



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, November 17, 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 Bruce Kreidler

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

4. PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

1. Recognize Wylie Tennis Team won Gold at State Tennis Competition
2. Proclamation - National Home Care and Hospice Month

5. MINUTES

1. Approval of the Minutes from the November 3rd 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:** Authorize City Manager to execute Agreement for Tactics Traffic Engineering Software 100 Basic Support from Iteris, Inc. (*Michael Rice*)
2. **Ordinance:** (*First Reading*) Amending Chapter 15, "Lakes", Article I, "In General", Article II, "Lake Fort Phantom Hill", Article III, "Lake Abilene and Lake Kirby" of the Abilene Code of Ordinances; providing for a severability clause; declaring a penalty; and setting a public hearing on December 1st, 2016.

(Stanley Smith)

3. **Ordinance:** *(First Reading)* **Z-2016-44** A request from St. Ann's Hospital LLC, Agent Chad Baker, to rezone property from MD (Medium Density) Residential to MF (Multi-Family) Residential zoning, located at 1350 Cypress St, and setting a public hearing on December 1st 2016. *(Dana Schoening)*
4. **Ordinance:** *(First Reading)* **Z-2016-45** A request from Hit Ventures LLC, agent Harley Burnett, to rezone property from HI (Heavy Industrial) to LI (Light Industrial) zoning, located at 720 China St., Legal description being OT ABILENE, BLOCK 164, LOT SOUTH 31.64' OF LOT 25, ALL OF 26-27 & THE NORTH 35 FEET OF LOT 28; and setting a public hearing for December 1st 2016. *(Dana Schoening)*

7. REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

1. **Oral Resolution & Public Hearing:** Application/Permit to Drill and/or Operate an Oil and/or Gas well Bob Hughes Oil Co., LLC: "Hantman #1", Permit No. 817746, located at 3060 West Overland Trail. *(Michael Rice)*
2. **Resolution:** Award bid to Justice Construction, Inc. for the Scarborough Park concession building improvements and the Lake Kirby Park softball bathroom expansion. *(Wayne Lisenbee)*
3. **Discussion:** Provide Direction on Proposed Changes to the City's Budget Process. *(Robert 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)

- A) TML-IRP Roofs
- B) Transfer of public property to Taylor County

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 42nd Judicial District Court, Taylor County, Texas, filed June 24, 2016
10. Mike Rodriguez, Lauren Rodriguez, Laura Gentry Edwards, Mike Gentry, and Lucy Gentry v. City of Abilene, Case No. 1-16CV-080-BL; In the United States District Court, Northern District of Texas, Abilene Division, filed May 17, 2016, served September 2, 2016
11. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016

2. 551.072 (Deliberations about Real Property)

- A) Transfer of public property to Taylor County

3. 551.073 (Deliberations about Gifts and Donations)

4. 551.074 (Personnel Matters)

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

5. 551.087 (Business Prospect/Economic Development)

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6. 551.076 (Deliberations about Security Devices)

9. RECONVENE

1. Action if needed from Executive Session.

10. 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 October, 2016, at _____.

Danette Dunlap, City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 11/17/2016

TO: Robert Hanna, City Manager

FROM: Michael Rice, Director of Public Works

SUBJECT: Resolution: Authorize City Manager to execute Agreement for Tactics Traffic Engineering Software 100 Basic Support from Iteris, Inc. (Michael Rice)

GENERAL INFORMATION

In August 2014, the City of Abilene licensed from Iteris, Inc. certain Tactics Traffic Engineering Software, with a two-year maintenance and support services agreement. The maintenance and support services agreement has expired. The City of Abilene has received a quote from Iteris, Inc. for continued Tactics Traffic Engineering Software support services. Iteris, Inc. is a sole source provider for their Tactics Traffic Software support. This software is constantly updated with new features, bug fixes, and advanced technology.

SPECIAL CONSIDERATIONS

Prices for maintenance and support will continue to rise. The quote from Iteris, Inc. locks the annual price of software support at \$10,000 per year for the next five (5) year period.

FUNDING/FISCAL IMPACT

Funding for this project is currently available in the Information Technology Fund. Traffic Services will be billed for the software support services by Information Technology over the next 5 years. Purchasing a 5 year block of software support services locks in the current annual cost, and avoids anticipated price increases over the next 5 years.

STAFF RECOMMENDATION

Staff recommends that the Council authorize the Tactics Traffic Engineering Software support services with Iteris, Inc. in the amount of \$50,000.

BOARD OR COMMISSION RECOMMENDATION

N/A.

ATTACHMENTS:

Description	Type
❑ Iteris Quote: 102116-2-JGD	Exhibit
❑ Resolution	Resolution Letter

- ▣ Terms & Conditions
- ▣ Pres

Backup Material
Cover Memo



JOHN DRAKE
1700 Carnegie Ave. Suite 100
Santa Ana, CA 92705-5551
Phone: (512)592-9567
email: jgd@iteris.com, web site: www.iteris.com

EQUIPMENT QUOTE
Quote #: 102116-2-JGD

Abilene, City of
 774 Sandy Lane,
 Abilene, TX 79601



Agency: ABILENE
 Project Name: TACTICS BASIC SUPPORT (5 YEAR)

October 21, 2016

ITEM #	DESCRIPTION	NOTES	QTY	SUPPLIER	UNIT PRICE	EXT. PRICE
TACTICS 100 BASIC SUPPORT 1ST YEAR	ONE YEAR BASIC SUPPORT W/AVAILABLE UPGRADES		1		\$10,000.00	\$10,000.00
2ND YEAR BASIC SUPPORT	ONE YEAR BASIC SUPPORT W/AVAILABLE UPGRADES		1		\$10,000.00	\$10,000.00
3RD YEAR BASIC SUPPORT	ONE YEAR BASIC SUPPORT W/AVAILABLE UPGRADES		1		\$10,000.00	\$10,000.00
4TH YEAR BASIC SUPPORT	ONE YEAR BASIC SUPPORT W/AVAILABLE UPGRADES		1		\$10,000.00	\$10,000.00
5TH YEAR BASIC SUPPORT	ONE YEAR BASIC SUPPORT W/AVAILABLE UPGRADES		1		\$10,000.00	\$10,000.00
Fax or email Purchase Orders to: Marilyn Holden, (949) 270-9441, mdh@iteris.com, please include quote number on your purchase order					SUBTOTAL	\$50,000.00
Quote Terms: Net 30 days, subject to credit approval and Iteris Standard Terms & Conditions unless negotiated in writing with Iteris, Inc. prior to purchase.					FREIGHT	PPD
Prices are valid for 30 days from the date of quote unless extended in writing.					TAX	0.00%
FOB Destination, freight included, does not include insurance. Equipment from this quote may only be installed in the State of Texas.					DISCOUNT	0.00%
This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at http://www.iteris.com/RS-Std-TC.pdf , which are incorporated herein by this reference.					TOTAL	\$50,000.00

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
ITERIS, INC. FOR TACTICS TRAFFIC SOFTWARE MAINTENANCE AND SUPPORT
SERVICES.**

WHEREAS, on August 28, 2014, the City of Abilene ("City") purchased Tactics-100 Central Traffic Software from Iteris, Inc., along with a maintenance and support service agreement; and

WHEREAS, the current maintenance and support service agreement has expired; and

WHEREAS, the City has received a quote from Iteris, Inc. for a five-year service agreement; and

WHEREAS, costs for maintenance and support service continue to increase, and is anticipated to increase over the next five year period; and

WHEREAS, a five-year agreement will lock-in the City's cost at \$10,000 per year; and

WHEREAS, funding for this maintenance and support service agreement is available in the Information Technology Fund.

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

Part 1: That the City Manager is hereby authorized to execute an agreement with Iteris, Inc. to provide basic maintenance and support services for Tactics-100 Central Traffic Software for a period of five-years in the total amount of \$50,000.

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

ADOPTED this 17th day of November, 2016.

ATTEST:

Danette Dunlap, City Secretary

Norman Archibald, Mayor

APPROVED:

Stanley Smith, City Attorney

Iteris Roadway Sensor Products
Standard Terms and Conditions of Sale



1. Sole Agreement. These Standard Terms and Conditions of Sale for the sale and purchase of goods and services between Iteris, Inc. ("Iteris") and the purchaser or buyer ("Purchaser") indicated on the face of the price quotation, proposal, contract, sales order or offer from Iteris constitute the entire agreement between Iteris and Purchaser (the "Agreement") and supersede any prior agreement or understanding, whether oral or written, relating to the subject matter of this Agreement. Iteris shall not be bound by any terms or conditions not set forth in this Agreement, including but not limited to, any purchase order or purchase contract ("Order") from Purchaser that is in any way inconsistent with or in addition to this Agreement. This Agreement may not be expanded or modified except by an instrument in writing executed by an authorized representative of Iteris. Iteris' acceptance of Purchaser's Order shall not be deemed an acceptance of any modification to any term or condition contained herein, but rather an acceptance of Purchaser's agreement to purchase goods and services upon the terms set forth in this Agreement. All Orders, whether or not based on specific quotations, are subject to Iteris' acceptance by an authorized Iteris representative.

2. Shipment. All prices are in United States Dollars (USD or \$) and quoted FCA (Free Carrier at named point, Incoterms® 2010), or in jurisdictions that have not adopted Incoterms®, FOB at the shipping point of Iteris, Inc. Title to goods sold hereunder (individually, a "Product" and collectively, "Products") shall pass to the Purchaser upon delivery of Products to the carrier. Iteris, however, retains a security interest and a vendor's lien against the Products until payment in full is received. Purchaser agrees to perfect and maintain such security interest for Iteris. In the absence of specific written instructions that Iteris has accepted, Iteris will ship Products by what it deems to be the most appropriate method for shipment. Although Iteris may transact for carriage, all freight charges and insurance premiums will be for the account of Purchaser. Upon delivery to the carrier, Purchaser assumes all risk of loss. Any such loss shall not relieve Purchaser of its obligation to pay Iteris in full for Products, freight and insurance. Purchaser shall have the right to negotiate with the carrier and/or insurer to recoup its loss.

3. Delivery. Standard shipments to Purchaser will be approximately 30-45 days after receipt of an Order. In the event that Purchaser requests a guaranteed ship date, Iteris reserves the right, after notice to Purchaser, to include in the final purchase price any expenses which increase the cost of production or delivery, including but not limited to, expediting and overtime expenses, parts procurement premiums, etc. Iteris reserves the right to ship complete orders in advance of the ship dates specified and, with prior approval from Purchaser, partial orders. Iteris shall not be liable for either delays in delivery or the failure to manufacture if such delay or failure is due to causes beyond Iteris' reasonable control, including but not limited to, acts of God, acts or omissions of either Purchaser or third parties, intervention of any government authority, strikes, lockouts or other labor disturbances, floods, fires, earthquakes, epidemics, quarantines, riots, wars, delays in transportation, or where Iteris is unable to obtain necessary labor, materials or manufacturing facilities. In the event of such delay or failure, the delivery date shall be extended for a period equal to the time lost by reason of the delay or failure.

4. Payment Terms. Unless an authorized Iteris representative agrees upon different credit terms in writing at the time of acceptance of Purchaser's order, the standard terms of payment shall be cash or wire transfer of funds in advance of shipment or, for international shipments, Irrevocable Sight Letter of Credit collectable within thirty (30) days after shipment. Iteris' obligation to deliver Products is subject to Purchaser's compliance with the foregoing payment terms, or in the event credit is granted by Iteris, any such credit terms provided. Iteris may at any time, in its reasonable business judgment, if the financial condition of Purchaser warrants, either alter the credit terms or suspend credit and delay delivery until such time as the revised credit terms are met. Iteris shall have the right to cancel any unfilled order, or delay its shipment, for failure of Purchaser to meet its payment schedule or obligations. In the event any payment is not made when due, Iteris shall have the right to accelerate the due date of the entire unpaid balance and to increase the unpaid balance of the sales price at the rate of one percent (1%) per month, or the maximum

allowed by law, on the unpaid balance until the account is paid in full, in addition to any reasonable attorneys' fees or other collection expenses.

5. Taxes. All prices are exclusive of any and all taxes, duties, tariffs, fees, or assessments, including but not limited to sales, use, excise, VAT, or similar taxes and export or import duties or fees applied to the sale or to the Products sold, by any United States or foreign federal, state, provincial, or local governmental body. Any such taxes that must be paid by Iteris shall be separately itemized on Iteris' invoice and paid by Purchaser, or in lieu thereof, Purchaser shall furnish Iteris a properly executed tax exemption certificate prior to shipment.

6. Limited Warranty.

Iteris Hardware Products: Unless otherwise specified in writing by an authorized Iteris representative, hardware Products marked as manufactured by or for Iteris or marked with an Iteris brand or trademark are warranted, at the time of shipment to Purchaser, to conform to Iteris' published specifications and to be free from defects in material and workmanship. The occurrence of any of the following terminates Iteris' Limited Warranty: (i) a Product fails as the result, in whole or in part, of modification or repair of the Product not conducted in conformity with Iteris' approved procedures; (ii) a Product fails as the result, in whole or in part, of improper or insufficient maintenance; (iii) a Product is damaged due to, in whole or in part, electrical power surge, lightning strike, accident, negligence, improper storage, incorrect installation, incorrect operation, unusual deterioration due to physical environments in excess of limits set forth in Product manuals, or any other type of abuse or misuse; or (iv) the removal of serial numbers, or the removal, mutilation or defacement of any part of a Product. As a condition to making any claim under this Limited Warranty, Purchaser must request a Return Material Authorization ("RMA") before the Limited Warranty terminates or expires. Provided that the Limited Warranty has not terminated or expired, Iteris shall issue the RMA and Purchaser shall have the right to return the non-conforming Product, transportation prepaid, to Iteris for repair or, solely at Iteris' option, replacement with new or reconditioned materials. Except for repair or replacement, Iteris shall be under no other liability to Purchaser. ***This is a Limited Warranty only and, unless otherwise specified in writing by Iteris, shall expire thirty-six (36) months after the date of shipment of each unit of Product to Purchaser.*** Repaired or replaced Products have a Limited Warranty for the greater of ninety (90) days from the time of shipment or the remainder of the original warranty period.

Iteris Software Products: Unless otherwise specified in writing by an authorized Iteris representative, software Products marked as manufactured by or for Iteris or marked with an Iteris brand or trademark are warranted to the licensed End User in accordance with the software license and warranty packaged with the software.

Non-Iteris Products. Hardware or software Products marked as manufactured or produced by others or marked with a brand or trademark of a party other than Iteris are warranted, if at all, by the manufacturer or producer to the End User in accordance with the warranty documentation provided by the manufacturer or producer.

NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING BY LAW, CUSTOM OR CONDUCT, SHALL BE APPLICABLE. NO REPRESENTATION OR WARRANTY BY PURCHASER SHALL EXTEND THE LIABILITY OR RESPONSIBILITY OF ITERIS BEYOND THE TERMS OF THIS PROVISION. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. IN NO EVENT SHALL ITERIS HAVE ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF THE PRODUCTS, OR AN INABILITY TO USE PRODUCTS EITHER SEPARATELY OR IN COMBINATION WITH OTHER SOFTWARE, EQUIPMENT OR MATERIALS, OR FROM ANY OTHER CAUSE.

Iteris Roadway Sensor Products
Standard Terms and Conditions of Sale



7. Return Material Authorizations. Upon request by Purchaser for an RMA whether for repair, replacement, or credit, Iteris agrees that it will either issue such RMA or provide Purchaser with a written explanation for its refusal to issue the RMA within thirty (30) days of the request by Purchaser. If Iteris provides a Field Replaceable Unit ("FRU") or replacement Product in advance of receipt of an authorized return and does not receive the returned unit within 30 days of shipment, Purchaser will be invoiced for the FRU or replacement. Purchaser shall pay all shipping costs for items returned to Iteris. For items repaired or replaced under a valid warranty claim, Iteris shall pay shipping costs for return of repaired or replaced item to Purchaser.

8. Intellectual Property Indemnification. Iteris shall indemnify and hold harmless Purchaser and its customers from loss, damage or liability for infringement of a United States (U.S.) patent or U.S. copyright ("intellectual property") arising out of the sale or use of Iteris Products delivered to Purchaser hereunder (the "Indemnity"); provided that Purchaser notifies Iteris in writing within ten (10) days of Purchaser's first notice of an infringement claim, threat or suit ("Infringement Claim") and fully cooperates with Iteris in the defense of such Infringement Claim and the avoidance of infringement by, including but not limited to, providing Iteris any requested authority, information, and assistance necessary. Iteris shall be entitled, at its election, to assume the defense of any Infringement Claim. The foregoing Indemnity shall not apply when normally non-infringing Iteris Products are rendered infringing by (i) Purchaser's or its customer's alteration of Iteris Products or the operation thereof, (ii) use of Iteris Products in combination with other equipment or software, or (iii) Iteris' modification of its products in compliance with the Purchaser's specifications or instructions. Iteris shall have the right to resolve any Infringement Claim in the manner it deems appropriate, including, but not limited to, (i) obtaining a license from the owner of the alleged infringed intellectual property, (ii) rescinding the purchase of the Iteris Product, or (iii) modifying or replacing the alleged infringing Product with non-infringing Product. The foregoing Indemnity shall not extend to claims based on infringement of intellectual property outside the United States of America. Iteris' sole obligation and liability to Purchaser and its customers with respect to indemnification of claims shall be as set forth in this paragraph and specifically excludes indemnification for consequential damages, incidental damages, punitive damages, and attorneys' fees.

