  
P Rehabilitation Facility  
C Sanitary Landfill  
P Social Service Facility

## EDUCATIONAL AND RELIGIOUS USES:

P Arts School  
C Cemetery, Crematorium, and Mausoleum  
P Church or Place of Worship  
P Educational and Scientific Research  
P School: Public/Private  
P Trade/Business School

## SERVICE

P Automobile Wash  
P Contractor Services  
P Funeral Home/ Mortuary/Morgue  
P Kennel (With Outdoor Pens)  
P Kennel (Without Outdoor Pens)  
C Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)  
P Laundry/Dry Cleaning Services & Facilities  
P Office (general, professional, financial)  
P Printing, Copying, Reproduction, Publishing  
P Recycling Collection and Processing Center  
P Repair and Maintenance Services - Automobile/Small Truck (major)  
P Repair and Maintenance Services - Automobile/Small Truck (minor)  
P Repair and Maintenance Services (indoor)  
P Repair and Maintenance Services (outdoors)  
P Repair and Maintenance Services (truck and other large vehicles)  
P Scales (public)  
P Storage - Self-Service Units  
P Tattoo Parlor  
P Taxidermist  
P Veterinary Service (all size animals)  
P Veterinary Service (small animals)  
P Wrecker/Towing

## TRADE – RETAIL USES

P Aircraft and Accessories  
P ATM's, Self-Serve Kiosks, and Similar Facilities  
P Fuel Sales  
P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)  
P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)  
P Restaurant, Fast Food  
P Restaurant, Standard  
P Retail Sales/Rental (automobile/small truck)  
P Retail Sales/Rental (indoor)  
P Retail Sales/Rental (outdoors, non-vehicle)  
P Retail Sales/Rental (trucks and other large vehicles and equipment)

## TRADE – WHOLESALE USES

P Liquor, Wholesale/Distribution  
P Wholesaling and Storage (indoor)  
C Wholesaling and Storage (outdoors)

## TRANSPORTATION, COMMUNICATION AND UTILITIES:

P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)  
C Antenna Tower - Commercial  
P Automobile Parking Lot or Structure - Commercial  
P Broadcast Studio  
P Passenger Ground Transportation Terminal  
P Pressure Control Station  
P Public Utility Facility  
C Utility Generation, Production, Treatment

## RESOURCE PRODUCTION AND EXTRACTION USES:

P Petroleum or Gas Well  
C Manufacturing (light)

## LEGEND

P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)  
C Permitted as a Conditional Use Permit, Requiring Approval by City Council  
TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





# Permitted Uses in GC Zoning

## RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

## ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- TP Itinerant Business
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- C Mobile Home or Temporary Building (office for sales and service)
- P Recycling Collection Point
- C Travel Trailers (accessory to hospitals)

## CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Cultural Facilities
- P Drive-in Theater
- P Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Recreation and Commercial Entertainment – Indoor

## GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Fire/Police Station
- C Homeless/Emergency Shelter
- P Hospital
- P Medical/Dental Laboratory
- P Post Office
- C Rehabilitation Facility
- P Social Service Facility

## EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
- P School: Public/Private
- P Trade/Business School
- P University/College

## SERVICE

- P Automobile Wash
- C Contractor Services
- P Funeral Home/ Mortuary/Morgue
- C Kennel (With Outdoor Pens)
- P Kennel (Without Outdoor Pens)
- C Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- P Printing, Copying, Reproduction, Publishing
- C Recycling Collection and Processing Center
- P Repair and Maintenance Services - Automobile/Small Truck (major)
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Repair and Maintenance Services (outdoors)
- P Storage - Self-Service Units
- P Tattoo Parlor
- P Taxidermist
- P Veterinary Service (small animals)

## TRADE – RETAIL USES

- C Aircraft and Accessories
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (automobile/small truck)
- P Retail Sales/Rental (indoor)
- P Retail Sales/Rental (outdoors, non-vehicle)
- C Retail Sales/Rental (trucks and other large vehicles and equipment)

## TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

## TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Antenna Tower - Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Passenger Ground Transportation Terminal
- P Pressure Control Station
- P Public Utility Facility

## RESOURCE PRODUCTION AND EXTRACTION USES:

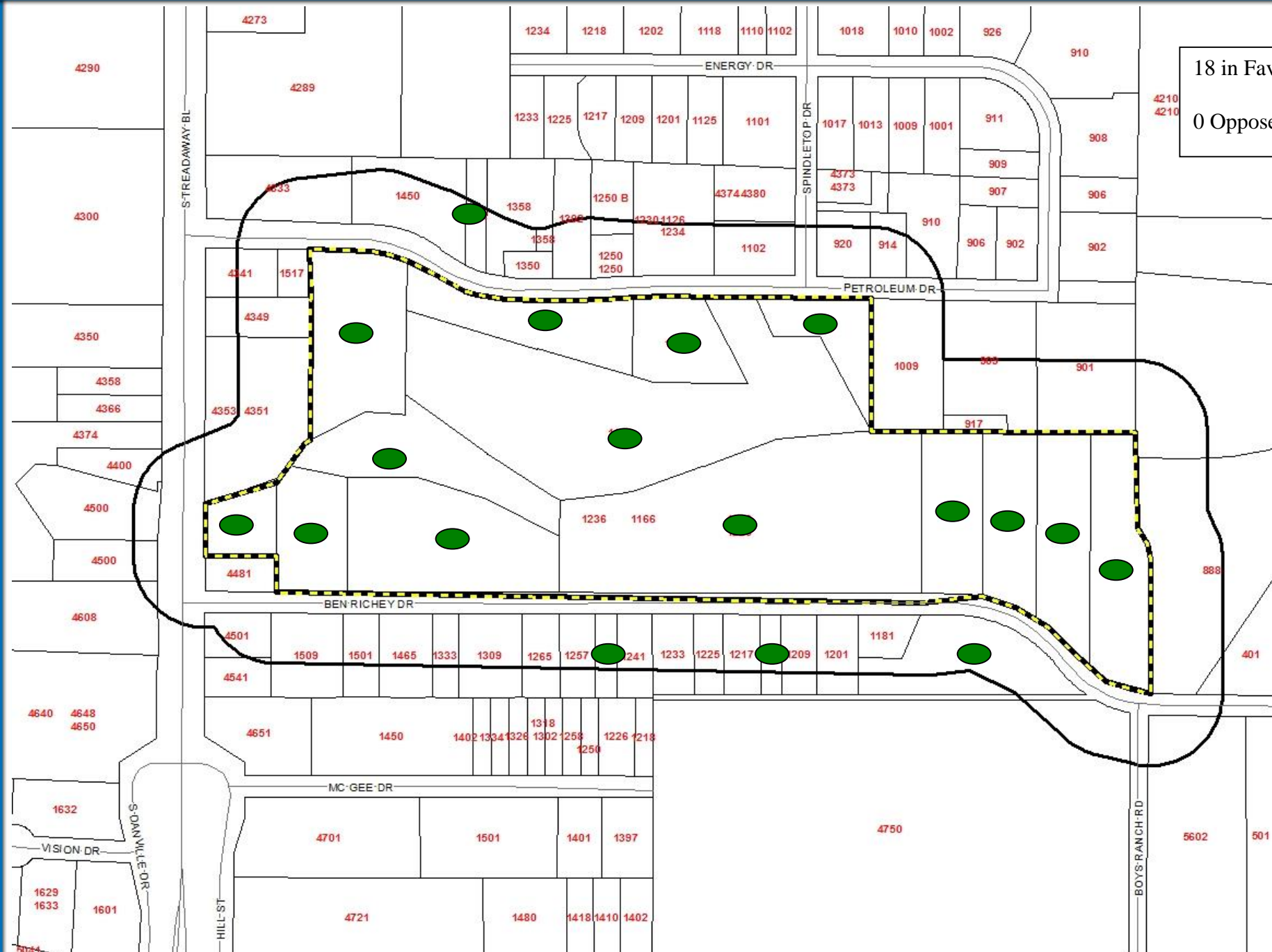
- P Petroleum or Gas Well

## LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment











**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO: Robert Hanna, City Manager**

**FROM: Dana L. Schoening, Director of Planning & Development Services**

**SUBJECT: Ordinance: (First Reading) Z-2016-38 A request from Aaron Waldrop, agent Jacob & Martin, to rezone property from AO (Agricultural Open Space) to RS-6 (Single-Family Residential) & MD (Medium Density Residential) zoning, located at the southeast corner of Maple St and Colony Hill Rd.; and setting a public hearing for September 8, 2016. (Schoening)**

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**GENERAL INFORMATION**

The subject parcel totals approximately 48.5 acres and is currently zoned AO. The parcel is located near the corner of Maple St. and Colony Hill Rd. Currently the property is undeveloped. Adjacent properties to the north and nearby have developed with single family homes. Recently, MD zoning was approved across Colony Hill Rd. to the north. The purpose of the zoning is to allow for a mix of residential uses. The applicant is requesting a change to the RS-6 and MD zoning which would allow for single-family houses and some multi-family units. The MD zoning allows for duplex, triplex, and quadraplex unit developments up to 12 units per acre.

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential' for single-family development. Both Maple St. and Colony Hill Rd. are designated as 'arterial' roadways. The requested zoning would be to specifically allow for development of a mix of residential single-family and multi-family. The requested RS-6 and MD zoning in this location is deemed compatible with the Future Land Use Map and the adjacent uses in the area.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval as requested.

**BOARD OR COMMISSION RECOMMENDATION**



The Planning and Zoning Commission recommends approval by a vote of six (6) in favor (Dunnahoo, Bixby, Rosenbaum, Calk, Smith and McClarty), and none opposed.

**ATTACHMENTS:**

Description	Type
▣ Ordinance Cover	Exhibit
▣ Ordinance Exhibit	Exhibit
▣ Staff Report	Exhibit
▣ PowerPoint	Presentation



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 25<sup>th</sup> day of August, 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 15<sup>th</sup> day of July, 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 8<sup>th</sup> day of September, 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 8<sup>th</sup> day of September, A.D. 2016.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY



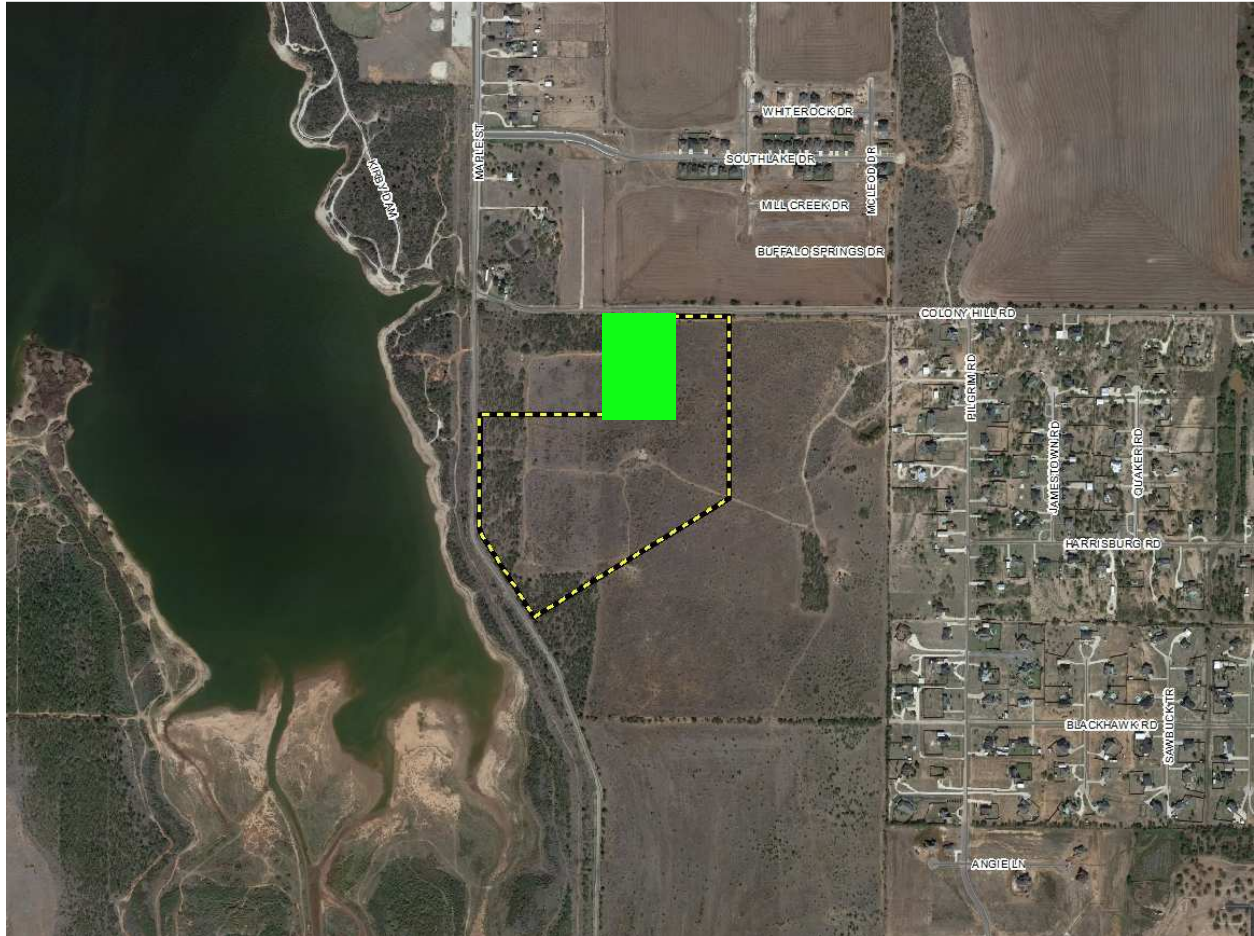
ORDINANCE NO. \_\_\_\_\_

EXHIBIT "A"

Rezone property from AO (Agricultural Open Space) to RS-6 (Single Family Residential) and MD (Medium Density Residential) zoning

Legal description:

A 48.5 ACRE PORTION OF A 148.175 ACRE TRACT DESCRIBED AS A0776 SUR 14 L A L NW/4, ACRES



**MD Zoning: 12.5 acres**

Location: Point of Beginning at the northwest corner of northern corner of Colony Hill Road extending west to east for 510', along Colony Hill Road, then bearing due south for 1070', then bearing due west for 510', then bearing due north 1070' to the Point of Beginning.

**RS-6 Zoning: Remaining 36 acres**

Location: Southeast corner of Maple St. and Colony Hill Rd.



-END-



# ZONING CASE Z-2016-38

## STAFF REPORT



### APPLICANT INFORMATION:

Aaron Waldrop  
Agent: Tal Fillingim

### HEARING DATES:

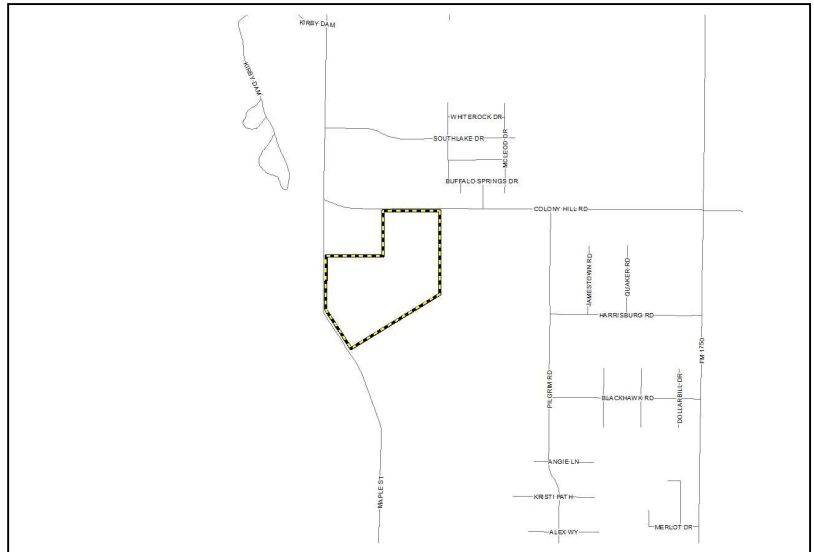
Planning & Zoning Commission: August 1, 2016  
City Council 1<sup>st</sup> Reading: August 25, 2016  
City Council 2<sup>nd</sup> Reading: September 8, 2016

### LOCATION:

Southeast corner of Maple St. and Colony Hill Rd.

### REQUESTED ACTION:

Rezone property from AO (Agricultural Open Space) to RS-6 (Single-Family Residential) and MD (Medium Density Residential) zoning



### SITE CHARACTERISTICS:

The subject parcel totals approximately 48.5 acres and is currently zoned AO. The parcel is located near the corner of Maple St. and Colony Hill Rd. The adjacent properties are zoned AO, RS-6, and MD to the north, AO to the northwest and south, and outside of the city limits to the east. Kirby Lake is directly to the west.

### ZONING HISTORY:

The property was annexed in 1932 and was zoned AO at that time.

### ANALYSIS:

#### • Current Planning Analysis

Currently the property is zoned AO and is undeveloped. Adjacent properties to the north and nearby have developed with single family homes. Recently, MD zoning was approved across Colony Hill Rd. to the north. The purpose of the zoning is to allow for a mix of residential uses. The applicant is requesting a change to the RS-6 and MD zoning which would allow for single-family houses and some multi-family units. The MD zoning allows for duplex, triplex, and quadraplex unit developments up to 12 units per acre.

#### • Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential' for single-family development. Both Maple St. and Colony Hill Rd. are designated as 'arterial' roadways. The requested zoning would be to specifically allow for development of a mix of residential single-family and multi-family. The requested RS-6 and MD zoning in this location is deemed compatible with the Future Land Use Map and the adjacent uses in the area.



**PLANNING STAFF RECOMMENDATION:**

Staff recommends approval as requested.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

On August 1, 2016, the Planning and Zoning Commission considered and recommends approval of this request by a vote of six (6) in favor (Dunnahoo, Bixby, Rosenbaum, Calk, Smith and McClarty), and none apposed

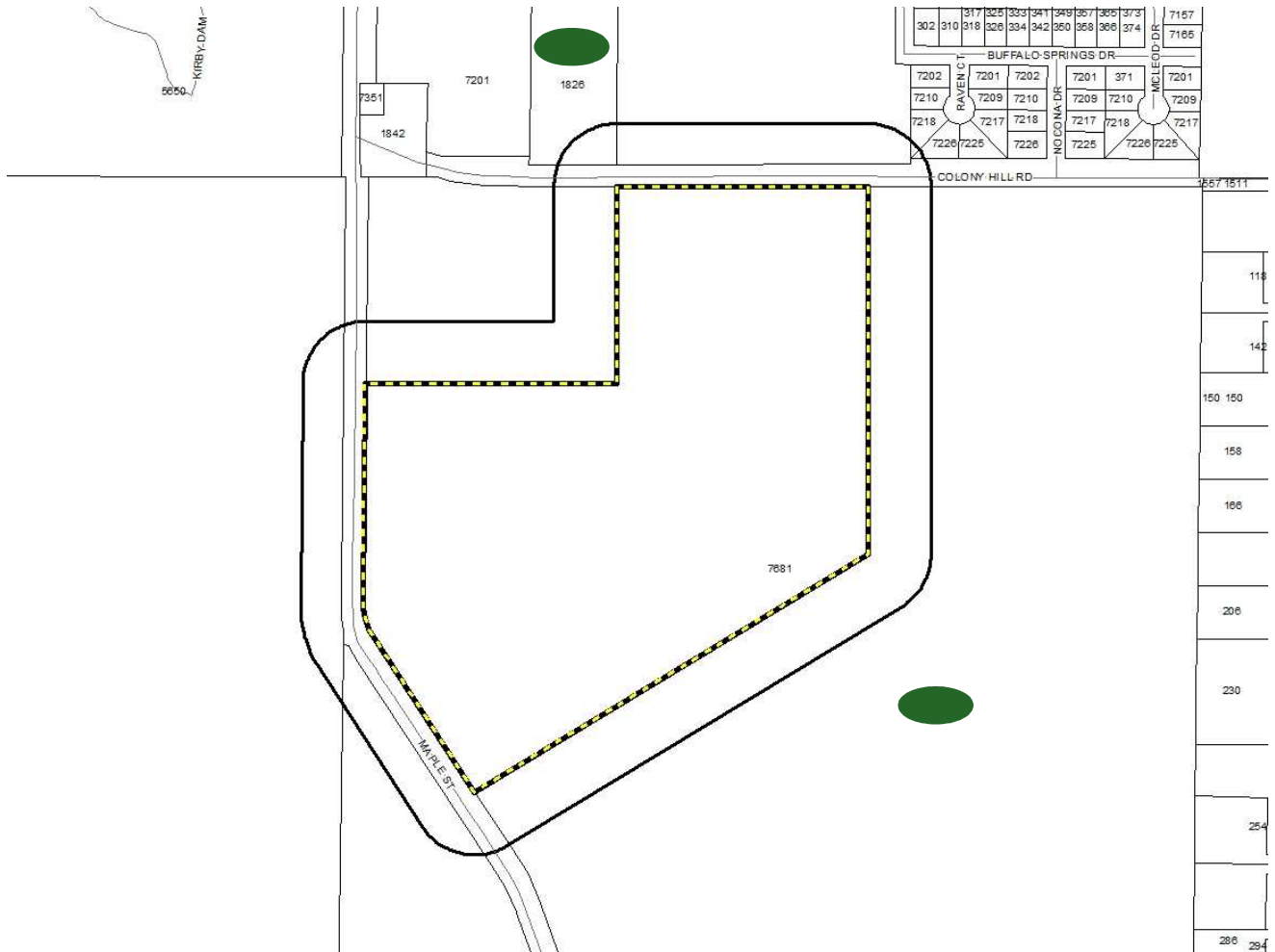
**NOTIFICATION:**

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

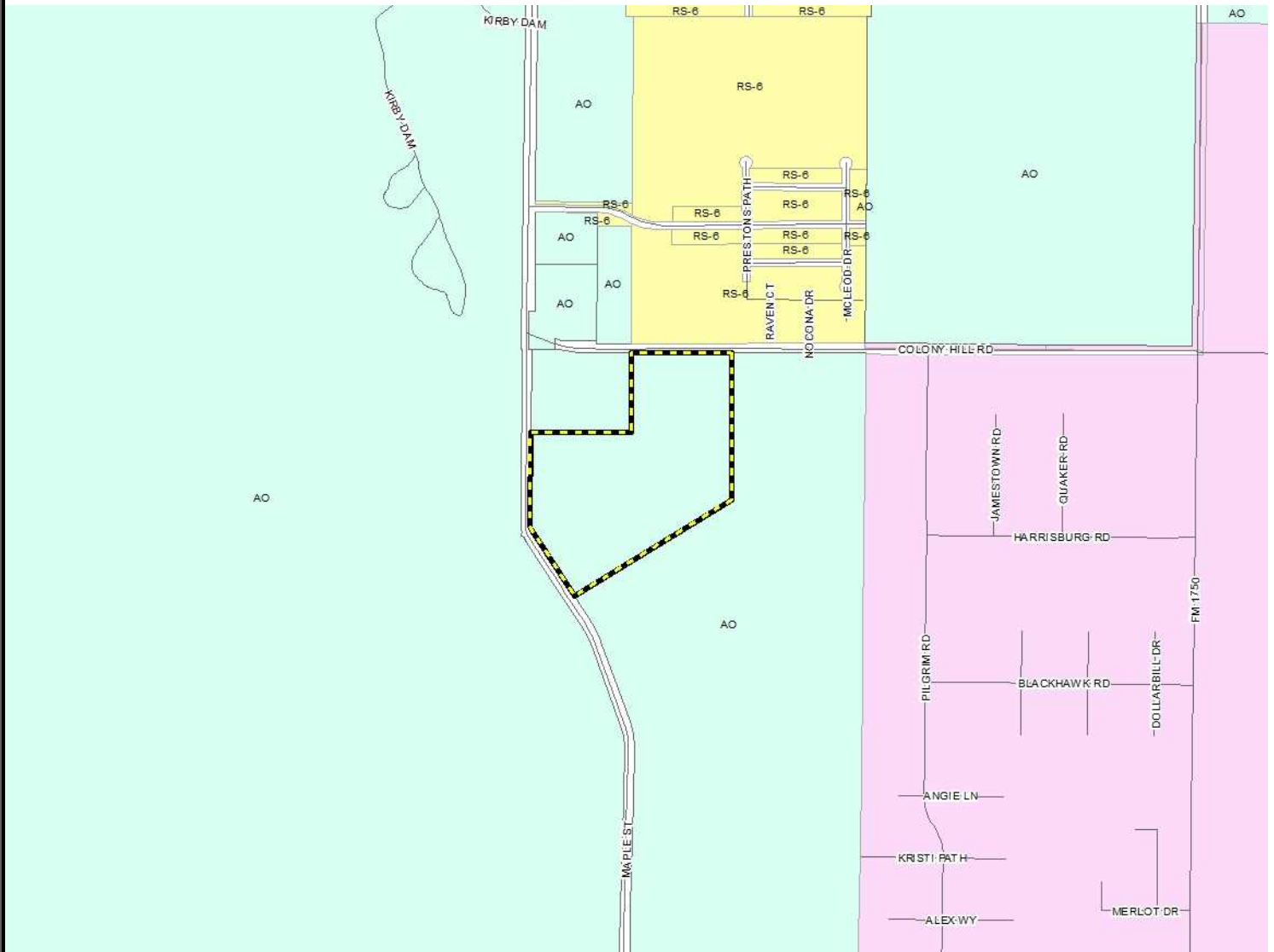
OWNER	ADDRESS	RESPONSE
EASTLAKE FIVE LLC	1826 COLONY HILL RD	
CITY OF ABILENE		
TROY DAVIS HOMES LLC	7218 & 7226 RAVEN CT	
CARRIAGE HILLS DEV CORP	7681 MAPLE ST	In Favor
MC LEOD PROPERTY DEV LLC	PROP. NORTH OF SUBJECT PARCEL ON COLONY HILL RD.	