9. Product Liability, Mutual Indemnification. In the event Purchaser receives a claim that a Product or any component thereof, delivered by Iteris to Purchaser, has caused personal injury or damage to property of others, Purchaser shall immediately, but in no circumstances in less than ten (10) days, notify Iteris in writing of all such claims. Iteris shall indemnify and hold harmless the Purchaser for any costs or damages to the extent caused by the defective Product or the negligence of Iteris, its agents, or its employees, and Iteris shall be entitled, at its election, to assume the defense of any claims related thereto. Purchaser shall indemnify, defend and hold harmless Iteris from and against all claims, demands, losses and liability arising out of damage to property or injury to persons caused by or in connection with the products, acts or omissions of Purchaser and its agents and employees, and from and against all claims, demands, losses and liability for costs or fees, including reasonable attorneys' fees in connection therewith.

10. Arbitration. It is the intent of the parties that any controversy will be elevated to the highest management levels within the respective organizations in an attempt to resolve the matter most efficiently. If the parties are unable, after good faith negotiations, which each hereby covenants to undertake, to resolve any dispute, claim or controversy arising between them, the parties hereby expressly agree that the exclusive means of resolving any such dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration. If the Purchaser has an office located in the United States, arbitration shall be conducted under the Streamlined Arbitration Rules and Procedures of JAMS, a national alternative dispute resolution service (www.jamsadr.com) and shall be conducted in the English language, in

Los Angeles, CA USA, by one (1) arbitrator appointed in accordance with said rules. If the Purchaser does not have an office in the United States, arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce and be conducted in the English language, in New York, NY, USA, by one (1) arbitrator appointed in accordance with said Rules of Arbitration. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction nor shall it preclude Iteris from any pursuit allowed by the full extent of the law for collection of amounts owed by Purchaser under any credit arrangement. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

11. Product Modifications. Iteris reserves the right, at any time and without notice to Purchaser, to modify Products, in whole or in part, to include therein changes deemed appropriate by Iteris which do not adversely affect the form, fit or function of the Products, and without incurring any liability, to change or modify any Product previously delivered, or to supply new Products in replacement thereof.

12. Export Responsibility. All sales hereunder shall at all times be subject to the export control laws and regulations of the U.S. government. Purchaser agrees that it shall not make any disposition, by way of transshipment, re-export, diversion or otherwise, except as said laws and regulations may expressly permit, of U.S. origin goods purchased from Iteris, other than as to the ultimate country of destination specified on Purchaser's order and/or declared as the country of ultimate destination on Iteris' invoices.

13. General.

- a) No modification of a quotation or a resulting order shall be binding unless in writing signed by an authorized representative of Iteris.
- b) No waiver by either party of any default shall be deemed a waiver of any subsequent default.
- c) Purchaser shall not assign its Order or any interest therein or any rights hereunder without the written consent of Iteris, and any such purported assignment shall be null and void and of no affect whatsoever.
- d) Purchaser agrees that it will not modify, reproduce, reverse engineer, reverse compile, disassemble, translate, de-compile, deconstruct or decrypt, the whole or any part of the Products, including any software embedded therein.
- e) All quotations and any resulting order shall be construed, interpreted and governed by the laws of the State of California, USA, but specifically excluding any International Convention regarding the International Sales of Goods. Should any court of competent jurisdiction determine any portion hereof illegal or against public policy, such determination shall not affect that portion herein that is not illegal or against public policy. In the event that the federal, state, provincial, city or local government or any bureau or agency thereof, should promulgate any law, rule or regulation affecting prices, deliveries or any other term of a contract resulting from a quotation, then, at the option of Iteris communicated to the Purchaser in writing within a reasonable time, the contract between Iteris and the Purchaser may be either terminated by Iteris and be of no force and effect and the parties shall be restored to the position they occupied before the contract was executed, or Iteris may make such changes in the price, delivery schedule and terms as Iteris in its reasonable business judgment may deem necessary to comply with such law, rule or regulation.

Tactics 100 Basic Support

Yearly Maintenance of Traffic Signal Software.



Proposed Software Maintenance Facts

- Tactics 100 Basic software is used for the daily operations of Traffic Signals in Abilene
- Current Annual Cost of Software Maintenance is \$10,000/year
- Future cost of the Annual Maintenance is scheduled to increase
- Iteris is the sole source for this software support service
- Iteris is willing to provide 5 years of support at a cost of \$10K/year
- Funds are currently available for this purchase in Information Tech (IT)
- IT will bill Traffic Services for this cost at a monthly rate over 5 years





**City Council
Agenda Memo**

City Council Meeting Date: 11/17/2016

TO: Robert Hanna, City Manager

FROM: Stanley Smith, City Attorney

SUBJECT: Ordinance: (First Reading) Amending Chapter 15, “Lakes”, Article I, “In General”, Article II, “Lake Fort Phantom Hill”, Article III, “Lake Abilene and Lake Kirby” of the Abilene Code of Ordinances; providing for a severability clause; declaring a penalty; and setting a public hearing on December 1st, 2016. (Stanley Smith)

GENERAL INFORMATION

City of Abilene ordinances that regulate fishing at Lake Kirby, Lake Abilene, and Lake Fort Phantom Hill were originally adopted in 1965. Such ordinances have since been pre-empted by State Law and need to be amended in order to comply with Texas Parks and Wildlife Department (“TPWD”) regulations.

The Wildlife Conservation Act of 1983 (the “Act”) provides the TPWD with authority over the, “means, methods, and places” in which an individual may take wildlife resources from within the State. Tex. Parks & Wild. Code § 61.052. This authority applies regardless of whether a separate public entity may own or control the land upon which a body of water is situated. Op. Tex. Att’y Gen. LO-98-064.

The Texas Attorney General has interpreted the legislative intent of the Act to give “exclusive jurisdiction” to TPWD to regulate the means, methods, manners and places by which one may take or possess fish. Other Attorney General Opinions indicate that the intent of the Legislature with the Act was to “preempt the field” with regard to regulations on the means or methods of taking wildlife, such as bag or size limits. Therefore, the Act prevails over any such local laws that regulate the same area in which TPDW has been given authority.

Chapter 15 of the City of Abilene Code of Ordinances includes several prohibitions on the times, places, methods, and means of taking fish from Lakes Kirby, Abilene, and Lake Fort Phantom Hill. Since the State Legislature has given exclusive jurisdiction to TPWD through the Act over the subject matter of these ordinances, these City Ordinances should be amended in order to comply with State Law. All proposed amendments to Chapter 15 remove any City regulation of fishing at the aforementioned lakes.

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

The ordinance changes would have little to no fiscal impact.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

Not applicable.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> Ordinance Exhibit	Exhibit
<input type="checkbox"/> Presentation	Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE AMENDING CHAPTER 15, LAKES, ARTICLE I. IN GENERAL, SECTION 15-4, "FISHING REGULATIONS," AND SECTION 15-5, "FISHING FROM BRIDGES, CULVERTS, PROHIBITED;" ARTICLE II. LAKE FORT PHANTOM HILL, DIVISION 1. GENERALLY, SECTION 15-18, "PROHIBITED AREAS," ARTICLE III. LAKE ABILENE AND LAKE KIRBY, SECTION 15-72, "ENFORCEMENT," SECTION 15-73, "PROHIBITED AREAS," SECTION 15-74, "FISHING REGULATIONS," AND SECTION 15-75, "LAKE ABILENE HOURS OF OPERATION," OF THE ABILENE MUNICIPAL CODE AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, City of Abilene ("City") ordinances that regulate fishing at Lake Kirby, Lake Abilene, and Lake Fort Phantom Hill were originally adopted in 1965; and

WHEREAS, such ordinances have since been pre-empted by State Law and need to be amended in order to comply with Texas Parks and Wildlife Department ("TPWD") regulations; and

WHEREAS, the Wildlife Conservation Act of 1983 (the "Act") provides the TPWD with authority over the "means, methods, and places" in which an individual may take wildlife resources from within the State; and

WHEREAS, this authority applies regardless of whether a separate public entity may own or control the land upon which a body of water is situated; and

WHEREAS, the Texas Attorney General has interpreted the legislative intent of the Act to give "exclusive jurisdiction" to TPWD to regulate the means, methods, manners and places by which one may take or possess fish, and that the intent of the Legislature with the Act was to "preempt the field" with regard to regulations on the means or methods of taking wildlife, such as bag or size limits; and

WHEREAS, the Act preempts any local laws that regulate the same area in which TPDW has been given authority; and

WHEREAS, Chapter 15 of the City of Abilene Code of Ordinances includes several prohibitions on the times, places, methods, and means of taking fish from Lakes Kirby, Abilene, and Lake Fort Phantom Hill; and

WHEREAS, these City Ordinances should be amended in order to comply with State Law and remove any City regulation of fishing at the aforementioned lakes.

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

PART 1: That Chapter 15, Article I, Sections 15-4 and 15-5, Article II, Section 15-18, Article III, Sections 15-72, 15-73, 15-74, and 15-75, of the Code of Ordinances, City of Abilene, Texas, are hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.

PART 2: That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

PART 3: That any person, firm, or corporation violating the provisions of this Ordinance, shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.

Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. 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 FIRST READING this 17th day of November, 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 _____ day of _____, 2016, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 1st day of December, 2016, to permit the public to be heard. 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 1st day of December, 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT “A”

LAKES

ARTICLE I. IN GENERAL

Sec. 15-4. Fishing regulations.

The general laws of the state, ~~except as specifically provided through proper ordinances and regulations of the city,~~ shall control the taking of fish from any lake.

~~Sec. 15-5. Fishing from bridges, culverts, prohibited.~~

~~It shall be unlawful for any person to fish from any bridge or culvert spanning any portion of any lake.~~

ARTICLE II. LAKE FORT PHANTOM HILL

DIVISION 1. GENERALLY

Sec. 15-18. Prohibited areas.

(a) A prohibited area is hereby established surrounding the water intake pump station on the east shore of Lake Fort Phantom Hill, within a five hundred (500) foot radius of the pump station. Boating, skiing, swimming, ~~fishing~~ or any other activity is hereby prohibited within the buoys marking the boundary of this area. However, persons owning or leasing property the shoreline of which is within the five hundred (500) foot area shall be allowed to operate a boat at a speed which produces no white wake from their property to the nearest point outside the prohibited area, and return only.

(b) A prohibited area is hereby designated within a fifty (50) foot radius of the control tower located near the east end of the dam at Lake Fort Phantom Hill. No boating, skiing, ~~fishing~~, swimming, or any other activity is allowed in the prohibited area.

ARTICLE III. LAKE ABILENE AND LAKE KIRBY

Sec. 15-72. Enforcement.

The chief of police or any city policemen or other peace officers or any person employed or designated through agreement as having control or responsibility for the lake by the city shall have full power and authority to enforce this article and other ordinances made in relation to the regulation of police conditions on either Lake Abilene or Lake Kirby. ~~Such officers or specially employed persons shall at all times have the power to seize and take possession of all fish taken in violation of the terms of this division while in possession of or in control of the offender.~~ Such officer and employees may arrest without warrant persons violating this division or other similar ordinances and may deliver the offender to the proper authorities where complaint may be filed and prosecution had in terms of the law for such violation.

Sec. 15-73. Prohibited areas.

- (a) No person shall operate a water vessel ~~or fish~~ in the waters of Lake Abilene at a distance of less than two hundred (200) feet from the water intake.
- (b) Swimming is prohibited in all areas of Lake Kirby.
- (c) Operation of small recreational water vessels, e.g., jet skis and wind/surf craft, is prohibited at Lake Kirby and Lake Abilene.
- (d) No person shall drive, park or otherwise place a motor vehicle, motorcycle, dirt bike, 4-wheeler or other wheeled-recreational vehicle, nor place any other obstruction, upon the bed of Lake Abilene or Lake Kirby.
- (e) Nothing in this section shall be construed as prohibiting any use authorized by the city or the operation of water vessels (other than those listed in (c) above) upon the waters of said lakes nor the launching of water vessels at launching ramps at said lakes through the use of a motor vehicle or through the use of other lawful means.

~~Sec. 15-74. Fishing regulations.~~

~~No person shall enter the premises of either Lake Abilene or Lake Kirby and seine either of such lakes or wade therein or use what is commonly known as a trotline. No person shall fish in either Lake Kirby or Lake Abilene with more than two (2) lines with more than two (2) hooks each. No person shall buy or sell, offer for sale, offer to buy or have in his possession to sell, carry, transport or ship for the purpose of sale, barter or exchange any fish taken from the waters of Lake Abilene or Lake Kirby.~~

Sec. 15-75. Lake Abilene hours of operation.

Lake Abilene shall be closed to all recreational uses including but not limited to swimming, ~~fishing~~, boating, or camping, between sunset of one day and sunrise of the following day except by special permission from the director of water utilities.

Amendment to Chapter 15 – Fishing Regulations

1. The Wildlife Conservation Act of 1983 (“Act”) provides the Texas Parks and Wildlife Department (“TPWD”) with authority over the “means, methods, and places” in which an individual may take wildlife resources from within the State.
2. The Act preempts any local laws or regulations of the same areas in which the TPDW has been given authority, including fishing in City of Abilene lakes.



3. Chapter 15 of the City of Abilene, Code of Ordinances includes several prohibitions on the times, places, methods, and means of taking fish from Lake Kirby, Lake Abilene, and Lake Fort Phantom Hill.

4. These ordinance provisions should be amended in order to comply with State Law and remove any City regulation of fishing at the aforementioned lakes.





**City Council
Agenda Memo**

City Council Meeting Date: 11/17/2016

TO: Robert Hanna, City Manager

FROM: Dana L. Schoening, Director, Planning and Development Services

Ordinance: *(First Reading)* Z-2016-44 A request from St. Ann's Hospital LLC, Agent Chad Baker, to rezone property from MD (Medium Density) Residential to MF (Multi-Family) Residential zoning, located at 1350 Cypress St, and setting a public hearing on December 1st 2016. *(Dana Schoening)*

GENERAL INFORMATION

The subject parcel totals approximately 1.32 acres and is currently zoned MD (Medium Density Residential). The properties directly surrounding the subject area are zoned MD, there is O (Office) zoning to the west, and HC (Heavy Commercial) to east.

Currently, the subject property is zoned MD and is occupied by vacant structures. The zoning change to MF (Multi-Family) would allow for the number of units to increase from 12 to 24 per acre. This increase in units would allow for Central Dallas Community Development Corp. to accommodate the community's need for low income apartments. The intent is to give the homeless and low income population the opportunity to enter into a standard 1-year lease agreement at an affordable cost. An accessory use of the development will be the location of one case manager office at the property to service the residents. This office will operate during regular business hours only.

Originally, this address was an 18-bed DeBerry Clinic. In 1940 the Sisters of Divine Providence turned the existing clinic into a 36 bed hospital called St. Anne's. In 1968, St. Anne's closed, however, and in 1983 the property was rezoned to MD to accommodate duplexes built for the Marbridge Villa Skilled Nursing Center for mentally challenged adults. This organization has since moved to the Austin area, and the building has been vacant since its closure.

The Future Land Use section of the Comprehensive Plan designates this property as the 'residential'. Thus, the requested zoning is compatible with the Future Land Use Map and the adjacent properties. It is believed that the rezoning from MD to MF will support the revitalization and adaptive reuse goals for the area.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of six (6) in favor (Bixby, Dunnahoo, Famble, Rosenbaum, Calk and McClarty) and one (1) abstained (Smith).

ATTACHMENTS:

Description	Type
❑ Ordinance Exhibit	Exhibit
❑ Staff Report	Backup Material
❑ PowerPoint Presentation	Presentation
❑ Ordinance Cover	Cover Memo

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from MD (Medium Density) to MF (Multiple-Family Residential) zoning.

Legal Description:

OT ABILENE, BLOCK 202, LOT 201 REPLAT S1/2, ACRES 1.321



Location:
1350 and 1354 Cypress St.