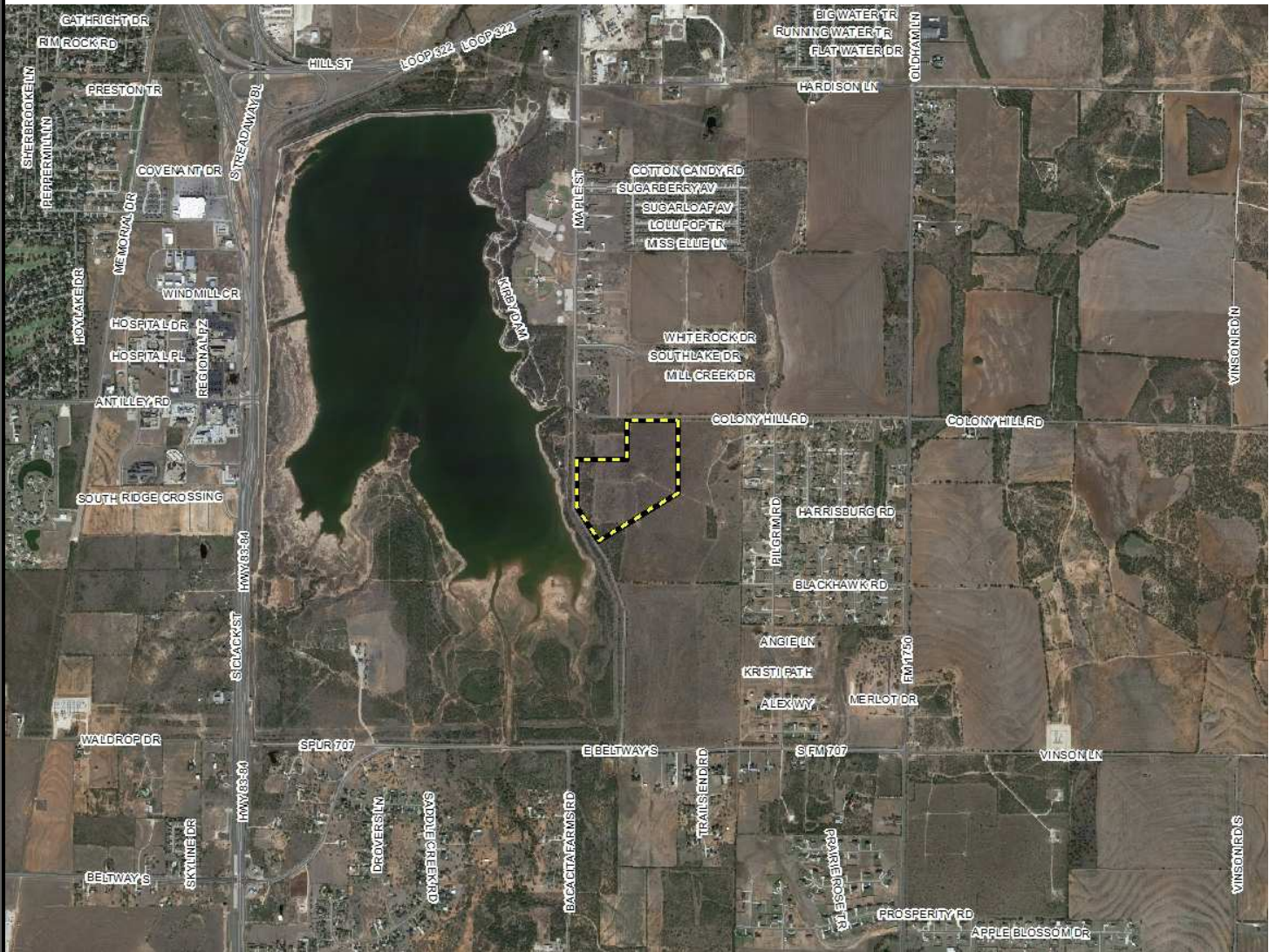
2 in Favor- **Y**  
0 Opposed- **N**



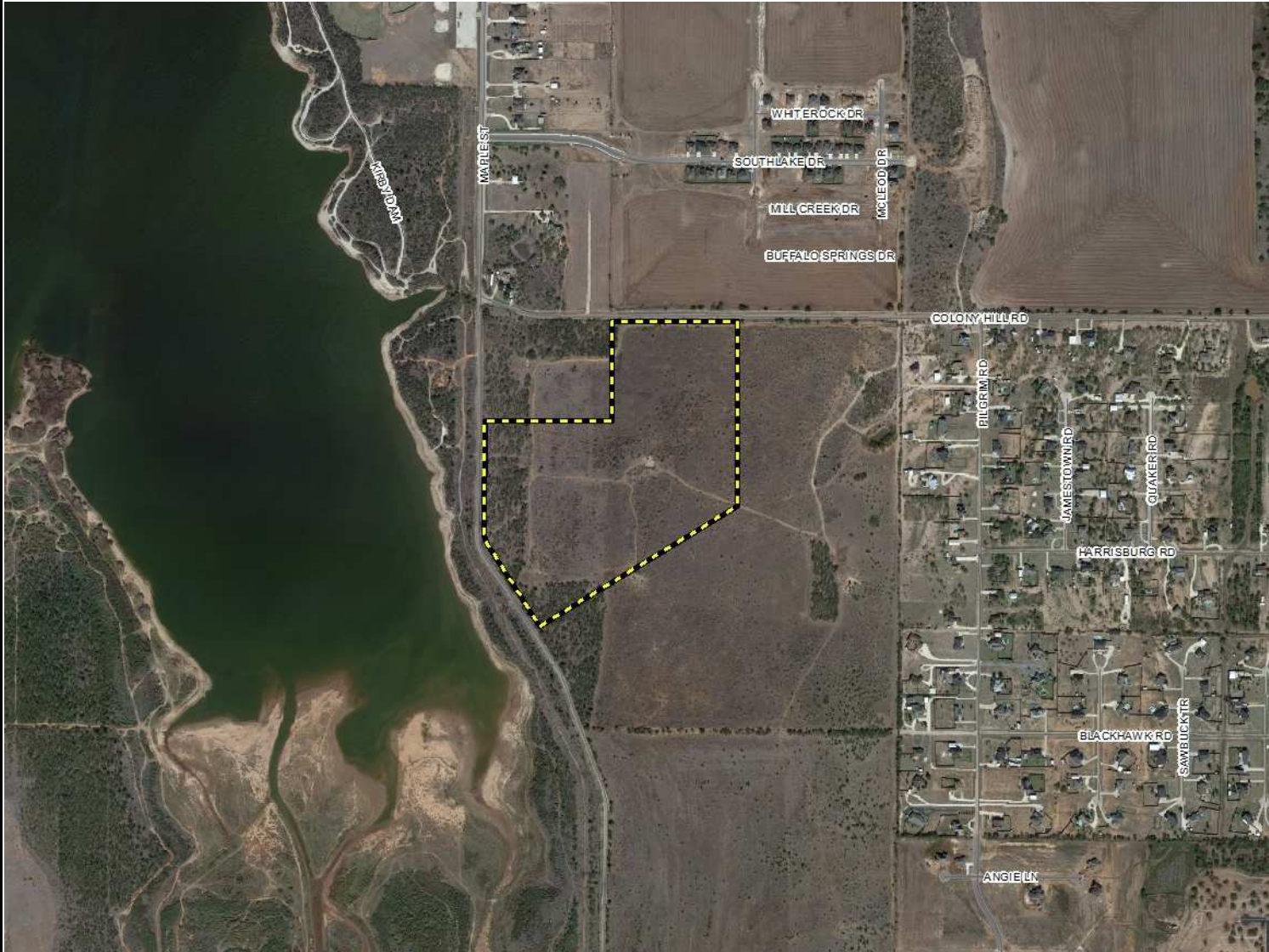










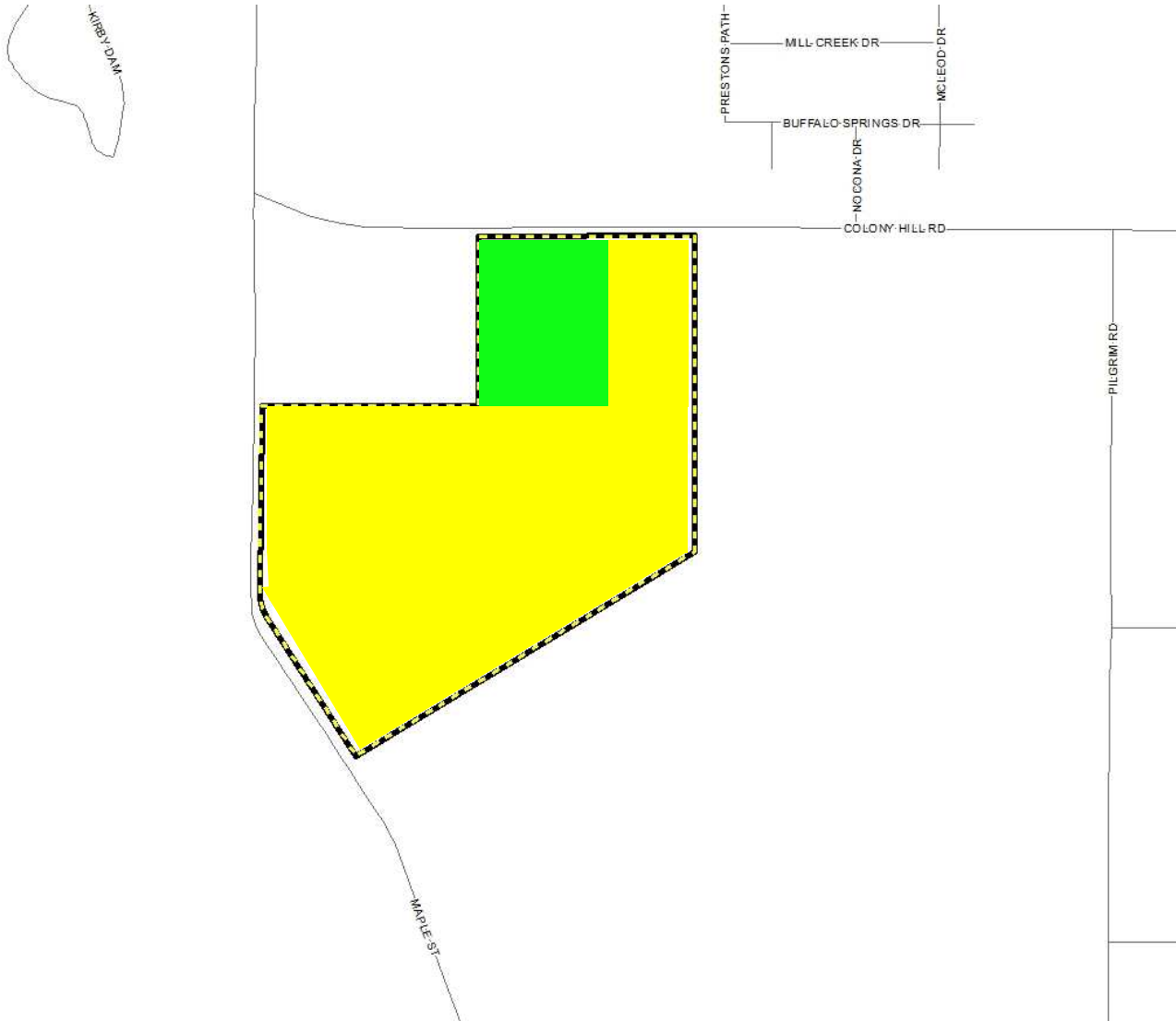




**Zoning Exhibit**

**RS-6 Zoning**

**MD Zoning**





# Z-2016-38

**Request:** Rezone from AO to RS-6 and MD zoning

**Location:** +/- 48.5 acres; Southeast portion of land at Maple St. and Colony Hill Rd., excluding the corner.

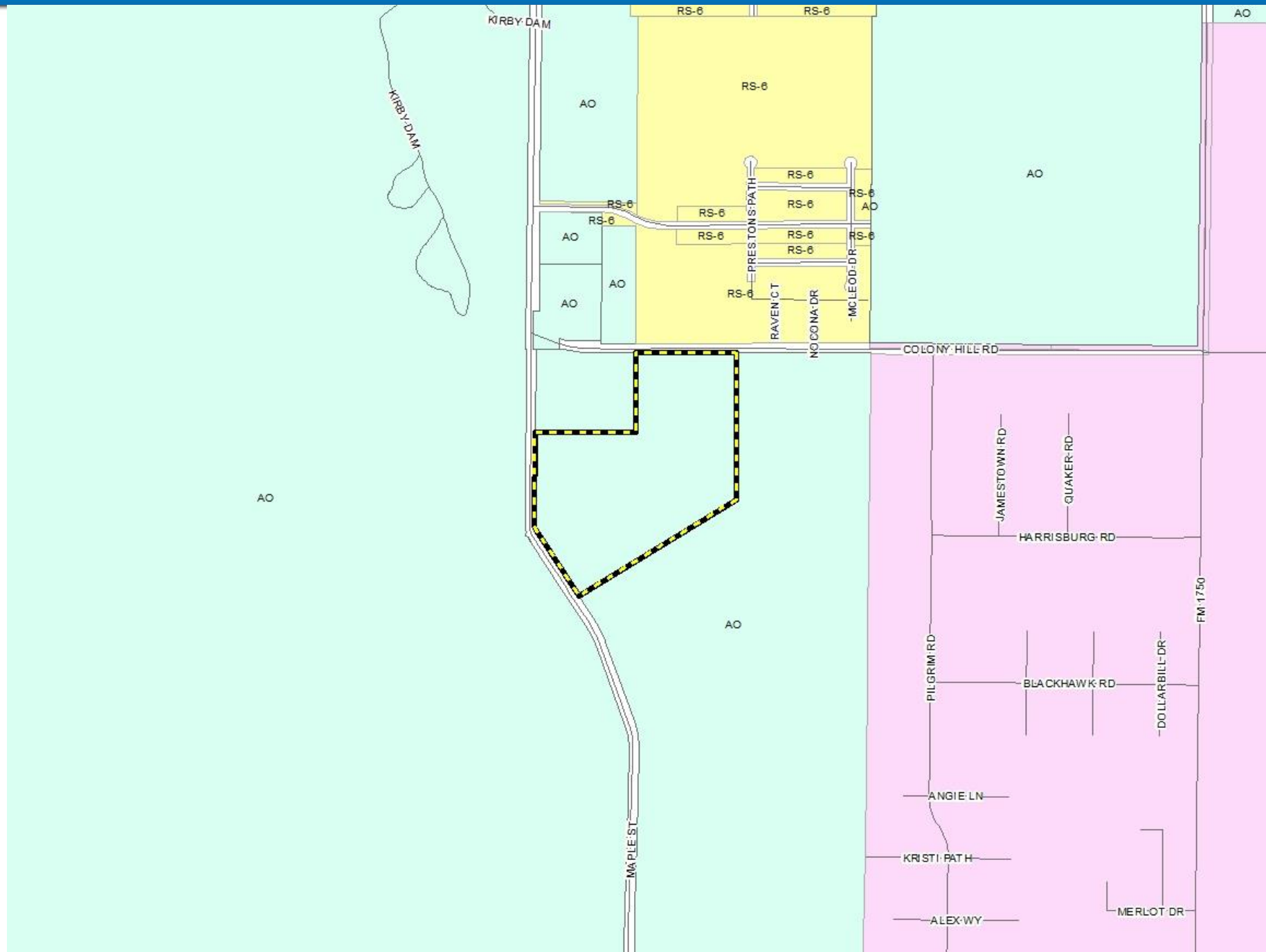
**Notification:** 1 in favor; 0 opposed

**Staff Recommendation:** Approval

**P & Z Recommendation:** Approval as requested



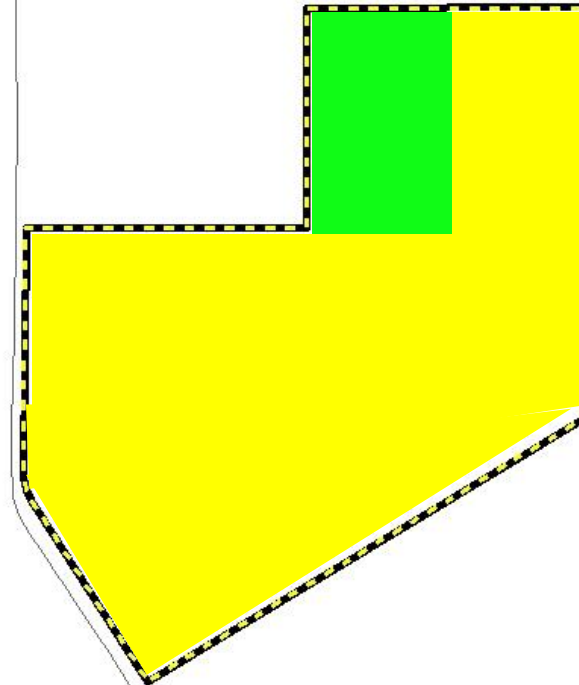
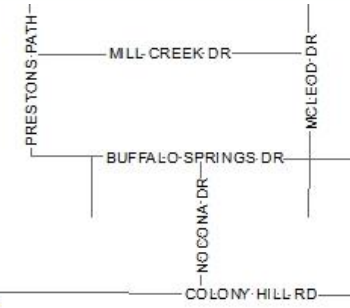