-END

ZONING CASE Z-2016-44

STAFF REPORT



APPLICANT INFORMATION:

John Greenan with St. Anne's Hospital LLC
Agent: Chad Baker

HEARING DATES:

P & Z Commission: November 7, 2016
City Council 1st Reading: November 17, 2016
City Council 2nd Reading: December 1, 2016

LOCATION:

1350 Cypress St.

REQUESTED ACTION:

Rezone property from an MD (Medium Density)
Residential zone to a MF (Multi Family
Residential) district

SITE CHARACTERISTICS:

The subject parcel totals approximately 1.32 acres and is currently zoned MD (Medium Density) Residential. The properties directly surrounding the subject area are zoned MD, there is O (Office) zoning to the west, and HC (Heavy Commercial) to east.

ANALYSIS:

- Zoning History

Originally, this address was an 18-bed DeBerry Clinic. In 1940 the Sisters of Divine Providence turned the existing clinic into a 36 bed hospital called St. Anne's. In 1968, St. Anne's closed, however, and in 1983 the property was rezoned to MD to accommodate duplexes built for the Marbridge Villa Skilled Nursing Center for mentally challenged adults. This organization has since moved to the Austin area, and the building has been vacant since its closure.

- Current Planning Analysis

Currently, the subject property is zoned MD and is occupied by vacant structures. The zoning change to MF (Multi Family) would allow for the number of units to increase from 12 to 24 per acre. This increase in units would allow for Central Dallas Community Development Corp. to accommodate the community's need for low income apartments. The intent is to give the homeless and low income population the opportunity to enter into a standard 1-year lease agreement at an affordable cost. An accessory use of the development will be the location of one case manager office at the property to service the residents. This office will operate during regular business hours only.



- Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this property as the 'residential'. Thus, the requested zoning is compatible with the Future Land Use Map and the adjacent properties. It is believed that the rezoning from MD to MF will support the revitalization and adaptive reuse goals for the area.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommends approval of this request by a vote of six (6) in favor (Bixby, Dunnahoo, Famble, Rosenbaum, Calk and McClarty) and one (1) abstained (Smith).

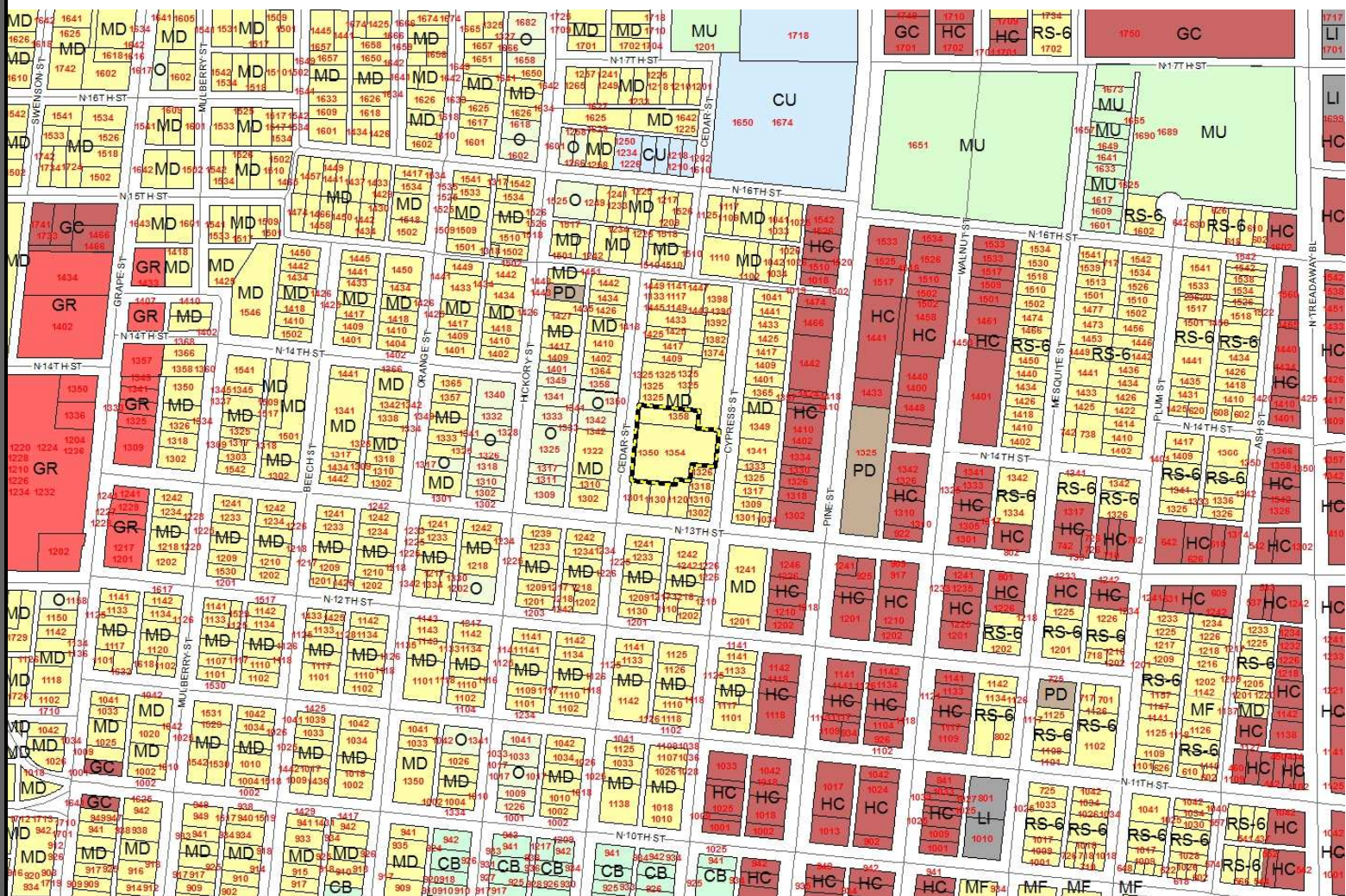
NOTIFICATION:

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

OWNER	ADDRESS	RESPONSE
ABILENE IMPROVEMENT CORP	1341 CYPRESS ST	
ABILENE JUBILEE HOUSE INC	1349 CYPRESS ST	
ABRAM TOMMIE M	1309 CYPRESS ST	
ABRAM TOMMIE M TR	1301 CYPRESS ST	
ABRAM TOMMIE M TR	1317 CYPRESS ST	
CORPIAN GARY & MARILU	1325 CYPRESS ST	
DESANTOS JUAN M &	1120 N 13TH ST	
DOWELL RAY A & DEBORAH J	1364 CEDAR ST	
DOWELL RAY A & DEBORAH J	1358 CEDAR ST	
E P THOMAS FAMILY	1350 CEDAR ST	
EDWARDS LEAMON LAURENCE &	1130 N 13TH ST	
GOMEZ JOSE JUSTO	1302 CYPRESS ST	
GUEL MICKIE FERNANDEZ	1409 CEDAR ST	
HANTMAN JOSEPH	1301 CEDAR ST	
HARRIGER CHARLES RAYMOND	1401 CYPRESS ST	
KARLIN ROBERT W & JANICE F	1322 CEDAR ST	
KARLIN ROBERT W & JANICE F	1310 CEDAR ST	
KEYS C H JR & LORA MODINE	1410 CEDAR ST	
MATTEA ROGER	1318 CYPRESS ST	
MC FADIN T E	1342 1/2 CEDAR ST	
MC FADIN T E	1342 CEDAR ST	
POLANCO SUSIE	1357 CYPRESS ST	
POPE JOHN MICHAEL	1333 CYPRESS ST	
REUNION ENTERPRISES INC	1325 CEDAR ST APT 6	
REUNION ENTERPRISES INC	1325 CEDAR ST APT 4	
REUNION ENTERPRISES INC	1325 CEDAR ST APT 1	
REUNION ENTERPRISES INC	1325 CEDAR ST APT 2	
REUNION ENTERPRISES INC	1325 CEDAR ST APT 5	
REUNION ENTERPRISES INC	1325 CEDAR ST APT 3	
REUNION ENTERPRISES INC	1358 CYPRESS ST	
RHONE DONNA JEAN	1302 CEDAR ST	
SMITH TIMOTHY R	1374 CYPRESS ST	
ST ANNES HOSPITAL LLC	1326 CYPRESS ST	
ST ANNES HOSPITAL LLC	1354 CYPRESS ST	
ST ANNES HOSPITAL LLC	1350 CYPRESS ST	
VASQUEZ OTILIA	1365 CYPRESS ST	
VG PARTNERS LTD	1310 CYPRESS ST	
WEBB HARLEY A	1402 CEDAR ST	

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









Z-2016-44

Request: Rezone from MD to MF zoning

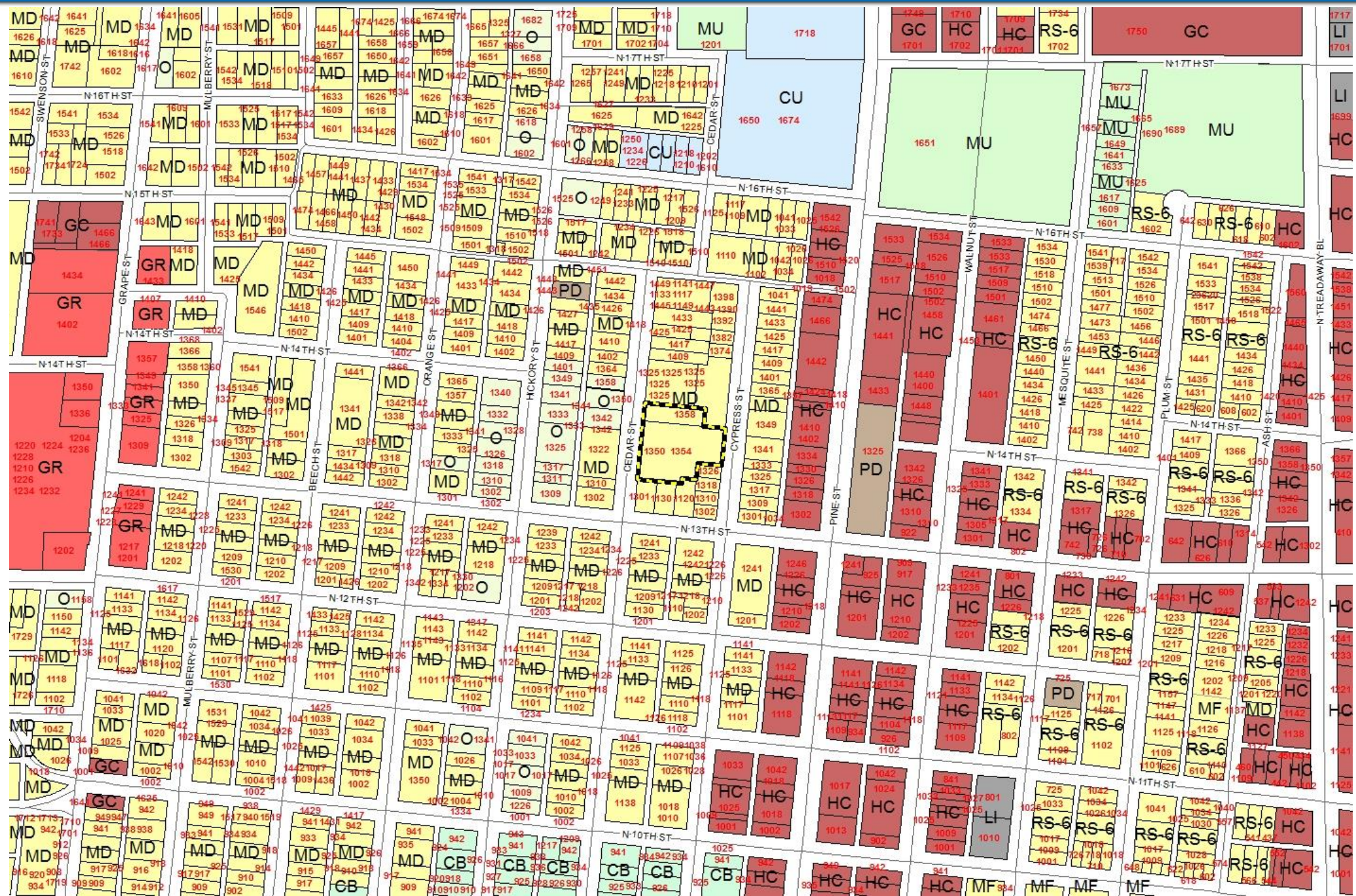
Location: 1350 Cypress St.