**RS-6 Zoning**

**MD Zoning**

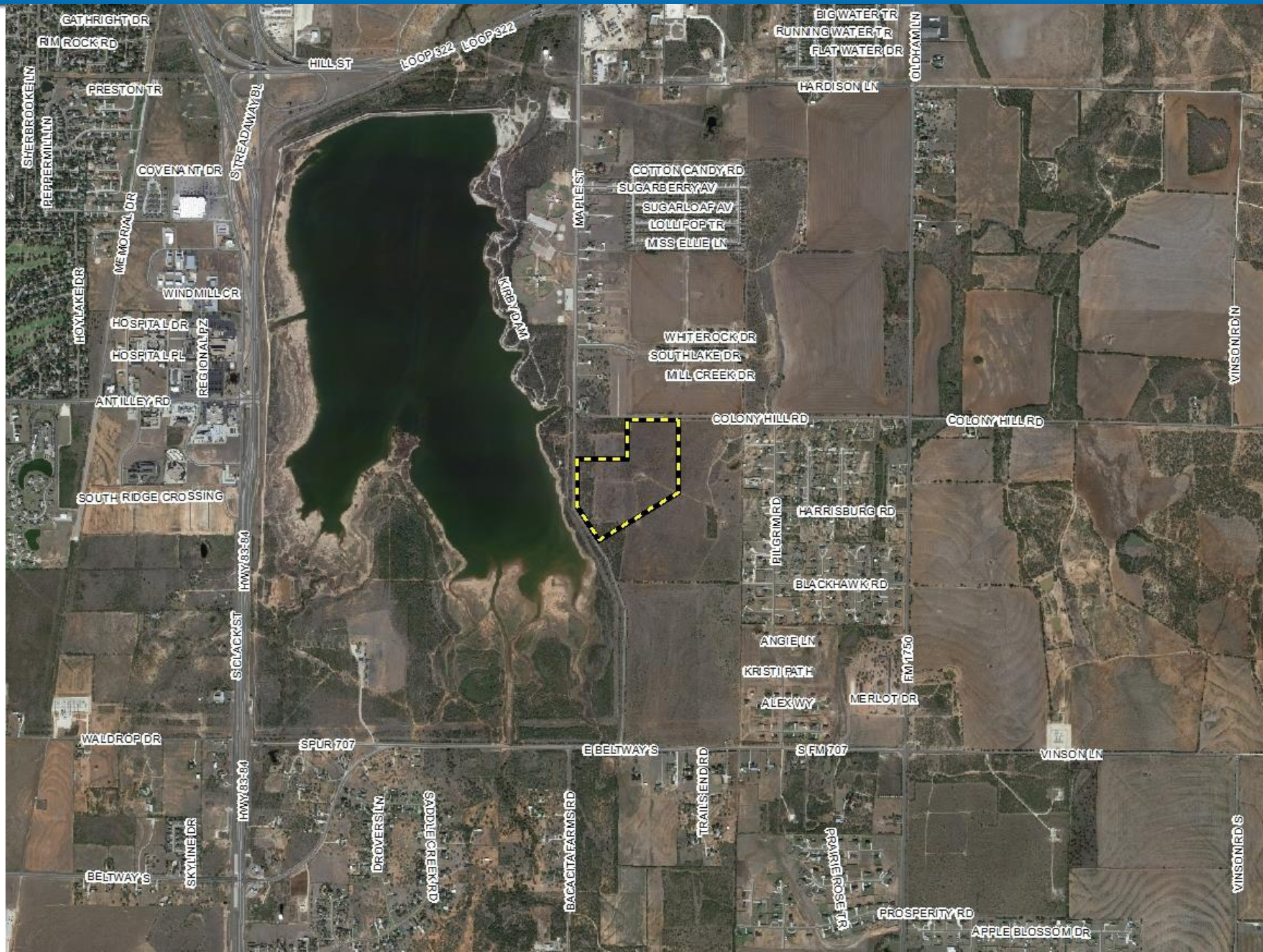


MAPLE ST

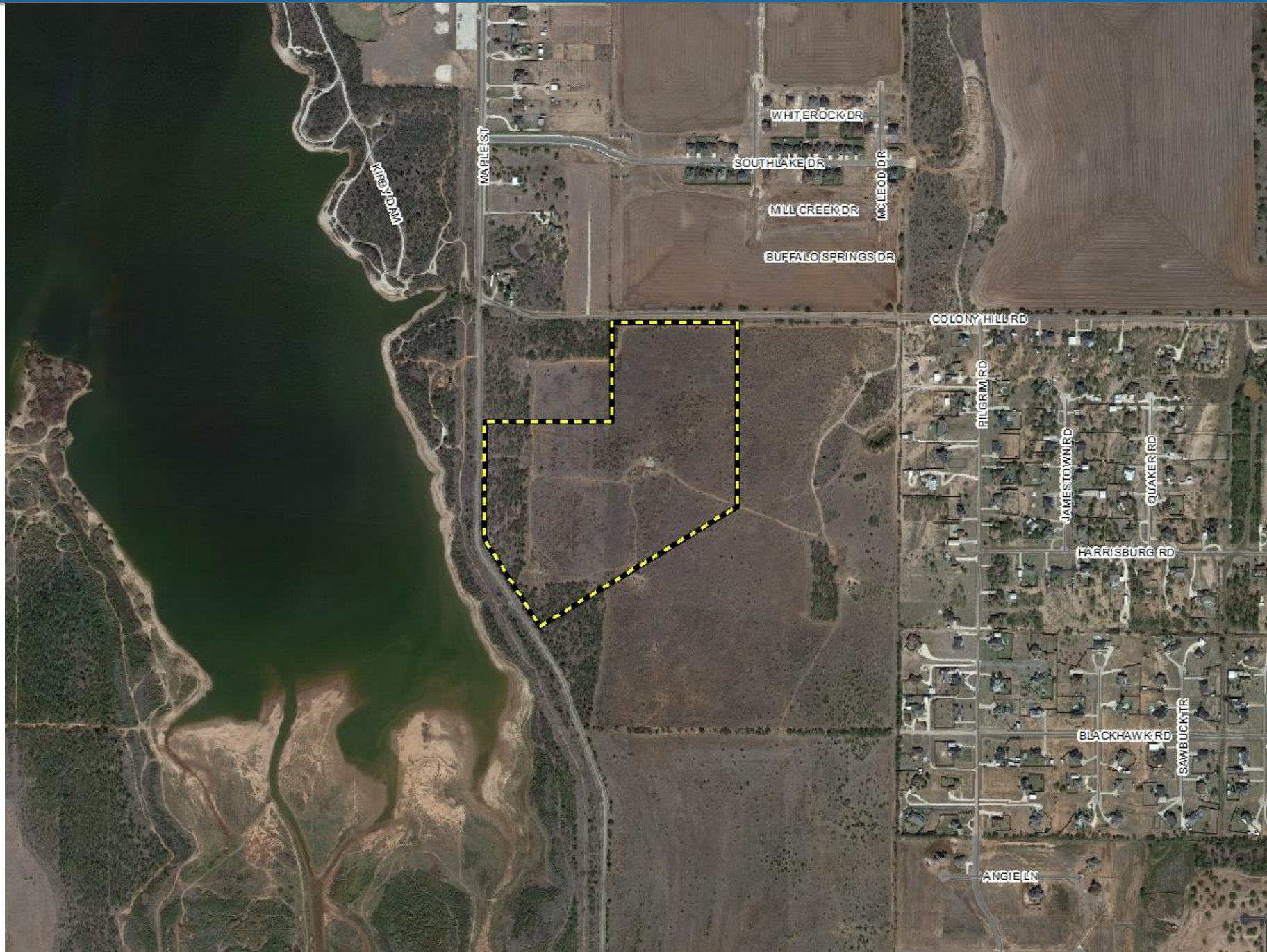
PILGRIM RD













View looking southwest toward subject property





View looking east along Colony Hill Rd.





View looking southeast toward subject property





View looking west at the intersection of Maple St. and Colony Hill Rd.





View looking southeast toward subject property





View looking south along Maple St.





View looking northeast toward subject property





View looking west toward Kirby Lake





View looking east along Colony Hill Rd.





View looking southeast toward subject property





View looking south toward subject property





View looking north across Colony Hill Rd.





# Permitted Uses in MD Zoning

## RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- C Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- C Group Home

## ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

## CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

## GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Rehabilitation Facility
- C Social Service Facility

## EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

## TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

## RESOURCE PRODUCTION AND EXTRACTION USES:

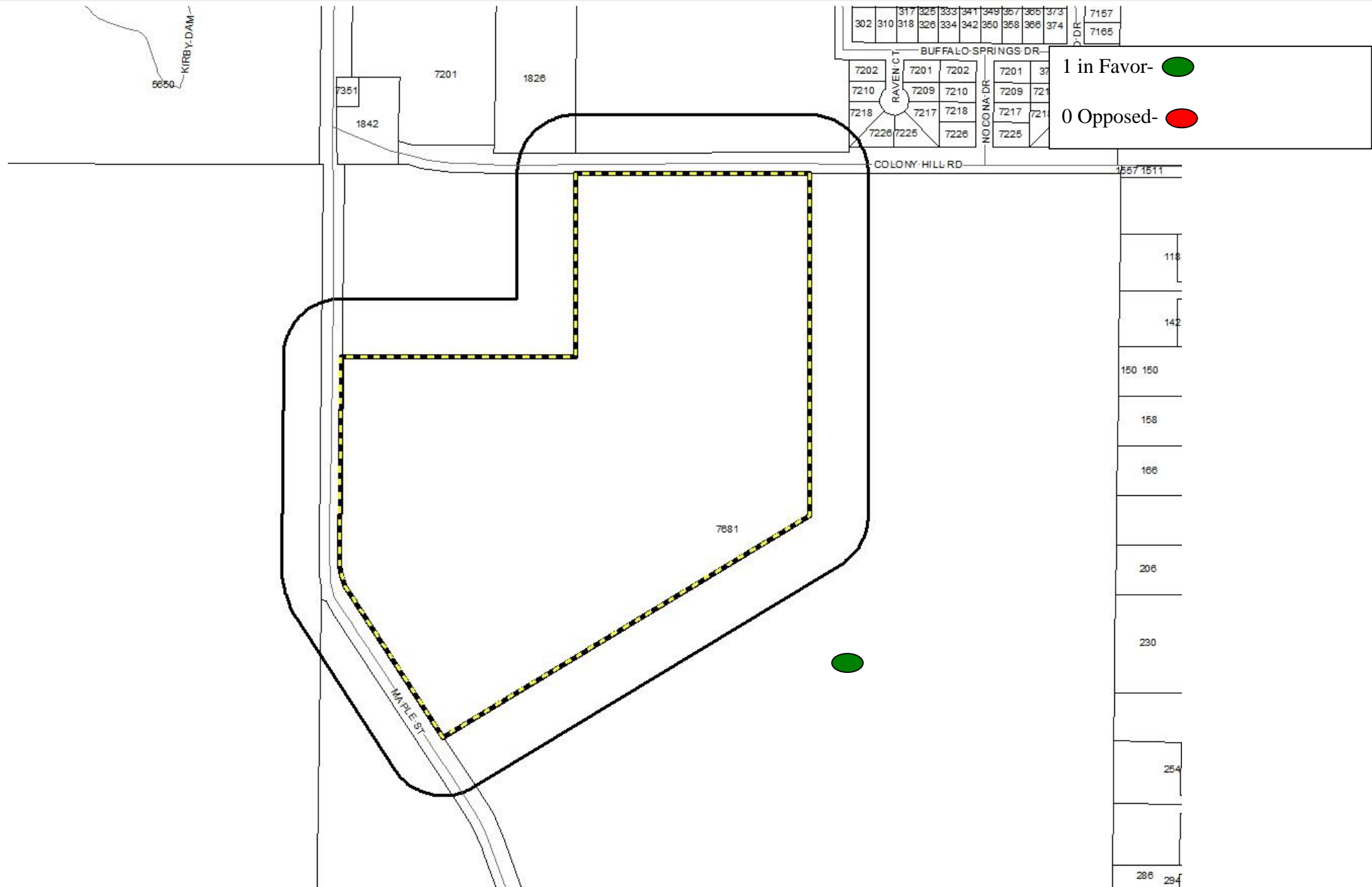
- P Petroleum or Gas Well
- P Urban Garden

## LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment











**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO: Robert Hanna, City Manager**

**FROM: Dana L. Schoening, Director of Planning & Development Services**

**Ordinance: (First Reading) TC-2016-01 a request from ACU, agents McMahon, Surovik Suttle, P.C. & Enprotec/Hibbs & Todd Inc., to abandon a triangular segment**  
**SUBJECT: from the west margin of the right-of-way of ACU Drive at the intersection with N. Judge Ely Blvd. (*Schoening*)**

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**GENERAL INFORMATION**

This is a result of the realignment N. Judge Ely Blvd. and the creation of ACU Drive. The realignment has created an unpaved triangular median section at the intersection of the new street segments. The request is to abandon the triangular median segment. This would allow the property owner to the south to maintain and use this section as an entry way into their proposed new development. There is a water line than is located in the ROW. There are also other utilities that will need to remain or relocated.

The abandonment of the extra ROW would not create any block or traffic issues. There are some utilities within this portion of the street and any existing utilities will require an easement or be relocated and be the responsibility of the developer. A plat is required to incorporate the area into the adjacent property. During the plat process, appropriate easements can be dedicated.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval of this request.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning & Zoning Commission recommends approval of this request by a vote of six (6) in favor (Dunnahoo, Bixby, Rosenbaum, Calk, Smith and McClarty), and none opposed.



**ATTACHMENTS:**

Description	Type
▣ Ordinance Cover	Exhibit
▣ Ordinance Exhibit	Exhibit
▣ Staff Report	Exhibit
▣ PowerPoint	Presentation



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A PORTION OF PUBLIC RIGHT OF WAY; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portion of a Public Right of Way, as described on Exhibit "A," attached hereto and made a part of this ordinance for all purposes, be, and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the public is concerned, subject to conditions as stated in Exhibit A.

PART 2: That said portion of a Public Right of Way is not needed for public purposes and it is in the public interest of the City of Abilene to abandon said described portion of a Public Right of Way.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tracts of land described in Part 1 of this ordinance, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PASSED ON FIRST READING this 25<sup>th</sup> day of August, 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 15<sup>th</sup> day of July, 2016, the same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on second and final reading.

PASSED ON FINAL READING THIS 8<sup>th</sup> day of September, A.D. 2016.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

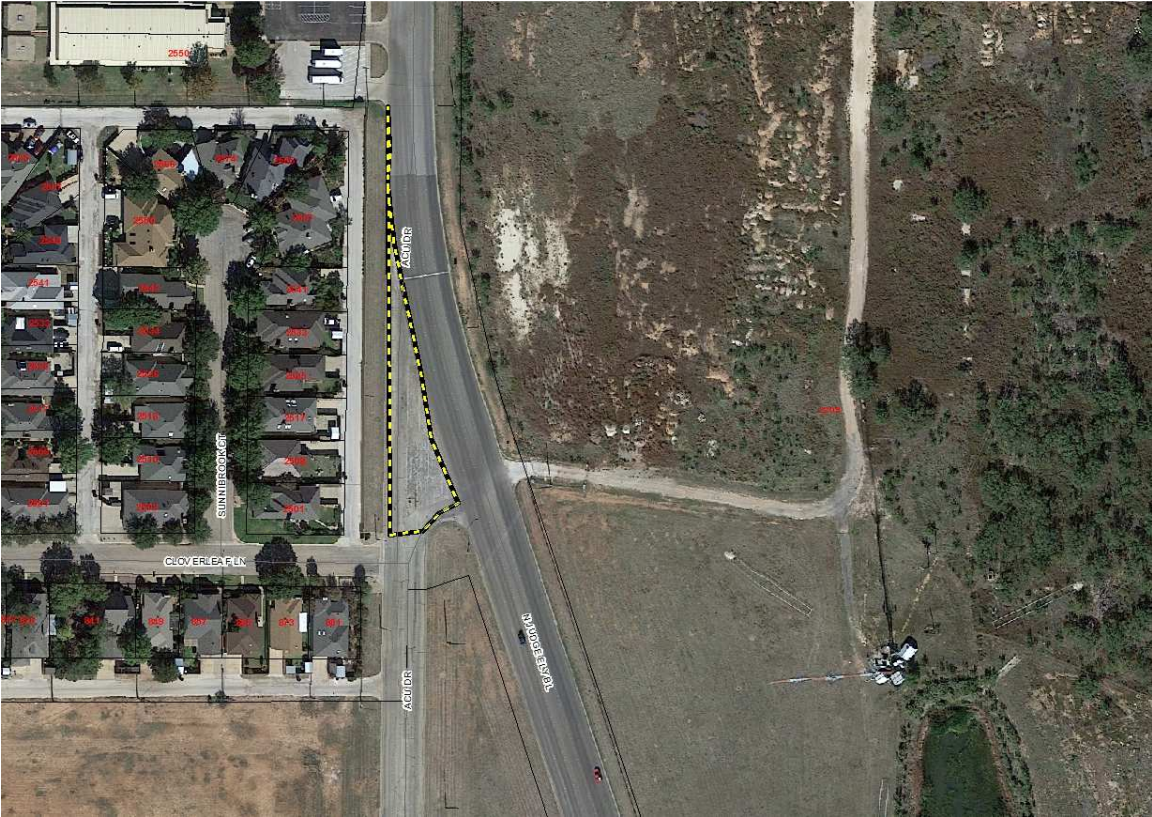


ORDINANCE NO. \_\_\_\_\_

EXHIBIT "A"

The City of Abilene hereby Abandon: a triangular segment from the west margin of the right-of-way of ACU Drive at the intersection with N. Judge Ely Blvd.

All Public ROW as indicated and shown in the map below within the dashed line:



Location: ACU Drive at the intersection with N. Judge Ely Blvd.

With the following conditions:

1. Provide appropriate drainage easements and utility easements as needed.
2. When the adjacent properties are replatted into the proposed new development, they must include this section into the replat.

-END-



# ZONING CASE TC-2016-01

## STAFF REPORT



### APPLICANT INFORMATION:

Abilene Christian University  
Agent: McMahon Surovik Suttle, P.C.  
Enprotec/Hibbs & Todd, Inc.

### HEARING DATES:

Planning & Zoning Commission: August 1, 2016  
City Council 1<sup>st</sup> Reading: August 25, 2016  
City Council 2<sup>nd</sup> Reading: September 8, 2016

### REQUESTED ACTION:

Abandon: a triangular segment from the west margin of the right-of-way of ACU Drive at the intersection with N. Judge Ely Blvd.



### SITE CHARACTERISTICS:

This is a result of the realignment N. Judge Ely Blvd. and the creation of ACU Drive. The realignment has created an unpaved triangular median section at the intersection of the new street segments. The request is to abandon the triangular median segment. This would allow the property owner to the south to maintain and use this section as an entry way into their proposed new development. There is a water line than is located in the ROW. There are also other utilities that will need to remain or relocated.

### REQUEST ANALYSIS:

The abandonment of the extra ROW would not create any block or traffic issues. There are some utilities within this portion of the street and any existing utilities will require an easement or be relocated and be the responsibility of the developer. A plat is required to incorporate the area into the adjacent property. During the plat process, appropriate easements can be dedicated.

### RECOMMENDATIONS:

**Plat Review Committee:** The Plat Review Committee recommends **approval** of the requested closure with the following conditions:

1. Provide appropriate drainage easements and utility easements as needed.
2. When the adjacent properties are replatted into the propsed new development, they must include this section into the replat.

**Staff Recommendation:** Approval per the Plat Review Committee. The request would not create any issues.



## PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission considered and recommends this request by a vote of six (6) in favor (Dunnahoo, Bixby, Rosenbaum, Calk, Smith and McClarty), and none opposed.

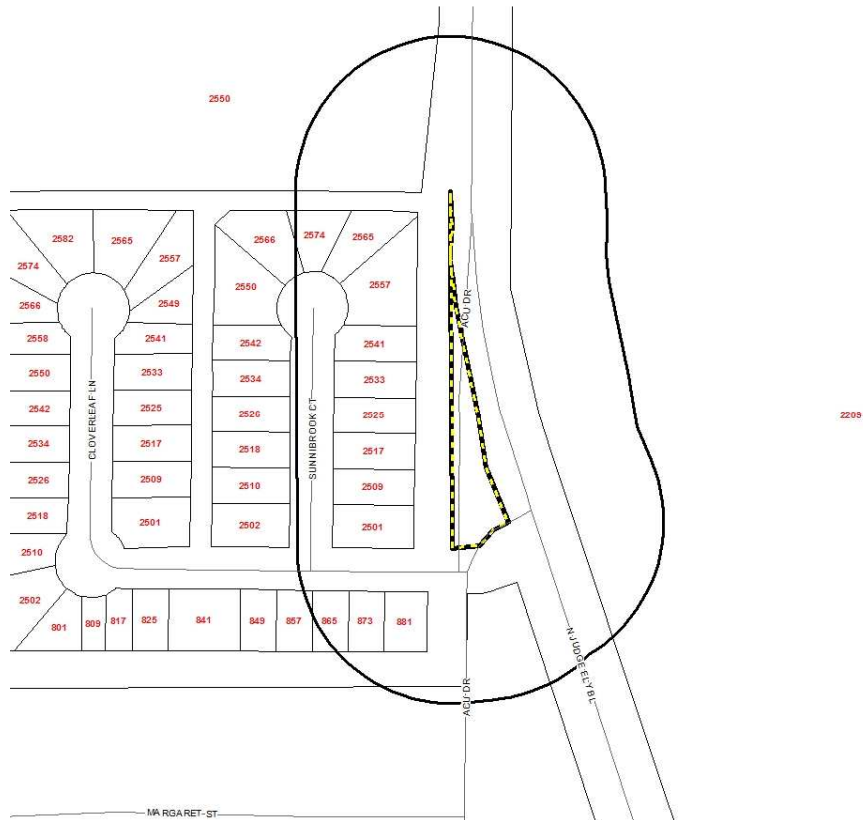
## NOTIFICATION:

Property owners within the 200' of the subject rights-of-way were notified.

OWNER	ADDRESS	RESPONSE
ROBERTS REV LIVING TRUST	881 CLOVERLEAF LN	
SPRABERRY ERNEST M & DOTTIE S	865 CLOVERLEAF LN	
ENNIS DAVID L & DIANE T	2525 SUNNIBROOK CT	
BALDERSON MARIE	2517 SUNNIBROOK CT	
CEDILLO OSCAR S & CARLA	2509 SUNNIBROOK CT	
WILLIAMS LINDA M	2501 SUNNIBROOK CT	
CLEMMER WILLIAM D & BETTY R	873 CLOVERLEAF LN	
DAVIDSON MASON & MADGE	857 CLOVERLEAF LN	
ICE JAMES H & BERLE J	2533 SUNNIBROOK CT	
WHITT SHIRLEY S	2541 SUNNIBROOK CT	
BAGGS TERRY W & KAREN	2565 SUNNIBROOK CT	
ROBERTS ALWIN WAYNE	2566 SUNNIBROOK CT	
TINKLER BOBBY ROLLO &	2557 SUNNIBROOK CT	
TERRELL JIMMIE F & BRENDA J	2574 SUNNIBROOK CT	
ABILENE CHRISTIAN SCHOOLS	2550 N JUDGE ELY BL	
ABILENE CHRISTIAN UNIV		
ABILENE CHRISTIAN UNIV	2209 N JUDGE ELY	



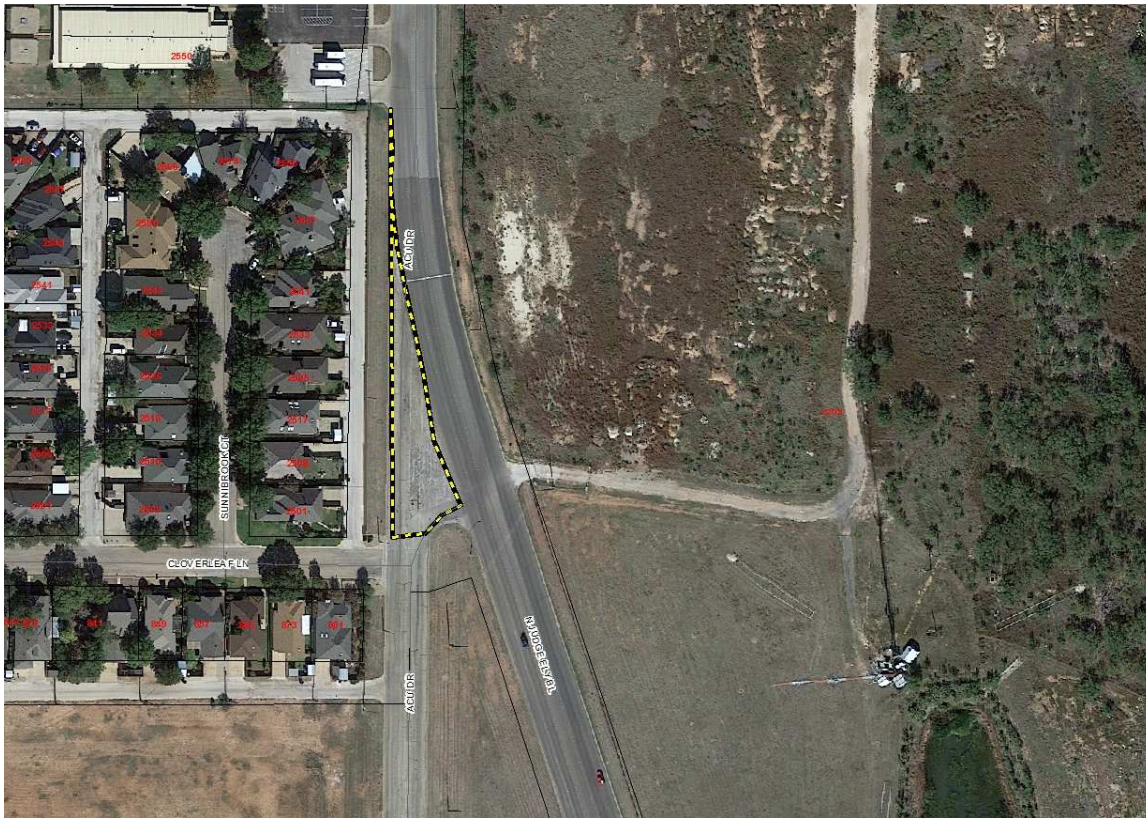
in Favor- **Y**  
Opposed- **N**













# TC-2016-01

**Request:** Abandon a triangular segment from the west margin of the right-of-way of ACU Drive at the intersection with N. Judge Ely Blvd

**Notification:** 0 in favor; 0 opposed

**Plat Review Recommendation:** Approval with conditions

**Staff Recommendation:** Approval per the Plat Review Committee

**P & Z Recommendation:** Approval as presented







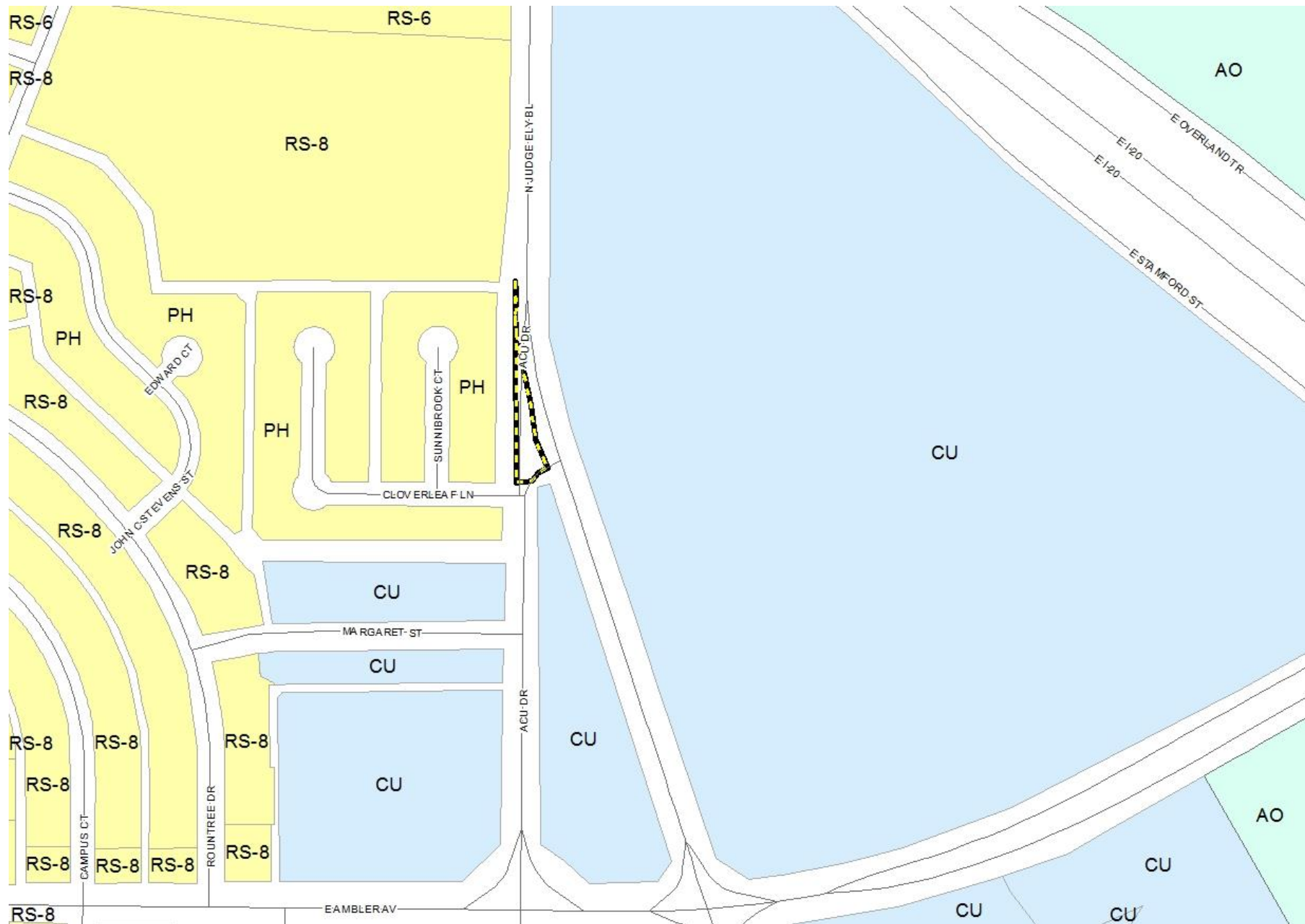




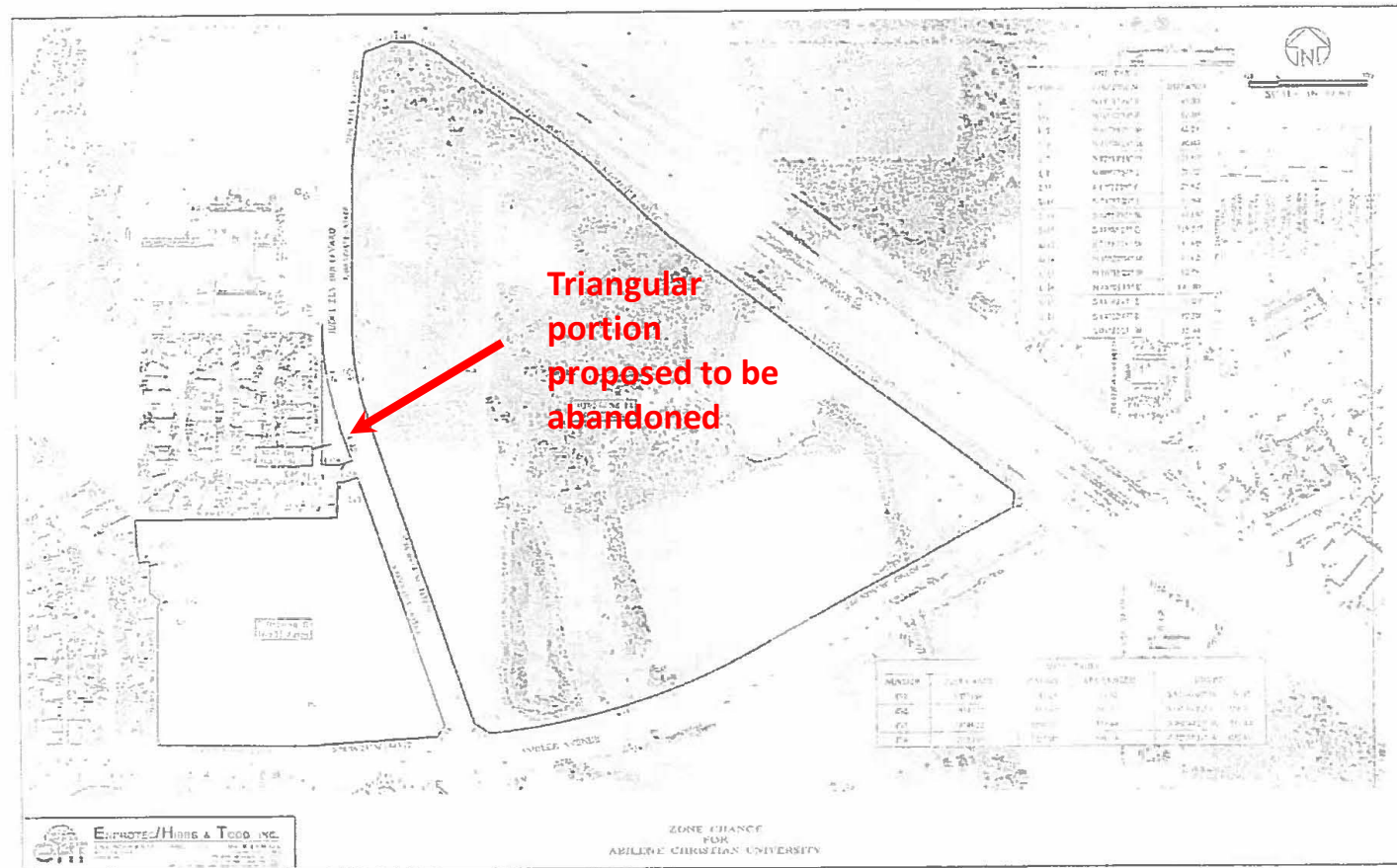














View looking north along ACU Dr. & N. Judge Ely Blvd.