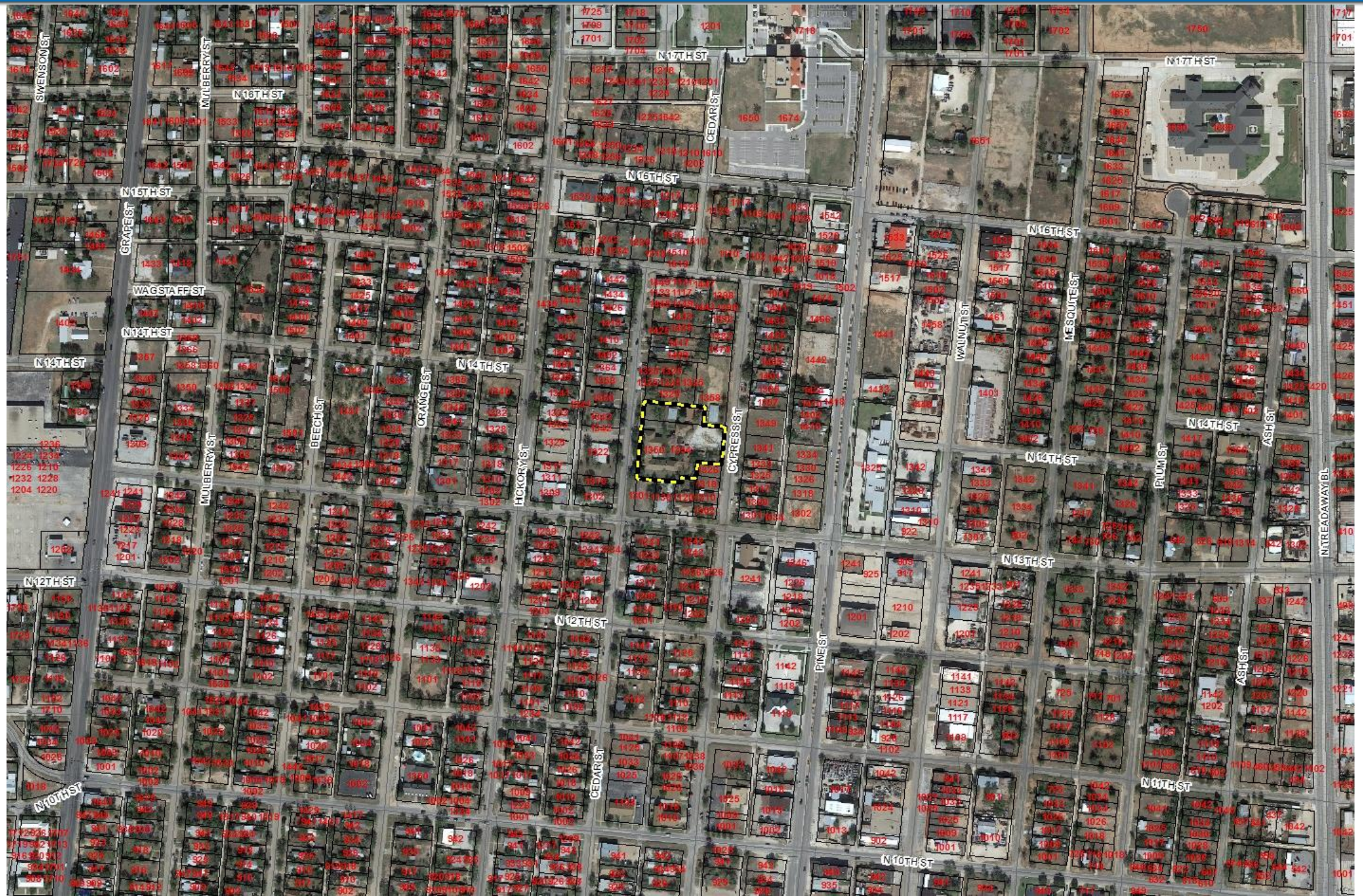
Notification: 0 in favor; 0 opposed

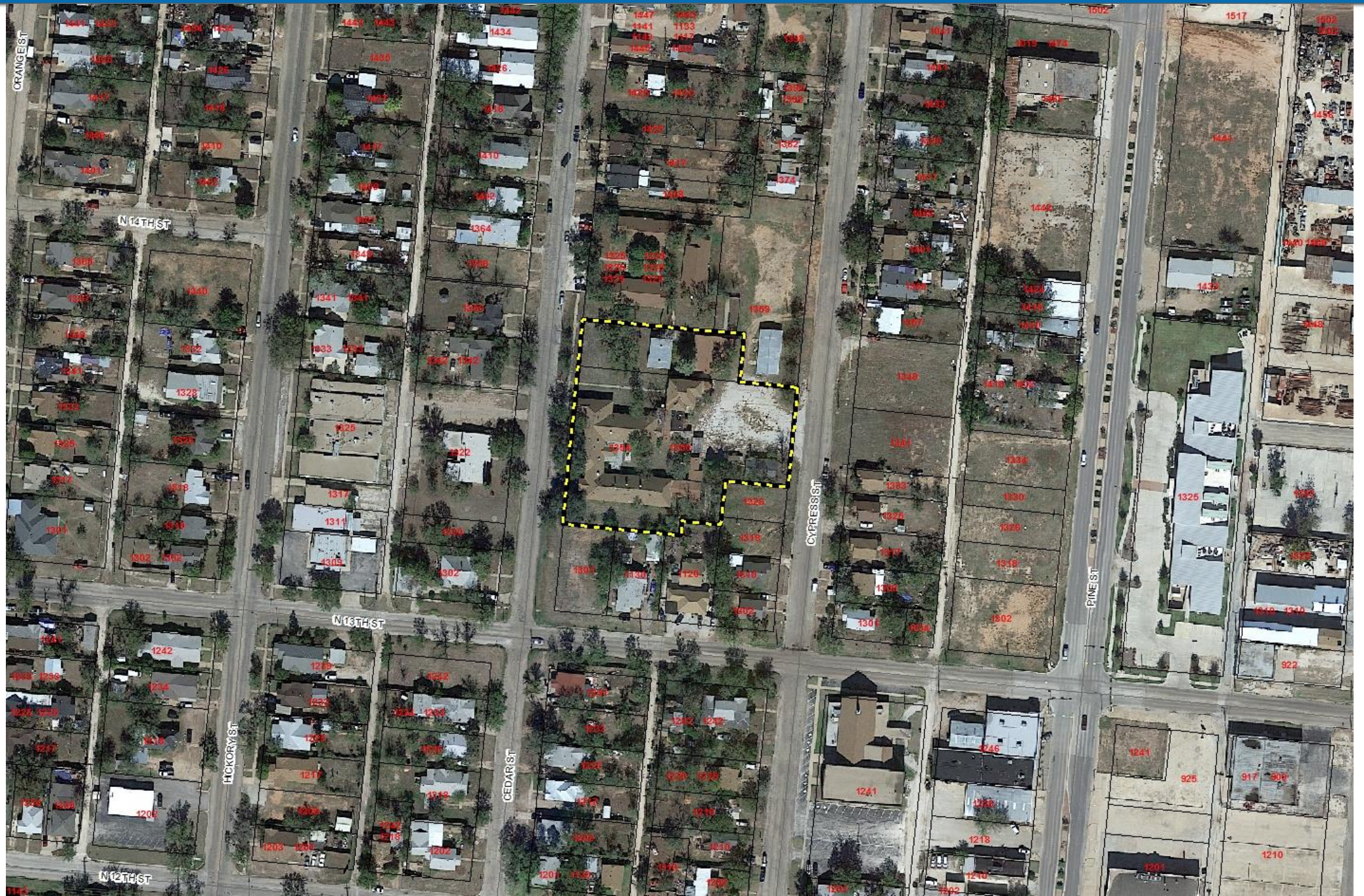
Staff Recommendation: Approval

P & Z Recommendation: Approval of request









View looking east at subject property on Cedar



View looking northeast of subject property on Cedar



View looking west at subject property on Cypress



View looking northwest at subject property on Cypress



View looking southwest at subject property on Cypress



View looking south along Cypress St.



View looking north along Cypress St.



View looking east across from Cypress St. from subject property



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

Permitted Uses in MF Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

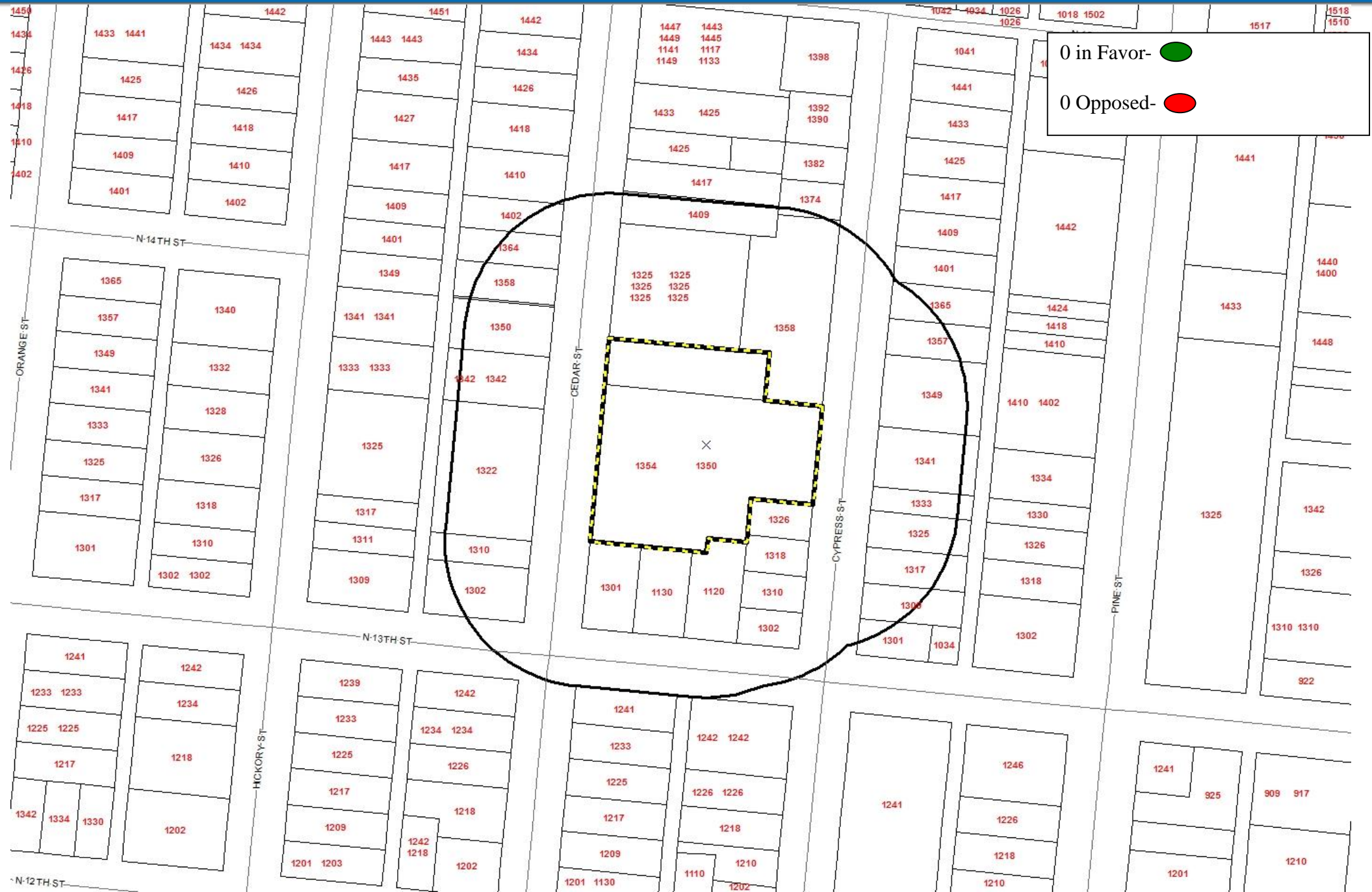
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within 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



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 17th day of November, 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 21st day of October, 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 1st day of December, 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 1st day of December, A.D. 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY



**City Council
Agenda Memo**

City Council Meeting Date: 11/17/2016

TO: Robert Hanna, City Manager

FROM: Dana L. Schoening, Director, Planning and Development Services

SUBJECT: Ordinance: (First Reading) Z-2016-45 A request from Hit Ventures LLC, agent Harley Burnett, to rezone property from HI (Heavy Industrial) to LI (Light Industrial) zoning, located at 720 China St., Legal description being OT ABILENE, BLOCK 164, LOT SOUTH 31.64' OF LOT 25, ALL OF 26-27 & THE NORTH 35 FEET OF LOT 28; and setting a public hearing for December 1st 2016. (Dana Schoening)

GENERAL INFORMATION

The subject parcel total approximately 0.5350 acres and is currently zoned HI. The parcel is developed with an electrical contractor service facility and is now a vacant building. The adjacent properties are zoned HI to the north, south, & east and LI (Light Industrial) to the west that was rezoned from HI and approved by City Council on 3-10-2016.

Currently the property is developed with a now vacant electrical contractor service business. The adjacent properties are all developed with similar uses. When the Land Development Code was adopted, many uses were removed from the HI zoning. The applicant is proposing to rezone the properties to allow for greater flexibility in the permitted uses allowed by the LI zoning. Staff's understanding is the applicant would like to use the existing building a micro-brewery and brewpub, but is not an authorized use in the HI zoning district. The requested change of zoning would allow for the proposed use as well as other varieties of uses for this building.

The Future Land Use section of the Comprehensive Plan designates this general area as 'industrial'. Just to the west South Treadaway Blvd is designated as an 'arterial' roadway as well as an 'enhancement corridor'. China Street is a designated 'local' street. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

The property is part of the original town limits incorporated in 1895 and was zoned HI dating back to at least 1974.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of seven (7) in favor (Bixby, Dunnahoo, Famble, Rosenbaum, Calk, Smith and McClarty) and none opposed.

ATTACHMENTS:

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

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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 17th day of November, 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 21st day of October, 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 1st day of December, 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 1st day of December, A.D. 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

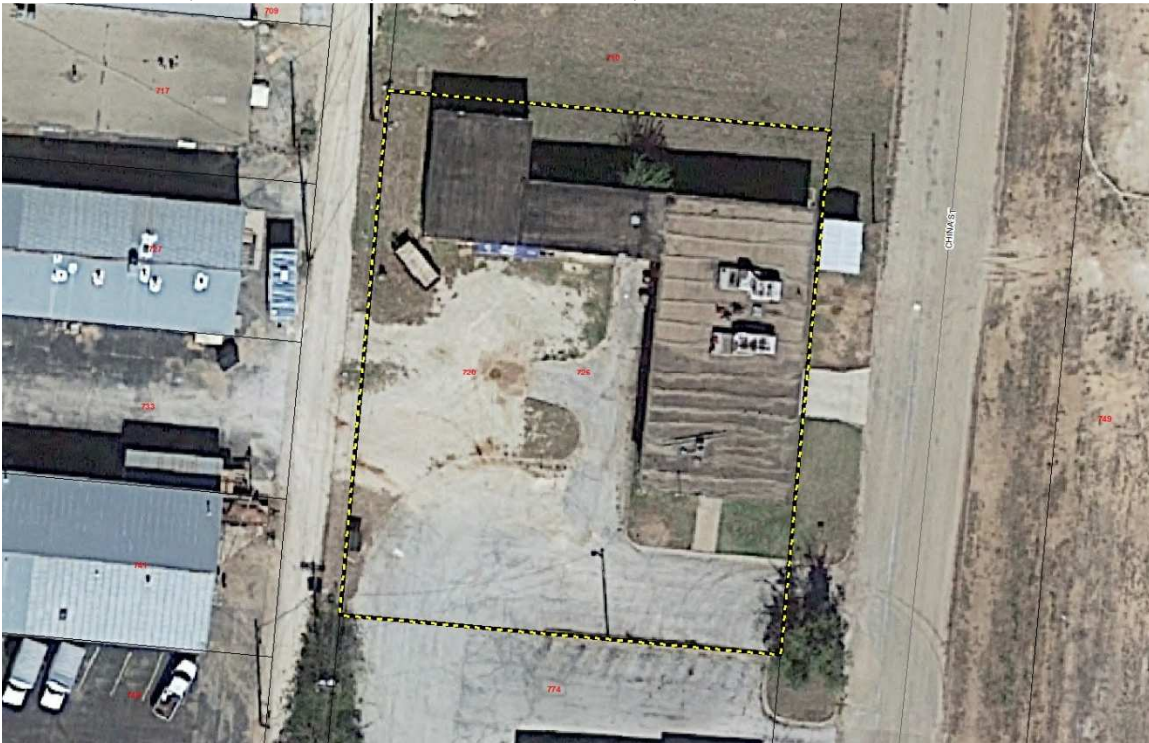
ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from HI (Heavy Industrial) to LI (Light Industrial) zoning.

Legal Description:

OT ABILENE, BLOCK 164, LOT S31.64 LT 25, ALL 26-27 & N 35 FT LT 28



Location:
720 China Street

-END-

ZONING CASE Z-2016-45

STAFF REPORT



APPLICANT INFORMATION:

Hit Ventures, LLC
Agent: Harley Barnett

HEARING DATES:

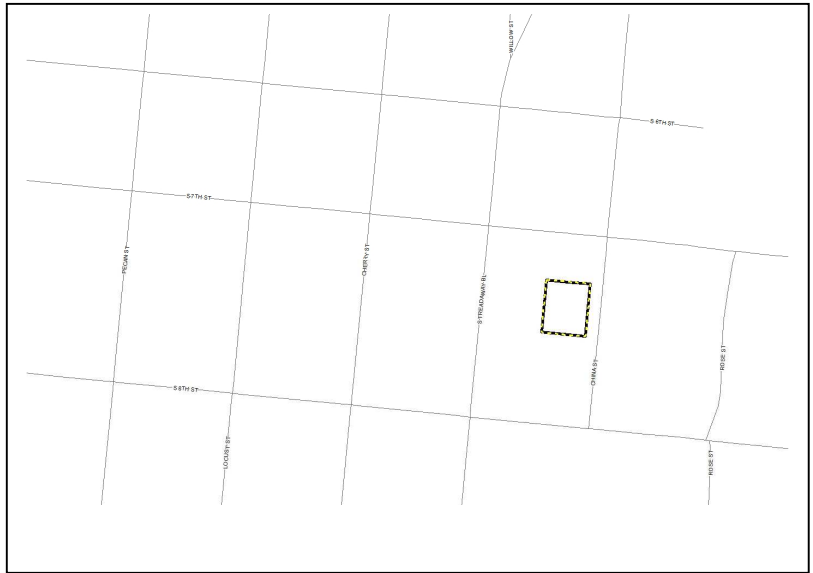
P & Z Commission: November 7, 2016
City Council 1st Reading: November 17, 2016
City Council 2nd Reading: December 1, 2016

LOCATION:

720 China Street

REQUESTED ACTION:

Rezone property from HI (Heavy Industrial) to
LI (Light Industrial) zoning



SITE CHARACTERISTICS:

The subject parcel total approximately 0.5350 acres and is currently zoned HI. The parcel is developed with an electrical contractor service facility and is now a vacant building. The adjacent properties are zoned HI to the north, south, & east and LI (Light Industrial) to the west that was rezoned from HI and approved by City Council on 3-10-2016.

ZONING HISTORY:

The property is part of the original town limits incorporated in 1895 and was zoned HI dating back to at least 1974.

ANALYSIS:

- Current Planning Analysis

Currently the property is developed with a now vacant electrical contractor service business. The adjacent properties are all developed with similar uses. When the Land Development Code was adopted, many uses were removed from the HI zoning. The applicant is proposing to rezone the properties to allow for greater flexibility in the permitted uses allowed by the LI zoning. Staffs understanding is that the applicant would like to use the existing building a micro-brewery and brewpub, but is not an authorized use in the HI zoning district. The requested change of zoning would allow for the proposed use as well as other varieties of uses for this building.

- Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this general area as 'industrial'. Just to the west South Treadaway Blvd is designated as an 'arterial' roadway as well as an 'enhancement corridor'. China Street is a designated 'local' street. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

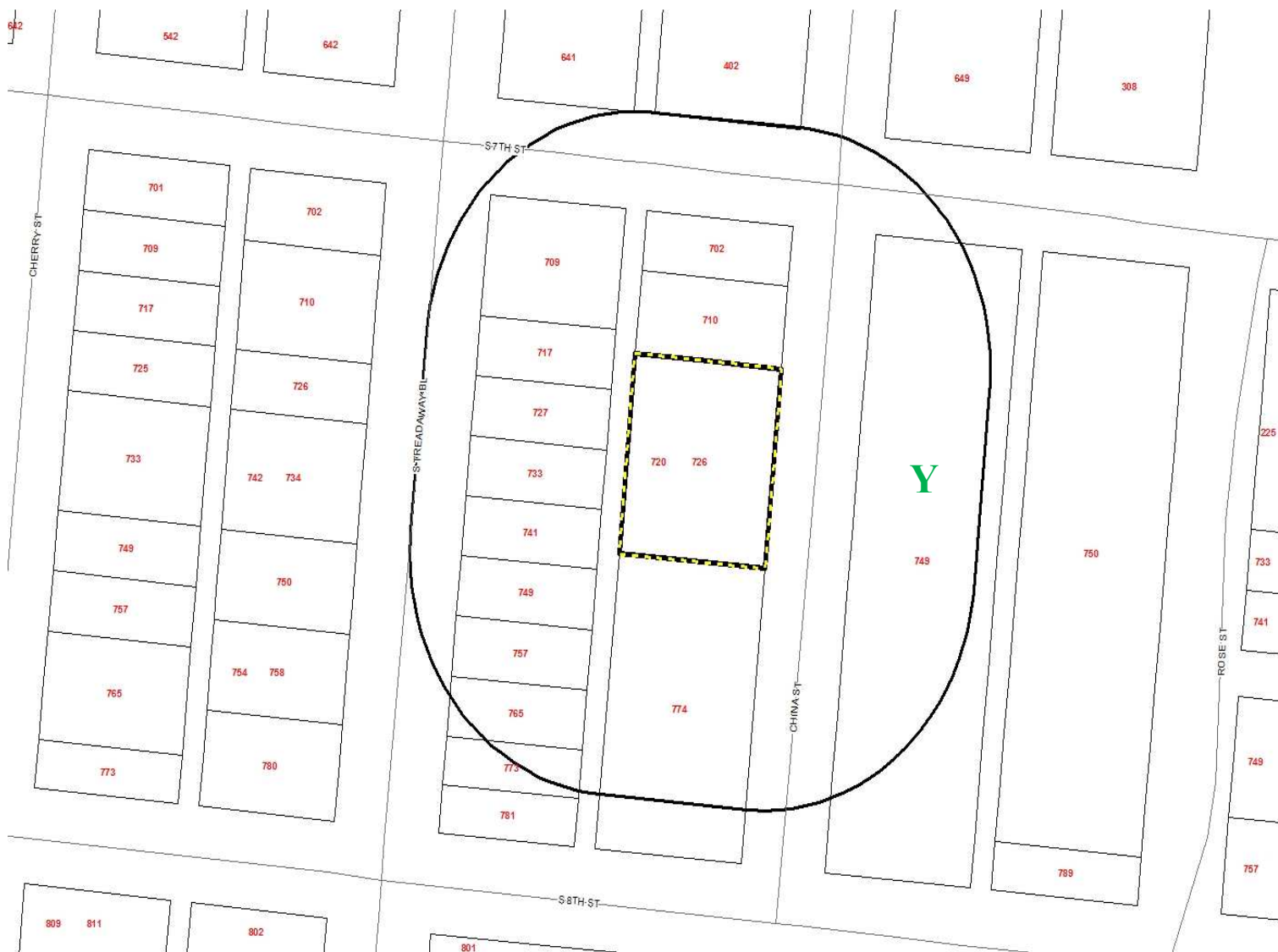
The Planning and Zoning Commission recommends approval of this request by a vote of seven (7) in favor (Bixby, Dunnahoo, Famble, Rosenbaum, Calk, Smith and McClarty) and none opposed.

NOTIFICATION:

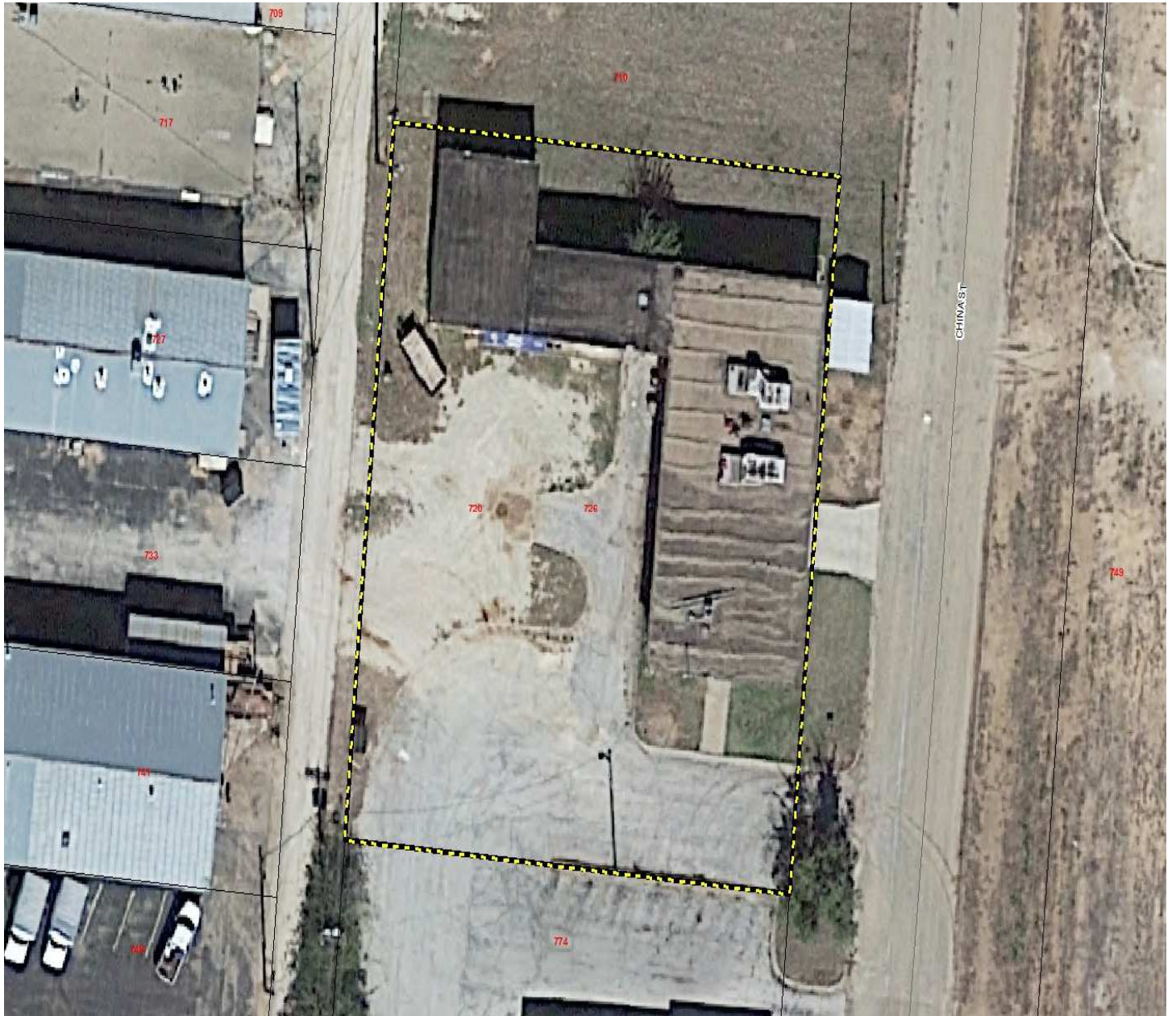
Property owners within a 200-foot radius were notified of the request.

OWNER	SITUS	RESPONSE
HIT VENTURES LLC	710 CHINA ST	
HIT VENTURES LLC	726 CHINA ST	
HIT VENTURES LLC	720 CHINA ST	
HIT VENTURES LLC	702 CHINA ST	
HOEMKE ROBERT & HOLLY	774 CHINA ST	
MB RENTALS LTD	402 S 7TH ST	
SCOTT FAMILY ENTERPRISES LLC	717 S TREADAWAY BL	
SCOTT FAMILY ENTERPRISES LLC	773 S TREADAWAY BL	
SCOTT FAMILY ENTERPRISES LLC	733 S TREADAWAY BL	
SCOTT FAMILY ENTERPRISES LLC	757 S TREADAWAY BL	
SCOTT FAMILY ENTERPRISES LLC	727 S TREADAWAY BL	
SCOTT FAMILY ENTERPRISES LLC	741 S TREADAWAY BL	
SCOTT FAMILY ENTERPRISES LLC	749 S TREADAWAY BL	
SCOTT FAMILY ENTERPRISES LLC	709 S TREADAWAY BL	
SCOTT FAMILY ENTERPRISES LLC	765 S TREADAWAY BL	
THREE JB PROPERTIES LLC	749 CHINA ST	In Favor
WTG FUELS INC	641 S TREADAWAY BL	

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









Z-2016-45

Request: Rezone from HI to LI zoning

Location: 720 China St.

Notification: 1 in favor; 0 opposed

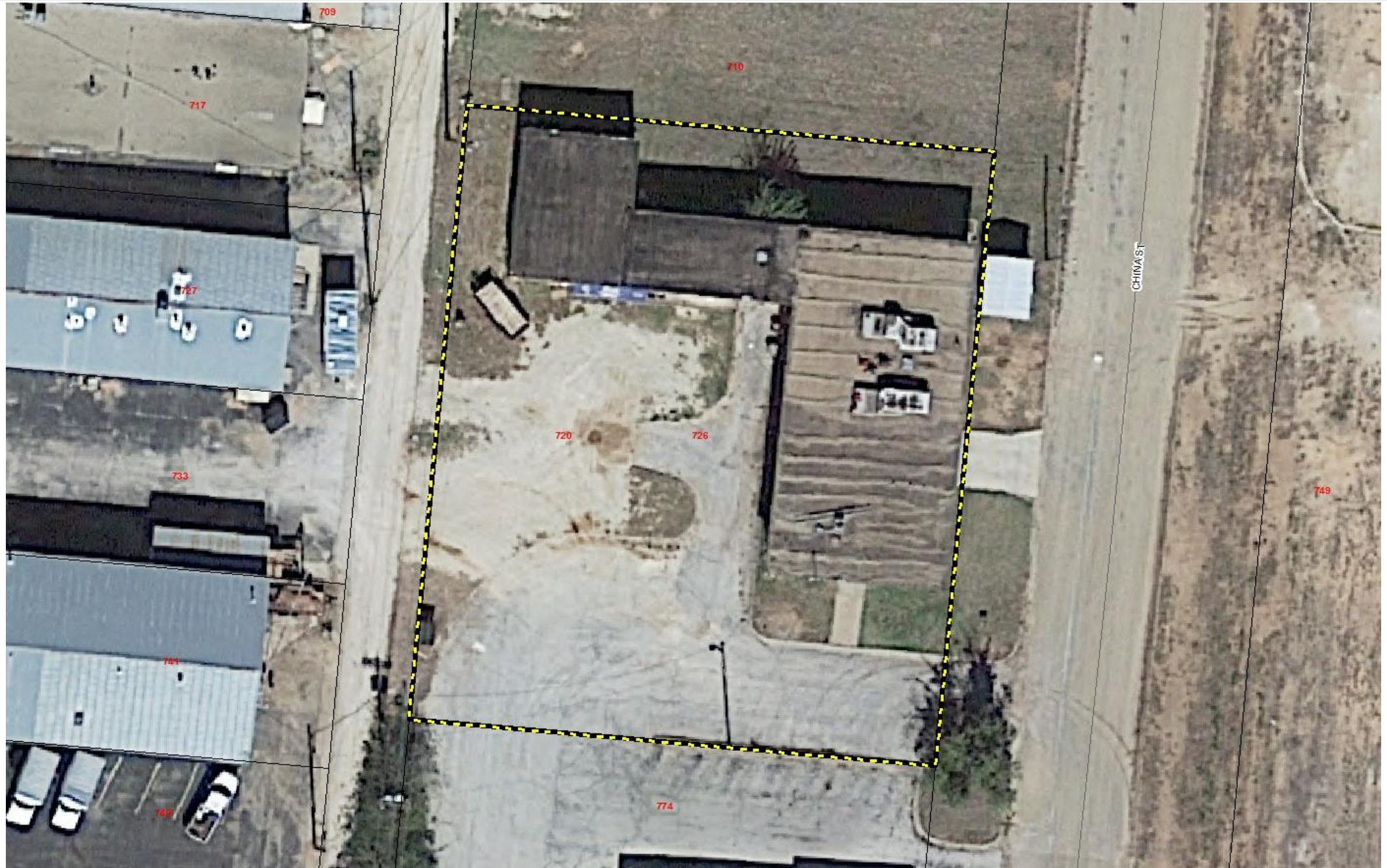
Staff Recommendation: Approval

P & Z Recommendation: Approval of Request









View looking northwest at subject property on China St.



View looking southeast of subject property on China



View looking west at subject property on China



View looking north toward subject property along China St.



View looking south along China St.



View looking south of subject property from S. 7th St.



View looking east from property



Permitted Uses in HI Zoning

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
- TP Field Office or Construction Office (temporary)
- P Freight Container
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recycling Collection Point
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Adult Entertainment Enterprise
- C Motorized Racing

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- P Homeless/Emergency Shelter
- P Post Office
- P Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P Educational and Scientific Research
- P School: Public/Private

SERVICE

- P Contractor Services
- P Recycling Collection and Processing Center
- P Scales (public)
- P Wrecker/Towing

TRADE – RETAIL USES

- P Head Shop
- C Scrap and Waste Material

TRADE – WHOLESALE USES

- C Livestock – Wholesale or Auction
- P Wholesaling and Storage (indoor)
- P Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
- P Antenna Tower - Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Pressure Control Station
- P Public Utility Facility
- P Railroad Switching and Marshaling Yard
- P Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Mining
- P Petroleum or Gas Well
- P Liquor
- P Manufacturing (light)
- P Manufacturing (heavy)
- 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 LI Zoning

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

P	Adult Entertainment Enterprise
C	Cultural Facilities
P	Drive-in Theater
C	Motorized Racing
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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/C	Automobile Wash
P	Contractor Services
P	Funeral Home/ Mortuary/Morgue
P	Kennel (With Outdoor Pens)
P	Kennel (Without Outdoor Pens)
P	Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
P	Laundry/Dry Cleaning Services & Facilities

P	Office (general, professional, financial)
P	Printing, Copying, Reproduction, Publishing
P	Recycling Collection and Processing Center
P	Repair and Maintenance Services - Automobile/Small Truck (major)
P	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
P	Repair and Maintenance Services (outdoors)
P	Repair and Maintenance Services (truck and other large vehicles)
P	Scales (public)
P	Storage - Self-Service Units
P	Tattoo Parlor
P	Taxidermist
P	Veterinary Service (all size animals)
P	Veterinary Service (small animals)
P	Wrecker/Towing

TRADE – RETAIL USES

P	Aircraft and Accessories
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Fuel Sales
P	Head Shop
P	Liquor Store (Off Premises Consumption) <i>(Defined under Liquor Store)</i>
P	Liquor Store (On Premises Consumption) <i>(Defined under Liquor Store)</i>
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
C	Livestock – Wholesale or Auction
P	Wholesaling and Storage (indoor)
P	Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

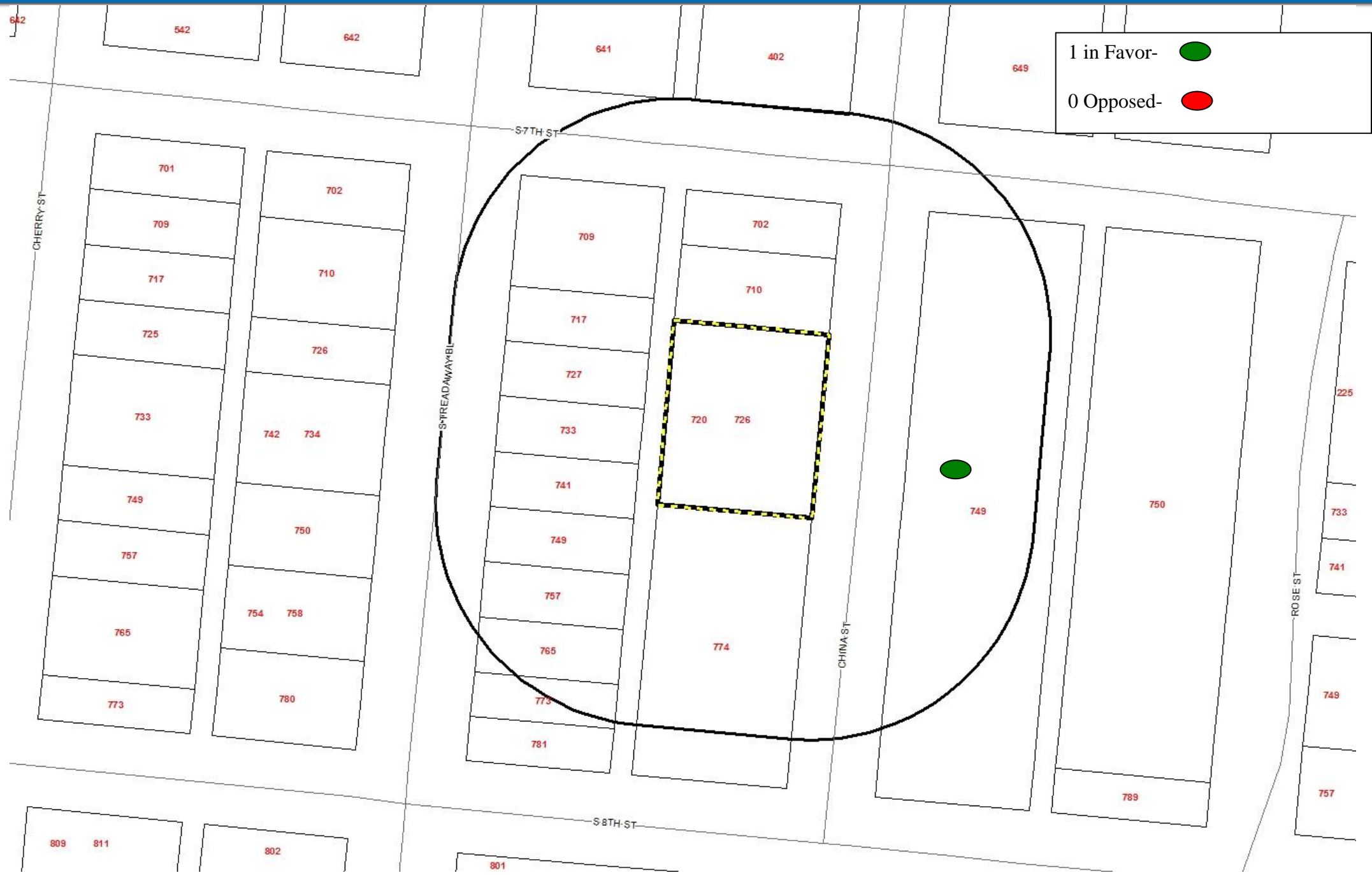
P	Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
P	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility
P	Railroad Switching and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

RESOURCE PRODUCTION AND EXTRACTION USES:

C	Mining
P	Petroleum or Gas Well
P	Liquor
P	Manufacturing (light)
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: 11/17/2016

TO: Robert Hanna, City Manager

FROM: Michael Rice, Director of Public Works

SUBJECT: Oral Resolution & Public Hearing: Application/Permit to Drill and/or Operate an Oil and/or Gas well Bob Hughes Oil Co., LLC: “Hantman #1”, Permit No. 817746, located at 3060 West Overland Trail. (Michael Rice)

GENERAL INFORMATION

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

Bob Hughes Oil Co., LLC of San Angelo, Texas has submitted an application to drill the “Hantman #1” well on property owned by Joseph Hantman, located at 3060 West Overland Trail, as shown on the attached map. This well is being drilled under the applicant’s 241.863 acre “Hantman Lease”.

This application has been reviewed and approved by City Staff. All owners of real property within 500 feet of the proposed drill site have been notified of this application and of the City Council meeting to consider its approval, as required by City ordinance.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Because all prerequisites and requirements of Chapter 21, Oil and Gas; have been met, including no anticipated adverse effect on the health, safety and welfare of the public, staff recommends that the City Council vote to approve the application for this drilling permit and authorize the Mayor to execute permit # 817746 for Bob Hughes Oil Co., LLC.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
▣ Permit Packet	Cover Memo
▣ Location Map	Cover Memo
▣ Property Owner Notification Map	Cover Memo
▣ Presentation	Presentation



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



Bond/Letter of Credit # _____ RRC Permit # 817746

1. Date 9-26-16 Lease Name & Well No. : HANTMAN #1

2. Applicant/Permit Holder Bob Hughes Oil Co LLC

Address 6050 SIDEVIEW RD
SAN ANGELO TX 76901

Phone 325 653 0693

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

Name JIM HUGHES

Phone 325 450 2134

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

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

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

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

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

6. Proposed date to commence drilling WITHIN 6 MONTHS

The height of the rig used to drill/re-enter this well will be approximately 75 feet.

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

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

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

11. Indemnity

A. Definitions

For the purpose of this section the following definitions apply:

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

“Applicant/Permit Holder’s employees” shall mean any employees, officers, agents, subcontractors, licensee and invitees of Applicant/Permit Holder.

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

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

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

(i) injury or damage to any property or right

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

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

B. Indemnity

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

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

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

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

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

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



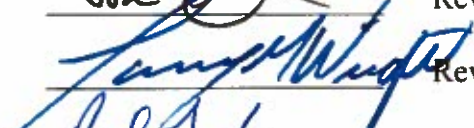

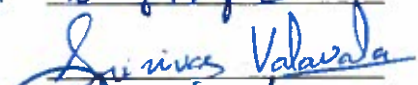
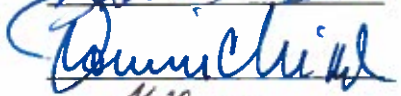

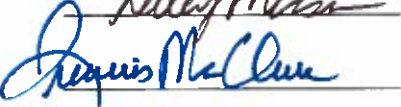
12. Attached as EXHIBIT 4 - \$10,000 performance bond or an Irrevocable Letter of Credit from a Federally insured bank to meet the performance payment, penalty, abandonment and other provisions as required by City Council and by the Oil/Gas Ordinance, Chapter 21 of the City Code of Ordinances (This amount may be raised in appropriate circumstances).
13. Special requirements for this permit, if any, as set by City Council (drill site lighting, pits/tanks, hours of operation, fencing, buried lines, approved truck routes, noise buffers, pump type, etc.). Attachment EXHIBIT A.

17. If the City owns any mineral interest in the location of the proposed well, this permit is subject to compliance with an oil and gas lease obtained from the City.
18. The City Land Agent's office shall be notified prior to commencement of drilling operations.
19. If operation of the well is transferred, the City shall be notified in writing thirty (30) days prior to the transfer of the lease.
20. Applicant/Permit Holder shall make full payment for any and all damages or losses to City's Surface Lessee if the property is City owned, which shall include but not be limited to damages to and/or loss of crops, livestock, or improvements or a part thereof which loss may be the result of the Applicant's/Permit Holder's negligence or use of land.
21. This Application, upon approval, shall become the Drilling Permit.

THIS PERMIT IS NOT TRANSFERRABLE OR ASSIGNABLE

Signature:

Date:

	Review & Approval of Planning Director	<u>10/19/16</u>
	Review & Approval of Airport Director	<u>10/14/16</u>
	Review & Approval of City Engineer	<u>10/19/16</u>
	Review & Approval of Water Director	<u>10/17/16</u>
	Review & Approval of Stormwater Administrator	<u>10/19/2016</u>
	Review & Approval of Risk Manager	<u>10/31/16</u>
	Review & Approval of City Attorney	<u>10/19/16</u>
	Review & Approval of Land Agent	<u>10/12/16</u>

This permit issued this _____ day of _____ 20__.

CITY OF ABILENE

ATTEST:

MAYOR

City Secretary

City Seal:

EXHIBIT A

SPECIAL REQUIREMENTS

BOB HUGHES OIL CO., LLC

HANTMAN #1:

1. BECAUSE THE LOCATION OF THIS WELL IS WITHIN THE 100 YEAR FLOODPLAIN, ALL PERMANENT STRUCTURES AND EQUIPMENT, INCLUDING BUT NOT LIMITED TO PUMPJACKS, TANK BATTERIES, SEPARATION/TREATMENT EQUIPMENT, ETC. MUST BE CONSTRUCTED A MINIMUM OF ONE FOOT (1') ABOVE THE BASE FLOOD ELEVATION (1679.4 NAVD 88), OR AT/ABOVE 1680.4 NAVD 88.
2. THE CITY OF ABILENE LAND MANAGEMENT OFFICE MUST BE NOTIFIED AT LEAST TWO BUSINESS DAYS PRIOR TO COMMENCEMENT OF DRILLING OPERATIONS.

BOB HUGHES OIL CO., LLC
HANTMAN LEASE
241.863 AC. (YELLOW)
JOSEPH HANTMAN, SURFACE & MINERAL INT. OWNER

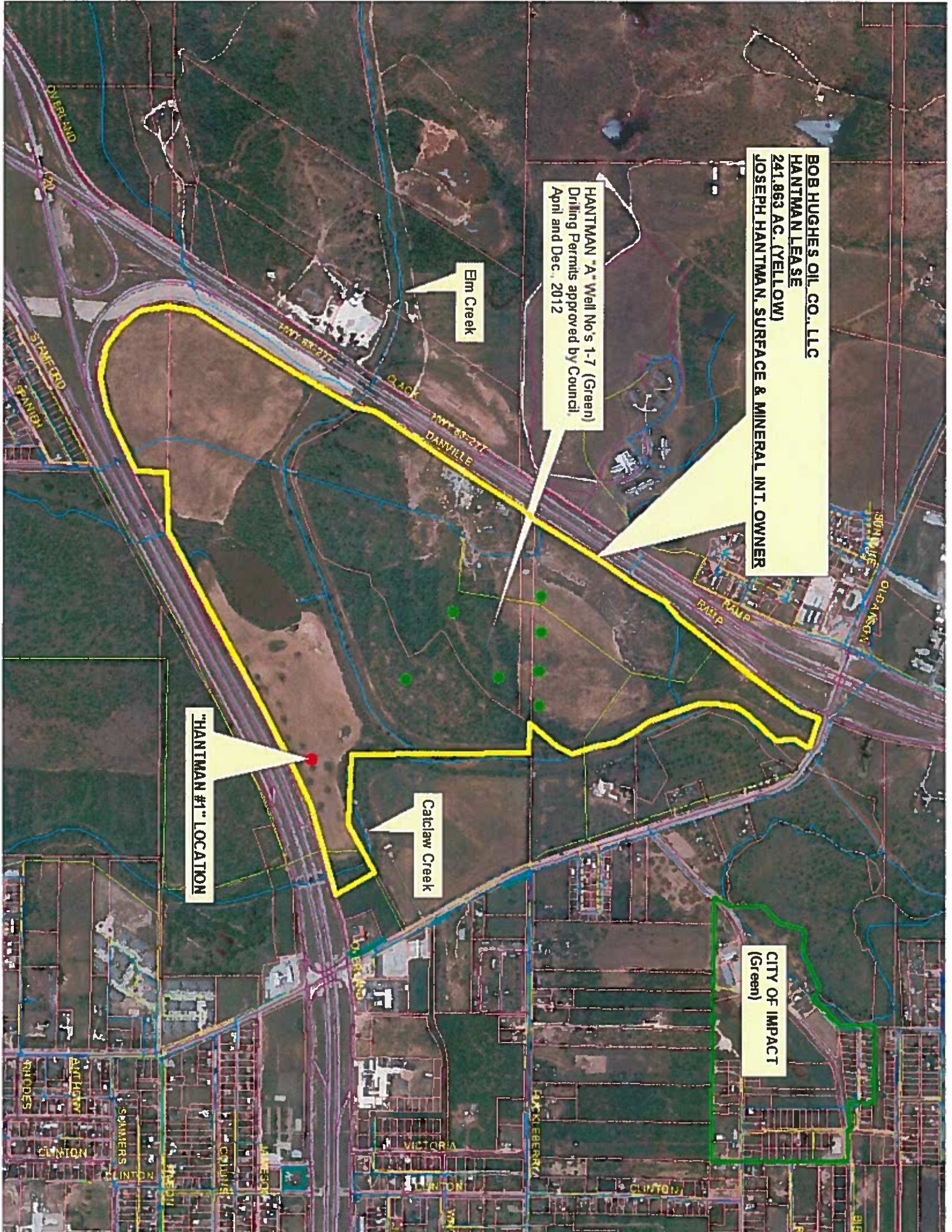
HANTMAN "A" Well No's 1-7 (Green)
Drilling Permits approved by Council,
April and Dec, 2012

Elm Creek

Calclaw Creek

"HANTMAN #1" LOCATION

CITY OF IMPACT
(Green)



BOB HUGHES OIL CO., LLC
HANTMAN LEASE
241.863 AC. (YELLOW)
JOSEPH HANTMAN, SURFACE & MINERAL INT. OWNER

HANTMAN "A" Well No's 1-7 (Green)
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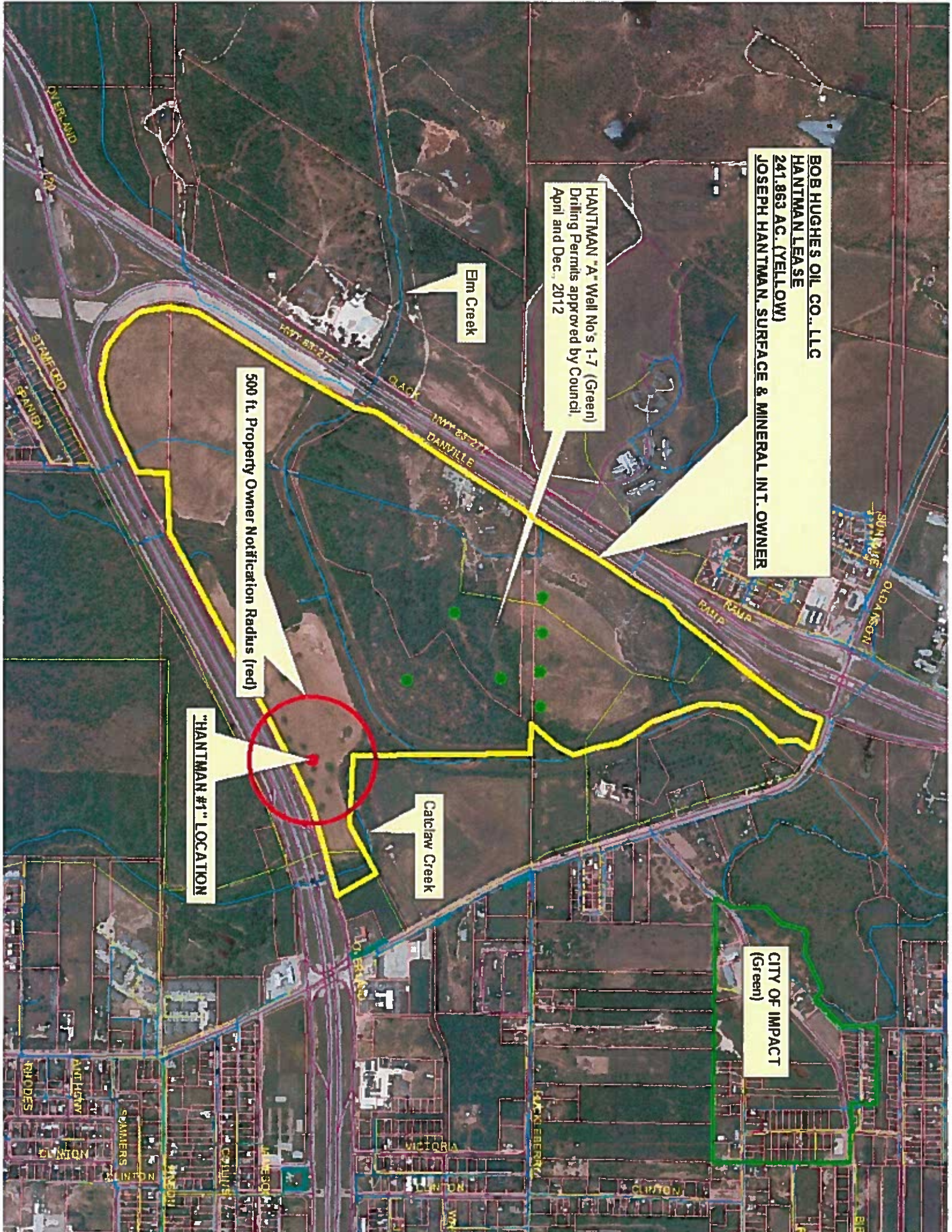
Elm Creek

500 ft. Property Owner Notification Radius (red)

"HANTMAN #1" LOCATION

Calclaw Creek

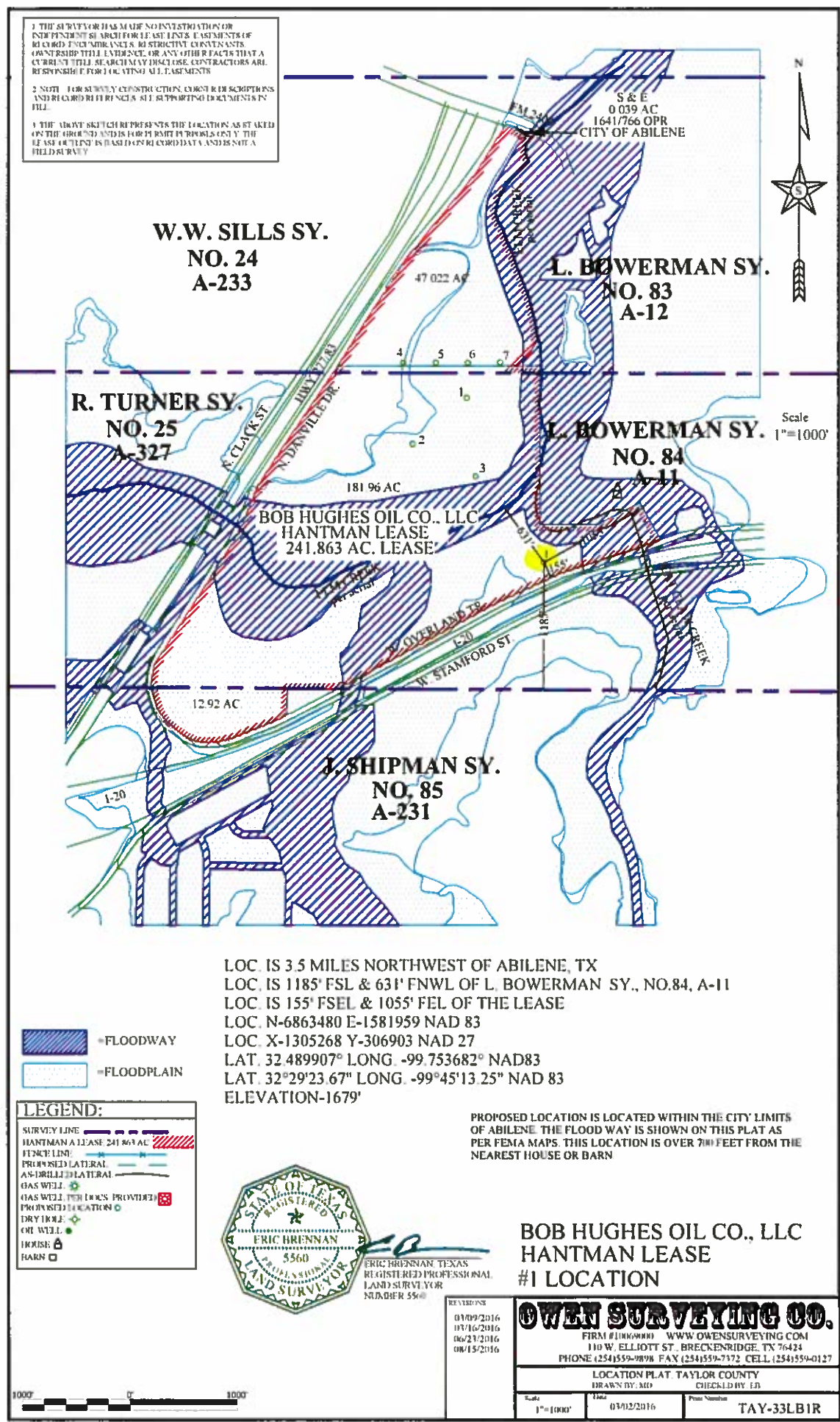
CITY OF IMPACT
(Green)



1 THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASES, EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE, EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE. CONTRACTORS ARE RESPONSIBLE FOR LOCATING ALL EASEMENTS.