View looking west





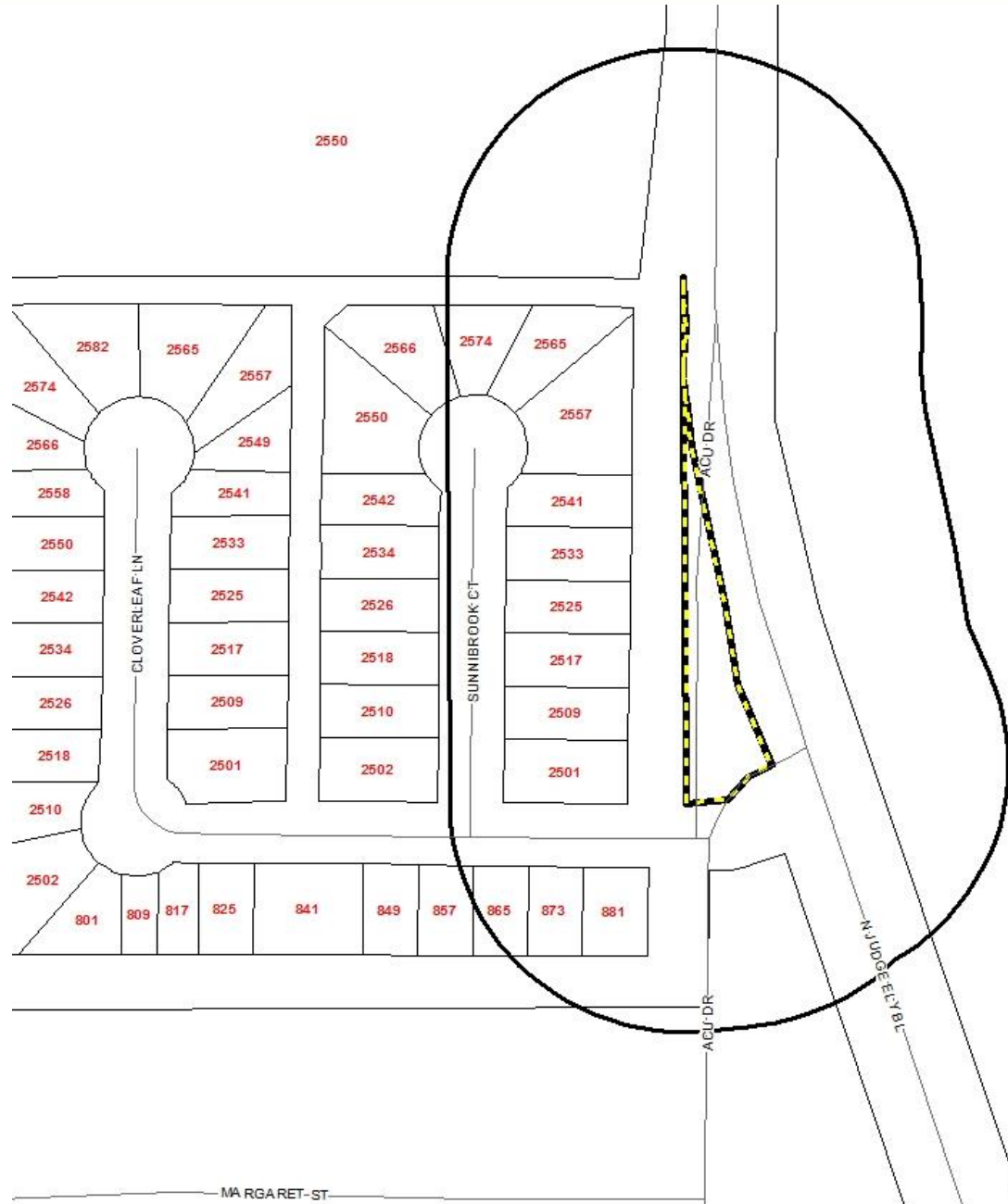
# Plat Review Committee Recommendations

The Plat Review Committee recommends approval of the requested closure with the following conditions:

1. Provide appropriate drainage easements and utility easements as needed.







0 in Favor- ●

0 Opposed- ●

2209







**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO: Robert Hanna, City Manager**

**FROM: Mike Rains, Director of Finance**

**SUBJECT: Resolution: Award of Bid through BuyBoard, Solid Waste Roll Off Truck. (*Rains*)**

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**GENERAL INFORMATION**

Fleet Management seeks approval to purchase one roll off truck to replace a unit that is no longer cost-effective to maintain.

The unit is to be purchased through the local government purchasing cooperative (BuyBoard) to effectively coordinate the build process and delivery.

**SPECIAL CONSIDERATIONS**

**BID TABULATION:**

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Rush Truck Center	2017 Peterbilt 367 Roll Off Refuse Truck	\$171,299.92

**FUNDING/FISCAL IMPACT**

Funds for the purchase are to be provided by the Fleet Replacement Fund.

**STAFF RECOMMENDATION**

It is recommended that the unit be purchased through BuyBoard in the amount of \$171,299.92.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
❑ Resolution Rolloff Truck for Solid Waste	Resolution Letter
❑ Additional Information	Cover Memo



- ▣ Powerpoint - Purchase of Solid Waste Roll Off Presentation Truck



**RESOLUTION NO \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS, AWARDING BID TO  
RUSH TRUCK CENTER - ABILENE**

**WHEREAS**, the City of Abilene requested a local government purchasing cooperative, BuyBoard, to provide a state contract pricing quote for the purchase of one (1) 2017 Peterbilt 367 roll off refuse truck assigned to the Solid Waste Division and

**WHEREAS**, following a quote was received on August 3, 2016 from Rush Truck Center in the amount of \$171,299.92

**WHEREAS**, Staff recommends awarding the bid to BuyBoard/Rush Truck Center.

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

**PART 1:** That the city Council approves this award in the amount of \$171,299.92.

**PART 2:** That this resolution shall take effect immediately from and after passage.

**ADOPTED this 25<sup>th</sup> day of August, 2016**

**ATTEST:**

\_\_\_\_\_  
Danette Dunlap, City Secretary

\_\_\_\_\_  
Norm Archibald, Mayor

**APPROVED:**

\_\_\_\_\_  
Stanley Smith, City Attorney



**ADDITIONAL INFORMATION FOR 08/25/16 COUNCIL MEETING****ROLL OFF TRUCK**

<b>Unit #</b>	<b>Assignment</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Mileage</b>	<b>Hours</b>	<b>Lifetime Maintenance \$</b>	<b>Annual Miles</b>	<b>Disposal Method</b>	<b>Replcement Reasoning</b>
3761	Solid Waste	07	Sterling with a Galbraith refuse hoist body	LT9500	238,227	15,063	\$99,811.77	15,391.0	Auction	This unit exceeds the mileage criteria for replacement. The Sterling truck is no longer manufactured thus making parts availablility a real issue. Some after-market or universal parts and items are obtainable but the wait time for such can be as much as six months.



# **Resolution Awarding Bid of Solid Waste Roll Off Truck**

- **Seeking approval to purchase a 2017 Peterbilt 367 Roll Off Solid Waste Refuse Truck.**
- **This truck will replace a 2007 Sterling truck with 238,227 miles and lifetime maintenance of \$99,812. Sterling trucks are no longer being manufactured which makes obtaining parts difficult and costly.**
- **Recommend the bid be awarded through local government purchasing cooperative – Buyboard in the amount of \$171,299.92.**
- **Funds to be provided by the Fleet Replacement Fund.**







**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO: Robert Hanna, City Manager**

**FROM: Mike Rains, Director of Finance**

**SUBJECT: Ordinance & Public Hearing: Proposed 2016 Tax Rate; and setting a public hearing for September 8th, 2016. (Rains)**

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**GENERAL INFORMATION**

The FY 2017 Budget approved by Council on July 27, 2016 set the tax rate at \$.7465. State law requires that two (2) public hearings must be held prior to the final public hearing and vote. The first public hearing was held on August 11, 2016. A second public hearing was held on August 23, 2016. The final public hearing and vote will be held on September 8, 2016

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends that the City Council hold the public hearing in accordance with state law. No action is required by Council.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
❑ Ordinance - Tax Rate FY 17	Ordinance
❑ Powerpoint-Tax Rate Public Hearing	Presentation



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, APPROVING THE ASSESSMENT ROLL FOR 2016, LEVYING AN AD VALOREM TAX FOR THE CITY OF ABILENE, TEXAS, FOR THE YEAR 2016; PROVIDING FOR THE ASSESSMENT AND COLLECTION THEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 26.05 of the Tax Code requires notice of a tax increase whether that increase occurs by an increase in the tax rate or a rise in property values or both; and

WHEREAS, the City of Abilene is proposing a tax rate increase and property values have risen in the City which trigger components of Section 26.05; and

WHEREAS, the components of Section 26.05 require Cities to post that an increase in property values even when the tax rate is held constant, is considered as an effective tax rate increase; now therefore,

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

PART 1: That the assessment roll for the year 2016, as compiled by the Chief Appraiser of the Central Appraisal District of Taylor County, and amended and approved by the Appraisal Review Board of Taylor County, on the 25<sup>th</sup> day of July, 2016, be, and the same is hereby, in all things, approved and adopted.

PART 2: That there be, and is hereby levied, on all of the property located in the City of Abilene, Texas, on the 1<sup>st</sup> day of January, 2016, and not exempt from taxation by the Constitution and Laws of the State of Texas and the City of Abilene, an ad valorem tax in the aggregate total of --seventy-four and sixty-five hundredths cents (74.65¢)-- on each one hundred dollars' (\$100.00) valuation of said property, apportioned as follows:

General Fund:

(a) Operations & Maintenance	\$ .5448
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Debt Service Funds:

(a) 2002 Airport C.O. Series	\$ .0018
(b) 2004 Airport C.O. Series	\$ .0010
(c) 2006 Airport C.O. Series	\$ .0018
(d) 2007 C.O. Series	\$ .0054
(e) 2007 G.O. Series	\$ .0074
(f) 2007 Airport G.O. Series	\$ .0015
(g) 2008 C.O. Series	\$ .0031
(h) 2008 G.O. Series	\$ .0111



(i)	2008A C.O. Series - Energy	\$ .0144
(j)	2009 Refunding	\$ .0101
(k)	2009 C.O. Series	\$ .0023
(l)	2009 G.O. Series	\$ .0112
(m)	2009A C.O. Series - HRMS & Finance System Replacement	\$ .0038
(n)	2010 Refunding	\$ .0030
(o)	2011 C.O. Series	\$ .0024
(p)	2011 Refunding	\$ .0084
(q)	2013 Refunding	\$ .0058
(r)	2015 Refunding	\$ .0403
(s)	2015 G.O. Series	\$ .0284
(t)	2015 C.O. Series	\$ .0028
(u)	2016 G.O. Series	\$ .0325
(v)	2016 C.O. Series	<u>\$ .0032</u>

Debt Rate	<u>\$ .2017</u>
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TOTAL RATE FOR THE YEAR 2016	<u>\$ .7465</u>
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PART 3: That there be, and are hereby authorized exemptions as follows:

- 1) Homestead exemption -- fifteen percent (15%)
- 2) Age 65 and over exemption -- \$15,000

PART 4: THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.6 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$14.

PART 5: That notice for the public hearings on the 11th day of August, 2016, and the 25<sup>th</sup> day of August, 2016, were given by publication in the Abilene Reporter-News on the 3<sup>rd</sup> day of August, 2016.

PART 6: That notice for the public hearing on the 8<sup>th</sup> day of September, 2016, was given by publication in the Abilene Reporter-News on the 30<sup>th</sup> day of August, 2016.

PART 7: That a public hearing was held on the 8<sup>th</sup> day of September, 2016, in accordance with the City Charter.

PART 8: That any ordinance, resolution, policy or any provision or section of the Code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict.

PART 9: That this ordinance shall take effect immediately from and after its date of final passage.



PASSED ON FIRST READING on the 27<sup>th</sup> day of July, A.D. 2016.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 8<sup>th</sup> day of September, A.D. 2016.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY



## **Ordinance & Public Hearing – Proposed 2016 Tax Rate; and setting a public hearing for September 8th, 2016**

- **As part of the budget workshop on July 27, 2016, City Council approved the Proposed Tax Rate for fiscal year 2016-17 of \$.5448 per \$100 for maintenance & operations and \$.2017 per \$100 for debt service with a total tax rate of \$.7465 per \$100.**
- **Public Hearing required**
- **Final public hearing and vote on the tax rate will be held on September 8, 2016 at 8:30 a.m. at City Hall.**







**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO: Robert Hanna, City Manager**

**FROM: Mike Rains, Director of Finance**

**Ordinance: Authorizing City of Abilene, Texas Combination Tax and Limited Surplus**  
**SUBJECT: Revenue Certificates of Obligation, Series 2016. *(Rains)***

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**GENERAL INFORMATION**

Consider adoption of an ordinance authorizing the issuance and sale of City of Abilene, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2016, for a public safety facility for records storage, renovations to existing municipal building and parks and recreation improvements; levying an annual ad valorem tax and providing for the security for and payment of said Certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

The proposed FY 2017 tax rate includes \$.0032 per \$100 tax rate for the payment of debt service for these obligations during FY 2017.