2 NOTE: FOR SURVEY CONSTRUCTION, CONSULT DESCRIPTIONS AND RECORD REFERENCES. ALL SUPPORTING DOCUMENTS IN FILE.

3 THE ABOVE SKETCH REPRESENTS THE LOCATION AS SET OUT ON THE GROUND AND IS FOR PERMIT PURPOSES ONLY. THE LEASE LOCATION IS BASED ON RECORD DATA AND IS NOT A FIELD SURVEY.



LOC. IS 3.5 MILES NORTHWEST OF ABILENE, TX
 LOC. IS 1185' FSL & 631' FNWL OF L. BOWERMAN SY., NO.84, A-11
 LOC. IS 155' FSEL & 1055' FEL OF THE LEASE
 LOC. N-6863480 E-1581959 NAD 83
 LOC. X-1305268 Y-306903 NAD 27
 LAT. 32.489907° LONG. -99.753682° NAD83
 LAT. 32°29'23.67" LONG. -99°45'13.25" NAD 83
 ELEVATION-1679'

PROPOSED LOCATION IS LOCATED WITHIN THE CITY LIMITS OF ABILENE. THE FLOOD WAY IS SHOWN ON THIS PLAT AS PER FEMA MAPS. THIS LOCATION IS OVER 700 FEET FROM THE NEAREST HOUSE OR BARN.

LEGEND:

SURVEY LINE

HANTMAN LEASE 241.863 AC

FUNCTION

PROPOSED LATERAL

AS-DRILLED LATERAL

GAS WELL

OIL WELL (PER DOTS PROVIDED)

PROPOSED LOCATION

DRY HOLE

OIL WELL

HOUSE

BARN



**BOB HUGHES OIL CO., LLC
 HANTMAN LEASE
 #1 LOCATION**

OWEN SURVEYING CO.
 FIRM #1006000 WWW.OWENSURVEYING.COM
 110 W. ELLIOTT ST. BRECKENRIDGE, TX 76424
 PHONE (254)559-9898 FAX (254)559-7172 CELL (254)559-0127

LOCATION PLAT, TAYLOR COUNTY
 DRAWN BY: MD CHECKED BY: ED

Scale 1"=1000' Date 01/02/2016 Print Number TAY-33LB1R



BOB HUGHES OIL CO., LLC
EMERGENCY RESPONSE PLAN
HANTMAN #1
ABILENE, TAYLOR COUNTY, TEXAS

EMERGENCY PHONE NUMBERS

OWNERS	JIM HUGHES 325-450-2134
DRILLING SUPERVISOR	DUKE PENDERGRAFT 325-668-9013
FIRE DEPT	325-676-6694
POLICE DEPT	325-673-8331
RRC DIST 7B	325-677-3545

IN THE EVENT OF A PRESSURE KICK OR BLOWOUT:

Blowout preventer (Regan 11" capable of closing on any size pipe and tested on each well) will be closed by rig personnel. Drilling mud weight will be increased to kill well.

IN THE EVENT OF A FIRE:

Fire dept will be called by owner, drilling supervisor or rig personnel.

THIS NOTICE WILL BE POSTED AT DRILLING RIG.

EXHIBIT 1

BOB HUGHES OIL CO., LLC

HANTMAN #1

Surface, Mineral and Royalty Owner:

Joseph Hantman
10855 Wellworth Ave.
Los Angeles, CA 90024

**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION**

EXHIBIT 2

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

PERMIT NUMBER 817746	DATE PERMIT ISSUED OR AMENDED Aug 22, 2016	DISTRICT * 7B
API NUMBER 42-441-34536	FORM W-1 RECEIVED Aug 15, 2016	COUNTY TAYLOR
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Vertical	ACRES 241.86
OPERATOR BOB HUGHES OIL COMPANY, LLC 6050 SIDEVIEW RD SAN ANGELO, TX 76901-0000		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (325) 677-3545
LEASE NAME HANTMAN		WELL NUMBER 1
LOCATION 0 miles Within direction from ABILENE		TOTAL DEPTH 1999
Section, Block and/or Survey SECTION 84 BLOCK 11 ABSTRACT 11 SURVEY BOWERMAN, L		
DISTANCE TO SURVEY LINES 1185 ft. SOUTH 631 ft. NW		DISTANCE TO NEAREST LEASE LINE 155 ft.
DISTANCE TO LEASE LINES See FIELD(s) / RESTRICTIONS Below		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST WE
POTTS LUCK (TANNEHILL)	241.86	1,999
HANTMAN	155	0
RESTRICTIONS: Surface Location Lease Lines: 155.0 F SE L 1055.0 F EAST L		
TAYLOR COUNTY REGULAR	241.86	1,999
HANTMAN	155	0
RESTRICTIONS: Surface Location Lease Lines: 155.0 F SE L 1055.0 F E L		
<p align="center">THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS</p> <p>This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.</p> <p>This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.</p>		

GROUNDWATER PROTECTION DETERMINATION

Form GW-2



Groundwater Advisory Unit

Date Issued: 26 August 2016**GAU Number:** 159217**Attention:** BOB HUGHES OIL COMPANY,
6050 SIDEVIEW RD
SAN ANGELO, TX 76901**API Number:** 44134536
County: TAYLOR
Lease Name: HANTMAN**Operator No.:** 078050**Lease Number:**
Well Number: 1
Total Vertical Depth: 1999
Latitude: 32.489784
Longitude: -99.753314
Datum: NAD27**Purpose:** New Drill**Location:** Survey-BOWERMAN, L; Abstract-11; Section-84

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

The interval from the land surface to a depth of 150 feet must be protected.

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

This determination is based on information provided when the application was submitted on 08/24/2016. If the location information has changed, you must contact the Groundwater Advisory Unit, and submit a new application if necessary. If you have questions, please contact us at 512-463-2741 or gau@rrc.texas.gov.

Groundwater Advisory Unit, Oil and Gas Division

Form GW-2
Rev. 02/2014

P.O. Box 12967 Austin, Texas 78771-2967

512-463-2741

Internet address: www.rrc.texas.gov



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 09/06/2016

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

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

PRODUCER Floyd C. Pettitt Insurance PO Box 184/ 715 Austin Street Robert Lee, TX 76945	CONTACT NAME: Ashley Braswell PHONE (A/C No. Ext.): 3254534551 FAX (A/C No.): E-MAIL ADDRESS: ashley@floydcpettittinsurance.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hudson Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Bob Hughes Oil Co. 8050 Sideview Rd San Angelo, TX 76901		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		WSK16001332	02/21/2016	02/21/2017	EACH OCCURRENCE \$ 1000000
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
							MED EXP (Any one person) \$ 5000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1000000
	OTHER:			WSK15001063	2/21/15	2/21/16	GENERAL AGGREGATE \$ 2000000
				WSK14000782	2/21/14	2/21/15	PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of Abilene PO Box 60 Abilene, Tx 79604	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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Jabs Holdings LLC
and Bob Hughes Oil LLC
are owned and operated
by Bob R Hughes (father)
& Jim L Hughes (son)

Bob Hughes



6210 E Highway 290
Austin, Texas 78723-1098

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

(See INSURED NAME EXTENDED pg)

ITEM 1

INSURED
NAME AND
ADDRESS

JABS HOLDINGS LLC
6050 SIDE VIEW RD
SAN ANGELO, TX 76901-5438

PRODUCER
455 12

OTHER WORKPLACES NOT SHOWN ABOVE:
See attached schedule of operation.

FLOYD C PETITT
DBA: FLOYD C PETITT INSURANCE
5002 KNICKERBOCKER RD
SAN ANGELO, TX 76904-7519

POLICY NUMBER
SBP-0001055714 20160210

Federal Tax ID 275 16 1032

Bureau Number

Branch DALLAS

Renewal of 0001055714

Entity LIMITED LIABILITY

Interim Adjustment

Group

NCCI Carrier Code 29939

ITEM 2

The Policy Period is from: 2-10-2016

To: 2-10-2017

12:01 A.M. standard time at the insured's mailing address

ITEM 3

A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: TEXAS

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A. The Limits of our Liability under Part Two are:

Bodily Injury by Accident	\$ 100,000	Each Accident
Bodily Injury by Disease	\$ 100,000	Each Employee
Bodily Injury by Disease	\$ 500,000	Policy Limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: NONE

D. This policy includes these endorsements and schedules:

See Schedule of Endorsements attached

ITEM 4

The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

TOTAL ESTIMATED STANDARD PREMIUM \$ 5,649.00

WAIVER OF SUBROGATION		.00
INCREASED EMPLOYERS LIABILITY LIMITS		.00
TOTAL PREMIUM SUBJECT TO MODIFICATIONS		5,649.00
PREMIUM MODIFIED TO REFLECT EXPERIENCE MOD OF ()		.00
PREMIUM MODIFIED TO REFLECT SCHEDULE RATING OF (.83)		980.00-
WORKERS' COMP HEALTH CARE NETWORK DISCOUNT (.12)		563.00-
DEDUCTIBLE PREMIUM		.00
ADMIRALTY/FELA OR L & H		.00
PREMIUM DISCOUNT, IF APPLICABLE ()		.00
EXPENSE CONSTANT CHARGE		150.00

TOTAL ESTIMATED ANNUAL PREMIUM \$ 4,276.00

MINIMUM PREMIUM 250.00

DEPOSIT PREMIUM 4,276.00

Issue Date: 1-25-2016

Countersigned by

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WC000001B (ED. 1-1-2015)

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call the Texas Mutual Insurance Company toll-free telephone number for information or to make a complaint at:

1-800-859-5995

You may also write to:

Texas Mutual Insurance Company
Attn: Information Services Center
6210 E Highway 290
Austin, Texas 78723-1098

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su agente.

Usted puede llamar al número de teléfono gratuito del Texas Mutual Insurance Company para obtener información o para presentar una queja al:

1-800-859-5995

Usted también puede escribir a:

Texas Mutual Insurance Company
Attn: Information Services Center
6210 E Highway 290
Austin, Texas 78723-1098

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

**WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE POLICY****INSURED NAME EXTENDED**

PAGE 2

EXTENSION OF INFORMATION PAGE

POLICY NUMBER

SBP-0001055714 20160210

ISSUE DATE

1-25-2016

ITEM 1

** INSURED NAME EXTENDED **

JABS HOLDINGS LLC
BOB HUGHES OIL CO LLCLIMITED LIABILITY COMPANY
LIMITED LIABILITY COMPANY

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

at 12:01 A.M. standard time, forms a part of

Policy No. SBP-0001055714 20160210

of the Texas Mutual Insurance Company

Issued to JABS HOLDINGS LLC

Premium \$

NCCI Carrier Code 29939

WG000001B (ED. 1-1-2015)

Endorsement No.

Authorized Representative

INSURED'S COPY

LMFAVORS

1-25-2016



WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

SCHEDULE OF OPERATIONS

PAGE 3

EXTENSION OF INFORMATION PAGE

NAME AND ADDRESS OF INSURED

JABS HOLDINGS LLC
8050 SIDE VIEW RD
SAN ANGELO, TX 76901-5438

POLICY NUMBER

SBP-0001055714 20160210

ISSUE DATE

1-25-2016

ITEM 4

** SCHEDULE OF OPERATIONS ** LOCATION INFORMATION

ST	LOC	CODE #	CLASSIFICATION	PREMIUM BASIS: TOTAL ESTIMATED ANNUAL REMUNERATION	RATE PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
42	00001	1321	OIL OR GAS PRODUCTION-OPERATION OF LEASES-& DRIVERS	IF ANY	3.68	
42	00001	8810	CLERICAL OFFICE EMPLOYEES NOC	72,489.00	.34	246.00
42	00001	8113	OIL OR GAS WELL; SUPPLIES OR EQUIPMENT DEALER-SECOND HAND-& LOCAL MANAGERS & DR	60,850.00	8.88	5,403.00
Total Estimated Standard Premium						5,649.00

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

at 12:01 A.M. standard time, forms a part of

Policy No. SBP-0001055714 20160210

of the Texas Mutual Insurance Company

Issued to JABS HOLDINGS LLC

Endorsement No.

Premium \$

Authorized Representative

NCCI Carrier Code 29939

WC000001B (ED. 1-1-2015)

INSURED'S COPY

LMFAVORS

1-25-2016

**WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE POLICY
SCHEDULE OF OPERATIONS - STATE**

PAGE 4

EXTENSION OF INFORMATION PAGE

NAME AND ADDRESS OF INSURED

JABS HOLDINGS LLC
6050 SIDE VIEW RD
SAN ANGELO, TX 76901-5438

POLICY NUMBER

SBP-0001055714 20160210

ISSUE DATE

1-25-2016

ITEM 4

* SCHEDULE OF OPERATIONS *
STATE INFORMATION

ST	CODE #	DESCRIPTION	RATE	PREMIUM ADJUSTMENTS
42	9887	SCHEDULE RATE MODIFIER	.83	980.00-
42	9874	HEALTH CARE NETWORK DISCOUNT	.12	563.00-
42	0900	EXPENSE CONSTANT		150.00
Total Premium Adjustments				1,373.00-
Total Estimated Annual Premium				4,276.00

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

at 12:01 A.M. standard time, forms a part of

Policy No. SBP-0001055714 20160210

of the Texas Mutual Insurance Company

Issued to JABS HOLDINGS LLC

Endorsement No.

Premium \$

NCCI Carrier Code 29939

Authorized Representative

**WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE POLICY**
LOCATIONS

PAGE 5
NAME AND ADDRESS OF INSURED
JABS HOLDINGS LLC
6050 SIDE VIEW RD
SAN ANGELO, TX 76901-5438

POLICY NUMBER
SBP-0001055714 20160210
ISSUE DATE
1-25-2016

EXTENSION OF INFORMATION PAGE

ITEM 1 → LOCATIONS **

LOCATION
NUMBER

ADDRESS

00001

JABS HOLDINGS LLC
6050 SIDE VIEW RD
SAN ANGELO, TX 76901-5438

FEDERAL ID: 275181032
EFFECTIVE: 2-10-2016 EXPIRES: 2-10-2017

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

at 12:01 A.M. standard time, forms a part of

Policy No. SBP-0001055714 20160210

of the Texas Mutual Insurance Company

Issued to JABS HOLDINGS LLC

Premium \$

NCCI Carrier Code 29939

WC000001B (ED, 1-1-2015)

Endorsement No.