**STAFF RECOMMENDATION**

Staff recommends approval of the issuance and sale of the Certificates of Obligation, Series 2016.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
❑ Ordinance	Ordinance
❑ Preliminary Official Statement, Bond Series 2016	Backup Material
❑ Powerpoint - Authorizing Certificates of Obligation, Series 2016	Presentation



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ABILENE, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; APPROVING THE OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

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<b>THE STATE OF TEXAS</b>	<b>§</b>
<b>COUNTIES OF TAYLOR AND JONES</b>	<b>§</b>
<b>CITY OF ABILENE</b>	<b>§</b>

WHEREAS, the City Council of the City of Abilene, Texas (the "Issuer"), deems it advisable to issue Certificates of Obligation in the amount of \$2,000,000 for the purposes hereinafter set forth;

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Subchapter B, Chapter 1502, Government Code;

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation, and said notice has been duly published in a newspaper of general circulation in said City, said newspaper being a "newspaper" as defined in §2051.044, Texas Government Code;

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation;

WHEREAS, it is considered to be to the best interest of the City that said interest-bearing Certificates of Obligation be issued to pay costs related to constructing, improving, acquiring and equipping the public improvements described below; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Abilene, Texas (the "Issuer"), are hereby authorized to be issued and delivered in the aggregate principal amount of \$2,000,000 for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) constructing, improving and equipping a public safety facility for records storage; (ii) constructing and equipping improvements and renovations to existing municipal buildings, including primarily the civic center; (iii) constructing and equipping parks and recreation improvements, including related infrastructure and parking lot rehabilitation; and (iv) legal, fiscal and engineering fees in connection with such projects (collectively, the "Project").



Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF ABILENE, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2016," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated September 1, 2016, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
2017	\$ 130,000		2025	\$ 135,000	
2018	135,000		2026	135,000	
2019	135,000		2027	135,000	
2020	135,000		2028	130,000	
2021	135,000		2029	130,000	
2022	135,000		2030	130,000	
2023	135,000		2031	130,000	
2024	135,000				

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

### Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints U.S. Bank National Association, Dallas, Texas, to serve as paying agent and registrar for the Certificates (the "Paying Agent/Registrar"). The Mayor or City Manager is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as



herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall



receive a Certificate certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(g) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (i) and (j) of this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(h) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(i) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a



registered owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(j) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(k) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(l) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(m) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the initial purchaser of the Certificates or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall insert the Delivery Date on Certificate No. T-1, cancel each of the initial Certificates and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System,



pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF ABILENE, TEXAS	PRINCIPAL AMOUNT \$ _____
COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATE OF OBLIGATION SERIES 2016		

<u>Interest Rate</u>	<u>Delivery Date</u>	<u>Maturity Date</u>	<u>CUSIP No.</u>
	_____, 2016	February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

ON THE MATURITY DATE specified above, the City of Abilene, in Taylor and Jones Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on February 15, 2017 and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of U.S. Bank National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying



Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated September 1, 2016, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$2,000,000 for paying all or a portion of the Issuer's contractual obligations incurred in connection with constructing, improving and equipping a public safety facility for records storage; constructing and equipping improvements and renovations to existing municipal buildings, including primarily the civic center; constructing and equipping parks and recreation improvements, including related infrastructure and parking lot rehabilitation; and legal, fiscal and engineering fees in connection with such projects.

ON FEBRUARY 15, 2026, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such



redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE CERTIFICATES, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i)



during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a limited pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer (or in the City Secretary's absence, by the Assistant City Secretary), and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

\_\_\_\_\_  
(signature)  
City Secretary

\_\_\_\_\_  
(signature)  
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Certificate is not accompanied by an executed Registration  
Certificate of the Comptroller of Public Accounts of the State of Texas)



It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_.

U.S. BANK NATIONAL ASSOCIATION  
Dallas, Texas  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT  
(Please type or print clearly)

For value received, the undersigned hereby sells, assigns and transfers  
unto: \_\_\_\_\_

Transferee's Social Security or Taxpayer Identification Number: \_\_\_\_\_

Transferee's name and address, including zip code: \_\_\_\_\_

\_\_\_\_\_ the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_, attorney, to register the transfer of  
the within Certificate on the books kept for registration thereof, with full power of substitution in the  
premises.

Dated: \_\_\_\_\_.

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

\_\_\_\_\_  
NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.



Witness my signature and seal this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of the State of

Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. \_\_\_\_\_" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ABILENE, TEXAS, in Taylor and Jones Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates
_____	_____	_____

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2017, and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account



at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. All amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by a limited pledge, not to exceed \$1,000, of revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues". The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Article 1208, Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section and Section 9, respectively, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section and Section 9, respectively, is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Certificates of Obligation a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

#### Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance



with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

#### Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.



(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

**Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.**

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.



(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or City Manager, and the Mayor or City Manager is hereby authorized to execute such engagement letter.

#### Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,



(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(9) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the City Manager or the Assistant City Manager/Chief Financial Officer of the Issuer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the



Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

#### Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Certificates are hereby sold and shall be delivered to SAMCO Capital Markets, Inc. and RBC Capital Markets LLC (the "Purchasers"), for the purchase price of \$ \_\_\_\_\_ (representing the par amount of the Certificates of \$40,025,000.00 plus a net original issue premium of \$ \_\_\_\_\_ (premium to be applied as set forth in Section 18) and less an underwriters' discount of \$ \_\_\_\_\_) plus interest accrued thereon to date of delivery (accrued interest to be deposited into the Interest and Sinking Fund) pursuant to the terms and provisions of a Purchase Agreement with the Underwriters. It is hereby officially found, determined, and declared that the Certificates have been sold pursuant to the terms and provisions of a Purchase Agreement in substantially the form presented at this meeting, which the Mayor of the Issuer is hereby authorized and directed to execute. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The initial Certificate shall be registered in the name of SAMCO Capital Markets, Inc. or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated \_\_\_\_\_, 2016, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, City Manager, City Secretary and Director of Finance, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.



Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2016 Combination Tax and Surplus Revenue Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. That as used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board. "Rule"  
means SEC Rule 15c2-12, as amended from time to time. "SEC"  
means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year ending in or after 2016, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 10 of this Ordinance, being the information described in Exhibit A hereto. The City will additionally provide audited financial statements when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2016. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City will file unaudited financial statements within such 12 month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.



(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of Certificateholders;
3. Certificate calls;
4. Release, substitution, or sale of property securing repayment of the Certificates;
5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
6. Appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
6. Tender offers;
7. Defeasances;
8. Rating changes; and
9. Bankruptcy, insolvency, receivership or similar event of an obligated person.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.



(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing



or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and



the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of 6 months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after 6 months from the date of such consent by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

#### Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right



to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the City or the City Council.

Section 16. APPROPRIATION. To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Certificate.

Section 18. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 19. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

(Execution Page Follows)



DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ABILENE,  
TEXAS on this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
Mayor, City of Abilene, Texas

\_\_\_\_\_  
City Secretary, City of Abilene, Texas

[CITY SEAL]

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, City of Abilene, Texas



## EXHIBIT A

### **ANNUAL FINANCIAL STATEMENTS AND OPERATING DATA**

The following information is referred to in Section 13(b) of this Ordinance:

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

-- Tables 1 - 6 and 8 - 15

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# **Ordinance Authorizing City of Abilene, Texas Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2016**

- The bonds will provide the funding for the 2016 CIP Program which includes additional funds for the Police Records Facility building, provide infrastructure improvements to Rose Park for the new Aquatics Center, parking lot rehabilitation for two parks, rebuild the Civic Center stage lift and rehab the Civic Center wall joints for total project costs of \$2,000,000.
- The FY 2017 budget includes \$.0032 per \$100 of the debt service tax rate to fund the principal and interest for FY 2017.







**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO: Robert Hanna, City Manager**

**FROM: Mike Rains, Director of Finance**

**SUBJECT: Ordinance: Authorizing City of Abilene, Texas General Obligation Refunding and Improvement Bonds, Series 2016. (Rains)**

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**GENERAL INFORMATION**

Consider adoption of an ordinance authorizing the issuance and sale of City of Abilene, Texas, General Obligation Refunding and Improvement Bonds, Series 2016, for refinancing outstanding debt and providing funds for projects approved at the May 9, 2015, bond election; levying an annual ad valorem tax and providing for the security for and payment of said Bonds; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

The proposed FY 2017 tax rate includes \$.0325 per \$100 for the payment of the debt service for these obligations during FY 2017.

**STAFF RECOMMENDATION**

Staff recommends approval of the issuance and sale of the General Obligation Bonds, Series 2016

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
❑ Ordinance	Ordinance
❑ Preliminary Official Statement, Bond Series 2016	Backup Material
❑ Powerpoint - Authorizing General Obligation Bonds, Series 2016	Presentation



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ABILENE, TEXAS  
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2016; LEVYING  
AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT  
OF SAID BONDS; APPROVING THE OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE  
DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

---

<b>THE STATE OF TEXAS</b>	<b>§</b>	
<b>COUNTIES OF TAYLOR AND JONES</b>	<b>§</b>	
<b>CITY OF ABILENE</b>	<b>§</b>	

WHEREAS, by virtue of an election held within the City of Abilene, Texas ("the Issuer") on May 9, 2015, this City Council became authorized to issue, sell and deliver the general obligation bonds of the Issuer, of which there have been issued heretofore, are authorized to be issued by this Ordinance, and will remain authorized but unissued hereafter, as described in Schedule I attached hereto and incorporated herein;

WHEREAS, this City Council finds and determines that it is necessary and proper to order the issuance, sale and delivery of such voted bonds;

WHEREAS, there are presently outstanding obligations of the Issuer described in Schedule II attached hereto and incorporated herein (collectively, the "Refunded Obligations");

WHEREAS, Chapter 1207, Texas Government Code, authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207, Texas Government Code, further authorizes the Issuer to enter into an escrow agreement with such paying agent for the Refunded Obligations or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree;

WHEREAS, U.S. Bank National Association, Dallas, Texas, is a paying agent for certain of the Refunded Obligations and the Escrow Agreement, wherein U.S. Bank National Association, Dallas, Texas is the Escrow Agent, hereinafter authorized constitutes an escrow agreement of the kind authorized and permitted by said Chapter 1207;

WHEREAS, the City Council hereby finds and declares a public purpose and it is in the best interests of the Issuer to refund the Refunded Obligations is in order to achieve a debt service savings and to restructure the Issuer's outstanding debt service, and that such refunding will result in a present value debt service savings of approximately \$\_\_\_\_\_ and an actual debt service savings of approximately \$\_\_\_\_\_ to the Issuer;

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;



WHEREAS, the Bonds hereinafter authorized to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Tex. Gov't Code Ann. Chapters 1207 and ch. 1331, as amended; and

WHEREAS, It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The bonds of the City of Abilene, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$40,025,000 for (a) \$11,584,000 for the purpose of refunding certain outstanding obligations of the Issuer; (b) \$28,441,000 for the purposes of (i) constructing, improving, extending, expanding, upgrading and developing streets and roads, including, related utility relocation, landscaping, sidewalks, traffic safety and operational improvements, drainage, the purchase of any necessary right-of-way, and other related costs, (ii) constructing, installing and improving City sidewalks, and the acquisition of land and interests in land necessary therefor, (iii) constructing, improving and equipping public safety facilities for the fire and police departments consisting of fire stations, fire training facility and storage and maintenance facilities, with any surplus funds to be used for the construction, renovation and equipment of fire stations, (iv) constructing, improving and equipping improvements and additions to the City's zoo, and (v) constructing, installing and equipping parks and recreational facilities at Rose Park, including a swimming pool and other aquatic features (the "Improvement Projects"); and paying costs of issuance of the Bonds.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS. Each bond issued pursuant to this Ordinance shall be designated: "CITY OF ABILENE, TEXAS GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2016," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated September 1, 2016, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial bond being made payable to the initial purchaser as described in Section 9 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), and said bonds shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF BOND set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
2017	\$ 900,000		2027	\$ 2,115,000	
2018	795,000		2028	2,185,000	
2019	1,960,000		2029	1,910,000	
2020	2,980,000		2030	1,420,000	
2021	3,055,000		2031	1,490,000	
2022	3,140,000		2032	1,550,000	
2023	3,220,000		2033	1,610,000	



2024	2,420,000	2034	1,675,000
2025	1,985,000	2035	1,745,000
2026	2,055,000	2036	1,815,000

The term "Bonds" as used in this Ordinance shall mean and include collectively the bonds initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

### Section 3. CHARACTERISTICS OF THE BONDS.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints U.S. Bank National Association, Dallas, Texas, to serve as paying agent and registrar for the Bonds (the "Paying Agent/Registrar"). The Mayor or City Manager is authorized and directed to execute and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.



(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(g) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof and the ownership of each such Bond shall be registered



in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (i) and (j) of this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(h) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(i) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(j) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(k) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(l) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi)



shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Bond, in the FORM OF BOND set forth in this Ordinance.

(m) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the President and Secretary of the Board, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall insert the Issuance Date on Bond No. T-1, cancel each of the initial Bonds and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Bond.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS  CITY OF ABILENE, TEXAS GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND SERIES 2016	PRINCIPAL AMOUNT \$ _____
--------	--	---------------------------------

<u>Interest Rate</u>	<u>Delivery Date</u>	<u>Maturity Date</u>	<u>CUSIP No.</u>
	_____, 2016	February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

ON THE MATURITY DATE specified above, the City of Abilene, in Taylor and Jones Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the



"Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on February 15, 2017, and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of U.S. Bank National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.



THIS BOND is one of a series of Bonds dated September 1, 2016, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$40,025,000 for refunding certain outstanding obligations of the Issuer; constructing, improving, extending, expanding, upgrading and developing streets and roads, including, related utility relocation, landscaping, sidewalks, traffic safety and operational improvements, drainage, the purchase of any necessary right-of-way, and other related costs; constructing, installing and improving City sidewalks, and the acquisition of land and interests in land necessary therefor; constructing, improving and equipping public safety facilities for the fire and police departments consisting of fire stations, fire training facility and storage and maintenance facilities, with any surplus funds to be used for the construction, renovation and equipment of fire stations; constructing, improving and equipping improvements and additions to the City's zoo, constructing, installing and equipping parks and recreational facilities at Rose Park, including a swimming pool and other aquatic features; and paying costs of issuance of the Bonds.

ON FEBRUARY 15, 2026, OR ON ANY DATE THEREAFTER, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.



ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.



IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in his absence, by the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

\_\_\_\_\_  
(signature)  
City Secretary

\_\_\_\_\_  
(signature)  
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Bond is not accompanied by an executed Registration  
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_.

U.S. Bank National Association  
Dallas, Texas  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT  
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers  
unto: \_\_\_\_\_

Transferee's Social Security or Taxpayer Identification Number: \_\_\_\_\_

Transferee's name and address, including zip code: \_\_\_\_\_

\_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_, attorney, to register the transfer of  
the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_.

Signature Guaranteed:



NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of the State of

Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. \_\_\_\_\_" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ABILENE, TEXAS, in Taylor and Jones Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
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(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2017, and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which



case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

#### Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the requirements of this subsection, if lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this subsection may be reduced to the extent and by the amount of lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Article 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

#### Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow



agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in Subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in Subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

#### Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In



every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this , in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

#### Section 8. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed by the Bonds (the "Project") are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;



(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of the Bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income



taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the City Administrator or the Finance Director to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Bonds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

#### Section 9. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Bonds are hereby sold and shall be delivered to SAMCO Capital Markets, Inc. and RBC Capital Markets LLC (the "Purchasers"), for the purchase price of \$ \_\_\_\_\_ (representing the par amount of the Bonds of \$40,025,000.00 plus a net original issue premium of \$ \_\_\_\_\_ (premium to be applied as set forth in Section 18) and less an underwriters' discount of \$ \_\_\_\_\_) plus interest accrued thereon to date of delivery (accrued interest to be deposited into the Interest and Sinking Fund) pursuant to the terms and provisions of a Purchase Agreement with the Underwriters. It is hereby officially found, determined, and declared that the Bonds have been sold pursuant to the terms and provisions of a Purchase Agreement in substantially the form presented at this meeting, which the Mayor of the Issuer is hereby authorized and directed to execute. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The initial Bond shall be registered in the name of SAMCO Capital Markets, Inc. or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Purchaser in final form, with such changes therein or additions thereto



as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated \_\_\_\_\_, 2016, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, City Manager, City Secretary and Finance Director, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

**Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.**

(a) The Mayor of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or City Manager, and the Mayor or City Manager is hereby authorized to execute such engagement letter.

**Section 11. INTEREST EARNINGS ON BOND PROCEEDS.** Interest earnings derived from the investment of proceeds from the sale of the Bonds issued for the Improvement Projects shall be used along with other Bond proceeds for the Improvement Projects; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Bond proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

**Section 12. CONSTRUCTION FUND.**

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2016 General Obligation Bonds Construction Fund" for use by the Issuer for



payment of all lawful costs associated with the acquisition and construction of the Improvement Projects as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Bonds issued for Improvement Projects (including investment earnings thereon) in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

### Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board. "Rule"  
means SEC Rule 15c2-12, as amended from time to time. "SEC"  
means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year ending in or after 2016, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 9 of this Ordinance, being the information described in Exhibit A hereto. The Issuer will additionally provide audited financial statements when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2016. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12 month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of



the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of Bondholders;
3. Bond calls;
4. Release, substitution, or sale of property securing repayment of the Bonds;
5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
6. Appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
6. Tender offers;
7. Defeasances;
8. Rating changes; and
9. Bankruptcy, insolvency, receivership or similar event of an obligated person.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to



provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be



inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.



For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

#### Section 15. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the Issuer or the City Council.

Section 16. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. The Mayor or City Manager of the Issuer is hereby authorized and directed to execute and deliver an Escrow Agreement



with U.S. Bank National Association, Dallas, Texas, in substantially the form presented at this meeting, and to authorize and execute such contributions and investments as may be necessary for the Escrow Fund.

Section 17. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) The Issuer hereby directs that the Refunded Obligations be called for redemption on the dates set forth on Schedule II. Each of such Refunded Obligations shall be redeemed at the redemption price of par plus accrued interest. The Mayor of the Issuer is hereby authorized and directed to issue or cause to be provided notice of redemption of the Refunded Obligations to the Paying Agent/Registrars for the Refunded Obligations.

(b) In addition, the Paying Agent/Registrars for the Refunded Obligations are hereby directed to provide the appropriate notices of redemption and defeasance as specified by the ordinances authorizing the issuance of the Refunded Obligations and are hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their respective redemption dates. The Refunded Obligations shall be presented for redemption at the Paying Agent/Registrars therefore, and shall not bear interest after the date fixed for redemption.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds placed in escrow with the Escrow Agent, pursuant to the Escrow Agreement approved in Section 16 of this Ordinance.

Section 18. PREMIUM. The Bonds are being sold at a net premium equal to \$ \_\_\_\_\_. With respect to such premium attributable to the Bonds, \$ \_\_\_\_\_ shall be used to pay costs of issuance (including underwriter's discount), \$ \_\_\_\_\_ shall be deposited to the Interest and Sinking Fund, \$ \_\_\_\_\_ shall be deposited into the Construction Fund for the Street Projects and \$ \_\_\_\_\_ shall be deposited into the Escrow Fund. The \$ \_\_\_\_\_ principal amount of Bonds issued pursuant to the bond election for the Street Projects, plus the premium of \$ \_\_\_\_\_ deposited into the Construction Fund for the Street Projects, results in a total principal plus net premium of \$ \_\_\_\_\_ being issued from the voted authorization for Street Projects.

Section 19. APPROPRIATION. To pay the debt service coming due on the Bonds, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 20. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Bond.

Section 21. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 22. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

(Execution Page Follows)



PASSED, APPROVED AND EFFECTIVE this \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Mayor, City of Abilene, Texas

\_\_\_\_\_  
City Secretary, City of Abilene, Texas

[CITY SEAL]

APPROVED:

\_\_\_\_\_  
City Attorney, City of Abilene, Texas



# SCHEDULE I

## Voted Bonds

Purpose	Amount Authorized	Amount Previously Issued	Unissued Balance	Amount Being Issued
<hr/> May 9, 2016 Election <hr/>				
Prop. 1 - Streets and Roads	\$45,975,000	7,261,750	\$38,713,250	16,354,250
Prop. 2 - Civic Center	2,810,000	2,810,000	-0-	-0-
Prop. 3 - Sidewalks	3,820,000	143,250	3,676,750	1,676,750
Prop. 4 - Fire and Police	12,865,000	6,600,000	6,265,000	5,025,000
Prop. 5 - Zoo	1,030,000	645,000	385,000	385,000
Prop. 6 - Rose Park	6,000,000	1,000,000	5,000,000	5,000,000
Prop. 7 - Splash Pads	2,500,000	1,250,000	1,250,000	-0-
Prop. 8 - Cedar Creek Parkway and Lytle Creek	1,490,000	1,490,000	-0-	-0-
Prop. 9 - Airport	4,200,000	1,800,000	2,400,000	-0-



## SCHEDULE II

### Schedule of Refunded Obligations

Description	Maturity Date	Principal Amount Outstanding	Principal Amount Refunded
Combination Tax and Revenue Certificates of Obligation, Series 2008	2/15/2019	\$ 155,000	\$ 155,000
	2/15/2020	155,000	155,000
	2/15/2021	155,000	155,000
	2/15/2022	155,000	155,000
	2/15/2023	155,000	155,000
Total		\$ 755,000	\$ 755,000

Redemption Date: February 15, 2018

Description	Maturity Date	Principal Amount Outstanding	Principal Amount Refunded
Combination Tax and Revenue Certificates of Obligation, Series 2008A	2/15/2019	\$ 655,000	\$ 655,000
	2/15/2020	680,000	680,000
	2/15/2021	710,000	710,000
	2/15/2022	740,000	740,000
	2/15/2023	770,000	770,000
Total		\$ 3,555,000	\$ 3,555,000

Redemption Date: February 15, 2018

Description	Maturity Date	Principal Amount Outstanding	Principal Amount Refunded
General Obligation Bonds, Series 2008	2/15/2019	\$ 400,000	\$ 400,000
	2/15/2020	400,000	400,000
	2/15/2021	400,000	400,000
	2/15/2022	400,000	400,000
	2/15/2023	400,000	400,000
	2/15/2024	400,000	400,000
	2/15/2025	400,000	400,000
	2/15/2026	400,000	400,000
	2/15/2027	400,000	400,000
	2/15/2028	400,000	400,000
Total		\$ 4,000,000	\$ 4,000,000

Redemption Date: February 15, 2018



<u>Description</u>	<u>Maturity Date</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Refunded</u>
General Obligation Bonds, Series 2009A	2/15/2020	\$ 405,000	\$ 405,000
	2/15/2021	405,000	405,000
	2/15/2022	405,000 <sup>(a)</sup>	405,000
	2/15/2023	405,000 <sup>(a)</sup>	405,000
	2/15/2024	405,000	405,000
	2/15/2025	400,000	400,000
	2/15/2026	400,000	400,000
	2/15/2027	400,000	400,000
	2/15/2028	400,000	400,000
	2/15/2029	400,000	400,000
Total		<u>\$ 4,025,000</u>	<u>\$ 4,025,000</u>

Redemption Date: February 15, 2019

<sup>(a)</sup> Term Certificate maturing February 15, 2023

<u>Description</u>	<u>Maturity Date</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Refunded</u>
Combination Tax and Revenue Certificates of Obligation, Series 2009	2/15/2020	\$ 635,000	\$ 635,000
	2/15/2021	640,000	640,000
	2/15/2022	645,000	645,000
	2/15/2023	650,000	650,000
	2/15/2025	175,000 <sup>(a)</sup>	175,000
	2/15/2026	185,000 <sup>(a)</sup>	185,000
	2/15/2027	190,000 <sup>(b)</sup>	190,000
	2/15/2028	200,000 <sup>(b)</sup>	200,000
	2/15/2029	210,000 <sup>(b)</sup>	210,000
Total		<u>\$ 4,190,000</u>	<u>\$ 4,190,000</u>

Redemption Date: February 15, 2019

<sup>(a)</sup> Term Certificate maturing February 15, 2026

<sup>(b)</sup> Term Certificate maturing February 15, 2029



## EXHIBIT A

### ANNUAL FINANCIAL INFORMATION AND OPERATING DATA

The following information is referred to in Section 13(b) of this Ordinance:

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

-- Tables 1 - 6 and 8 - 15

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# **Ordinance Authorizing City of Abilene, Texas General Obligation Refunding and Improvement Bonds, Series 2016**

- **This issuance is composed of two elements:**
  - **The issuance of \$28,441,000 bonds in conjunction with the voter approved bond election on May 9, 2015**
  - **The refunding of the City's outstanding bond series 2008 Certificates of Obligation, 2008A Certificates of Obligation, 2008 General Obligation, 2009 Certificates of Obligation, and 2009A General Obligation with the issuance of \$11,584,000 in bonds.**
- **The \$28,441,000 from the 2015 bond election will fund the Aquatic Center, anteater and fish pier projects at the zoo, two new fire stations and various sidewalk and street projects.**
- **Remaining unissued General Obligation Bonds from the 2015 bond election will be \$29,249,000 after issuance of these bonds.**
- **The FY 2017 budget includes \$.0325 per \$100 of the debt service tax rate to fund the principal and interest for FY 2017 of the voter approved bonds.**







**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO:** Robert Hanna, City Manager

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

**SUBJECT:** Presentation, Discussion and Action: Pilot, Subscription Based, Single Stream, Automated, Residential Curbside Recycling Program (*Rice*)

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**GENERAL INFORMATION**

This presentation is a follow up presentation and discussion on the process of creating a Pilot, subscription based, single stream, automated, residential curbside recycling program in Abilene, Texas. This presentation will provide the recent history and information collected in the city' effort to create a sustainable residential curbside recycling program.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

Description

Type





**City Council  
Agenda Memo**

**City Council Meeting Date: 8/25/2016**

**TO:** Honorable Mayor and members of the City Council.

**FROM:** Robert Hanna, City Manager

**SUBJECT:** Policy Statement: Consider the adoption of Council Policy 2016-003 - City Sponsored Events. (Hanna)

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**GENERAL INFORMATION**

The City of Abilene does not have an approved list of city sponsored special events. This places staff in the difficult position of having to pick who will or will not receive free or reduced cost services. At times, staff has been at odds with tradition and at odds with the community's expectation.

It would be considered a best practice to have a list of events and the type of sponsorship offered to those events approved by the City Council, if it is indeed the will of the Council to sponsor special events. In light of this, staff has prepared Council Policy Statement 2016-003 - City Sponsored Events. The intent of the policy is to clearly state those events considered "official" city sponsored events. The policy also creates a mechanism whereby the City Manager can add events or limit the City's cost in a sponsorship of an event. All City manager actions are appealable to the City Council as presently written.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

The current list of special events costs the City of Abilene approximately \$38,000 annually.

**STAFF RECOMMENDATION**

Staff recommends approval of the policy as written.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
❑ Policy 2016-003	Exhibit
❑ PowerPoint	Cover Memo







## CITY OF ABILENE, TEXAS

## COUNCIL POLICY STATEMENT

<i>SUBJECT</i>	<i>POLICY NO.</i>	<i>ADOPTED</i>	<i>PAGE</i>
City sponsored events	2016-003	DRAFT	1 of 2

**PURPOSE**

The purpose of this policy is to identify which special events will receive financial or in-kind benefits from the City of Abilene.

**POLICY AND PROCEDURE**

- A. The following special events are of a character or nature that benefits the entire community, provides substantial economic impact, or are of a significant cultural importance to warrant financial or in-kind benefits:

<b>SPONSORED EVENT</b>	<b>SPONSORSHIP TYPES</b>	<b>SPONSORED EVENT</b>	<b>SPONSORSHIP TYPES</b>
ARN 20 under 40	1, 2	MLK Banquet	1, 2
ACU Fireworks	3	MLK March	1, 2, 3
Balloon Fest	5	Qualified Neighborhood Cleanups (see Section C)	5
Barrio Sancudo Reunion	1, 2, 4, 5, 6, 7	Special Olympics	1, 2, 3, 11
CALF Festival	1, 2, 5	State Supported Living Bocce Ball	3
Christmas Lights Parade	8, 9	Storybook Sculptures and Exhibition	1, 2, 11
Claudie Royals Day	1, 2	Texas Mission of Mercy	1, 2, 3
Dyess AFB Special Events	1, 2, 3	United Way BBQ	5
Fun Run	5	United Way Blues Festival	1, 2, 11
Habitat for Humanity – Cantastic Night	5	United Way of Abilene – Annual Luncheon	1, 2, 3
HEB Feast of Sharing	1, 2, 5	VA – Operation Thanksgiving	1, 2
High School Rodeo	5	Veteran’s Day Parade	1, 2, 3, 8
Juneteenth	1, 2, 4, 5, 6, 7	West Texas Fair	5
KEAN Cruise Walk	5	West Texas Fair Parade	1, 9
March of Dimes Walk	5	Western Heritage Classic	5
Mayor’s Walk/Run	1, 2, 3, 5, 8	Western Heritage Rodeo	1, 2, 9
McMurry Homecoming Bonfire	3	World’s Largest BBQ	3, 5

- B. The City of Abilene offers the following sponsorship types:

1. Permit fees are waived;
2. Venue rental fees are waived;
3. Event specific Police and Fire services are provided free of charge;
4. Port-a-lets
5. Solid waste services
6. Temporary outdoor lighting
7. Electrical generation
8. Traffic Control



CITY OF ABILENE, TEXAS

COUNCIL POLICY STATEMENT

<i>SUBJECT</i>	<i>POLICY NO.</i>	<i>ADOPTED</i>	<i>PAGE</i>
City sponsored events	2016-003	DRAFT	2 of 2

- 9. Street Sweeping
- 10. Promotion and Advertising
- 11. City labor as authorized by the City Manager

- C. The City Manager is authorized to approve free, or reduced cost solid waste services to neighborhood associations to assist with City coordinated neighborhood cleanups.
- D. Nothing in this policy limits or otherwise prohibits the City Manager from denying a request for event sponsorship. If in the opinion of the City Manager, an event listed on this sponsorship list is making an unreasonable request of City resources, the City Manager may deny that request. Any denial by the City Manager may be appealed to the City Council if written notice of appeal is submitted to the City Manager at least 30 days prior to the event.
- E. The City Manager is authorized to extend city sponsorship types to new special events upon the written request of the event organizer. Said requests must be submitted at least 90 days prior to the event. The City Manager shall accept or reject the request in writing within 30 days of receiving the written request from the event organizer. Any denial by the City Manager may be appealed to the City Council if written notice of appeal is submitted to the City Manager at least 30 days prior to the event.



# **Council Policy Statement 2016-003**

- **The proposed policy statement will establish an official list of city sponsored events.**
- **The proposed policy includes a mechanism to add events as necessary.**
- **The proposed policy includes a mechanism to limit the City's financial exposure to an event as necessary.**
- **The proposed policy provides an appeals process to the City Council.**