Authorized Representative

INSURED \$ COPY

LMFAVORS

1-25-2016

**WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE POLICY****ENDORSEMENT SCHEDULE****EXTENSION OF INFORMATION PAGE**

PAGE 6

NAME AND ADDRESS OF INSURED

JABS HOLDINGS LLC
6050 SIDE VIEW RD
SAN ANGELO, TX 76901-5438

POLICY NUMBER

SBP-0001055714 20160210

ISSUE DATE

1-25-2016

ITEM 3D

ENDORSEMENT SCHEDULE **

STATE	NUMBER	DESCRIPTION	EDITION DATE
42	WC00 00 00C	WORKERS COMPENSATION AND EMPLO	1-01-2015
42	WC00 00 01B	WORKERS COMP/EMPLOYERS L IAB	1-01-2015
42	WC00 04 06	PREMIUM DISCOUNT	1-01-1994
42	WC42 03 01G	TEXAS AMENDATORY	6-01-2014
42	TM-LRC-2008	LIMITED REIMBURSEMENT COVERAGE	1-01-2008
42	TM-PC-2003	POLICY CONDITIONS ENDORSEMENT	3-25-2003
42	TM-MV-2011	MUTUAL ENDORSEMENT FORM	1-01-2012
42	WC00 04 14	NOTIFICATION ON CHG IN OWNRSHP	7-01-1990
42	WC00 04 22B	TERRORISM RISK INSURANCE PROG	1-01-2015
42	WC42 03 08	PARTNERS/OFFICERS/OTHERS E	1-01-1997
42	WC42 04 07	AUDIT PREMIUM ENDORSEMENT	3-23-2002
42	WC42 04 08A	NETWORK DISCOUNT	6-01-2014

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

at 12:01 A.M. standard time, forms a part of

Policy No. SBP-0001055714 20160210

of the Texas Mutual Insurance Company

Issued to JABS HOLDINGS LLC

Premium \$

NCCI Carrier Code 29939

Endorsement No.

Authorized Representative

WC000001B (ED. 1-1-2015)

INSURED'S COPY

LMFAVORS

1-25-2016

ORGANIZED UNDER THE LAWS OF THE STATE OF TEXAS



This Certifies that

Bob Hughes

50%

is the

percent/unit(s) of the

above Limited Liability Company transferable only on the books of the Company, subject to any restrictions set forth in State Law, the Formation Document on the Company Agreement, by the holder hereof in person or by duly authorized attorney upon surrender of this Certificate properly endorsed.

In witness whereof, the said Limited Liability Company has caused this Certificate to be signed by its duly authorized representative(s) and to be sealed with the Seal of the Company.

2/11/11

Jimmy Lee Hughes, Manager

EXHIBIT 4

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

BOB HUGHES OIL CO., LLC
HANTMAN LEASE
241.863 AC. (YELLOW)
JOSEPH HANTMAN, SURFACE & MINERAL INT. OWNER

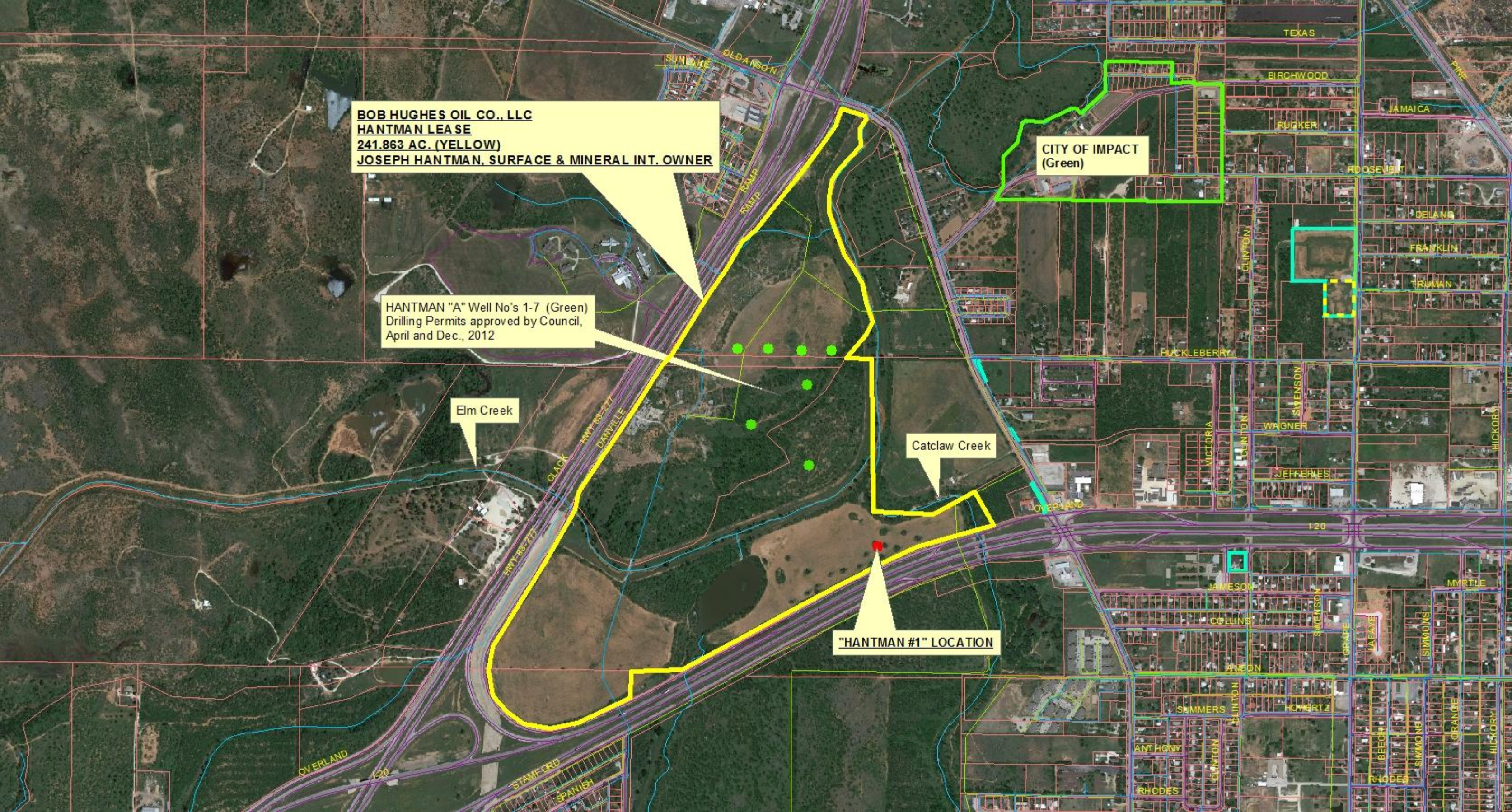
HANTMAN "A" Well No's 1-7 (Green)
Drilling Permits approved by Council,
April and Dec., 2012

CITY OF IMPACT
(Green)

Elm Creek

Catclaw Creek

"HANTMAN #1" LOCATION



BOB HUGHES OIL CO., LLC
HANTMAN LEASE
241.863 AC. (YELLOW)
JOSEPH HANTMAN, SURFACE & MINERAL INT. OWNER

HANTMAN "A" Well No's 1-7 (Green)
Drilling Permits approved by Council,
April and Dec., 2012

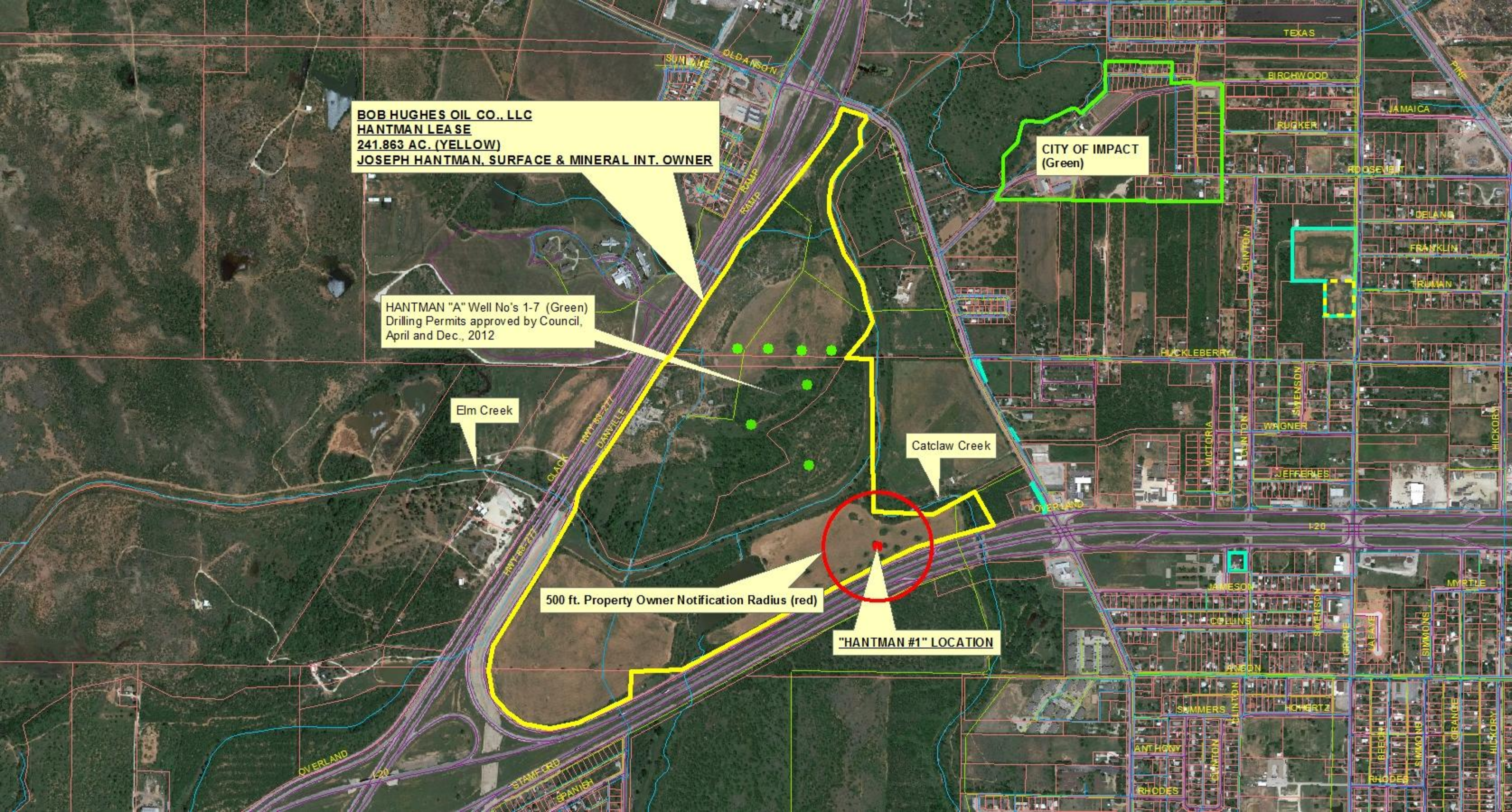
CITY OF IMPACT
(Green)

Elm Creek

Catclaw Creek

500 ft. Property Owner Notification Radius (red)

"HANTMAN #1" LOCATION



Permit to Drill and/or Operate an Oil and/or Gas Well (located N. of Overland Trl. and W. of Old Anson Rd.)

- Bob Hughes Oil Co., LLC submitted an Application/Permit to Drill and/or Operate an Oil and/or Gas Well within the city limits of Abilene. The proposed location is identified as “Hartman #1”.
- The application has been reviewed and found to be complete.
- All property owners within 500 feet of the proposed location have been notified.
- Staff recommends approval of the Permit To Drill and/or Operate an Oil and/or Gas Well to Bob Hughes Oil Co., LLC, for the “Hartman #1” location.



**City Council
Agenda Memo**

City Council Meeting Date: 11/17/2016

TO: Robert Hanna, City Manager

FROM: Howdy Wayne Lisenbee, Director of Capital Improvements

**Resolution: Award bid to Justice Construction, Inc. for the Scarborough
SUBJECT: Park concession building improvements and the Lake Kirby Park softball bathroom
expansion. (*Wayne Lisenbee*)**

GENERAL INFORMATION

The City of Abilene Parks Division maintains 40 baseball fields for community baseball and softball leagues. Across this network of baseball complexes are concession and restroom facilities that are used by an estimated 300,000 - 320,000 people per year. Many of these high use facilities are aging, no longer meet current Health & Safety codes, and cannot be renovated up to standards.

The ball field concession structure at Scarborough Park is over 50 years old and is at the end of its useful life. Since it cannot be effectively renovated to bring it up to code, this project allows for the demolition and reconstruction of a new structure to provide adequate restrooms, concession area, official scorekeeper/announcer booth, and storage for the City's league partners.

The Lake Kirby Park softball complex is host to girls' softball leagues and tournaments throughout the year. The restroom facilities at this complex no longer provides adequate restroom capacity for the growth and utilization of the complex. The project also allows for the expansion and renovation of the girls' restroom facilities to better accommodate the high utilization the complex receives.

Three bids were received for the project and Justice Construction, Inc. was low bid in the amount of \$351,880.

SPECIAL CONSIDERATIONS

Improvements to the City of Abilene's baseball field complexes can lead to increased utilization for baseball and softball tournaments. These events bring visitors and sales tax revenue to the community. Construction activities have been timed to occur during the off-season for these two complexes.

FUNDING/FISCAL IMPACT

This project was approved and funded as part of the 2015 CIP budget adopted by City Council.

STAFF RECOMMENDATION

Staff recommends City Council award the bid to Justice Construction, Inc. of Abilene, Texas in the amount of

\$351,880.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
☐ DRAFT Resolution	Exhibit
☐ Bid Tabulation	Exhibit
☐ PPoint Presentation	Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AWARDING BID TO JUSTICE CONSTRUCTION INC. OF ABILENE TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the Scarborough Park Concession Improvements and Lake Kirby Park Restroom expansion; and

WHEREAS, the project involves demolition and reconstruction of restrooms, concessions, scorekeeper/announcer booth, and storage at Scarborough Park; and

WHEREAS, the project includes expansion of the ladies' restroom facilities at the Lake Kirby Park softball complex; and

WHEREAS, the following bids were received and opened on October 25, 2016:

Don Faulkner Construction	\$387,000.00
Justice Construction Inc.	\$351,880.00
Unified Services of Texas Inc.	\$397,222.42

WHEREAS, Justice Construction Inc. of Abilene, Texas submitted the low bid in the amount of \$351,880.00 with the bid meeting specifications. Staff recommends awarding the bid to Justice Construction Inc. of Abilene, Texas.

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

Part 1: The City Council awards the bid to Justice Construction Inc. in the amount of \$351,880.

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

ADOPTED this _____ day of November, 2016.

ATTEST:

Danette Dunlap, City Secretary

Norman Archibald, Mayor

APPROVED:

Stanley Smith, City Attorney

[illegible]

Bid Award: Scarborough & Lake Kirby Park Improvements

November 17, 2016





The City of Abilene Parks Division maintains:

- 40 individual baseball and softball fields
- Used by 6,000 athletes
- Visited by 300,000 spectators

Most of these facilities are over 50 years old, are in disrepair, and cannot be brought up to Health & Safety Codes

Baseball leagues and tournaments bring visitors and sales tax revenues into Abilene.





Parks has been working to improve these facilities as funding becomes available:

- 2003 - Will Hair Park
- 2006 - Sears Park
- 2013 - Sears Park
- 2016 - Scarborough Park
- 2016 - Lake Kirby Park

- ☐ Will Hair Little League
- ☐ Jackson Park Little League
- ☐ Cal Young Little League
- ☐ Nelson Park Softball
- ☐ Rose Park Complex
- ☐ Redbud Park Complex

This project was funded as part of the 2015 CIP budget approved by the City Council.

The scope of work includes:

- Scarborough Park
 - Demolition of the existing facilities
 - Construction of new restrooms, concessions, announcers box, and storage.
- Lake Kirby Park
 - Expansion of the ladies' restroom facilities at the softball complex.

Low Bid of \$351,880 from Justice Construction, Inc. is within budget.





**City Council
Agenda Memo**

City Council Meeting Date: 11/17/2016

TO: Honorable Mayor and members of the City Council

FROM: Robert Hanna, ICMA-CM

SUBJECT: Discussion: Provide Direction on Proposed Changes to the City's Budget Process.
(Robert Hanna)

GENERAL INFORMATION

I am proposing minor, but important budget process changes that create increased Council involvement in the budget formulation. In general, I want to provide a formal opportunity for the City Council to identify funding priorities for the upcoming fiscal year. There are also some general budget process changes at the staff level that I wish to brief Council on.

The attached PowerPoint presentation summarizes the changes I am proposing in regards to Council's role in the budget process. Staff changes are more internally focused and we can discuss these in greater detail at the Council Meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

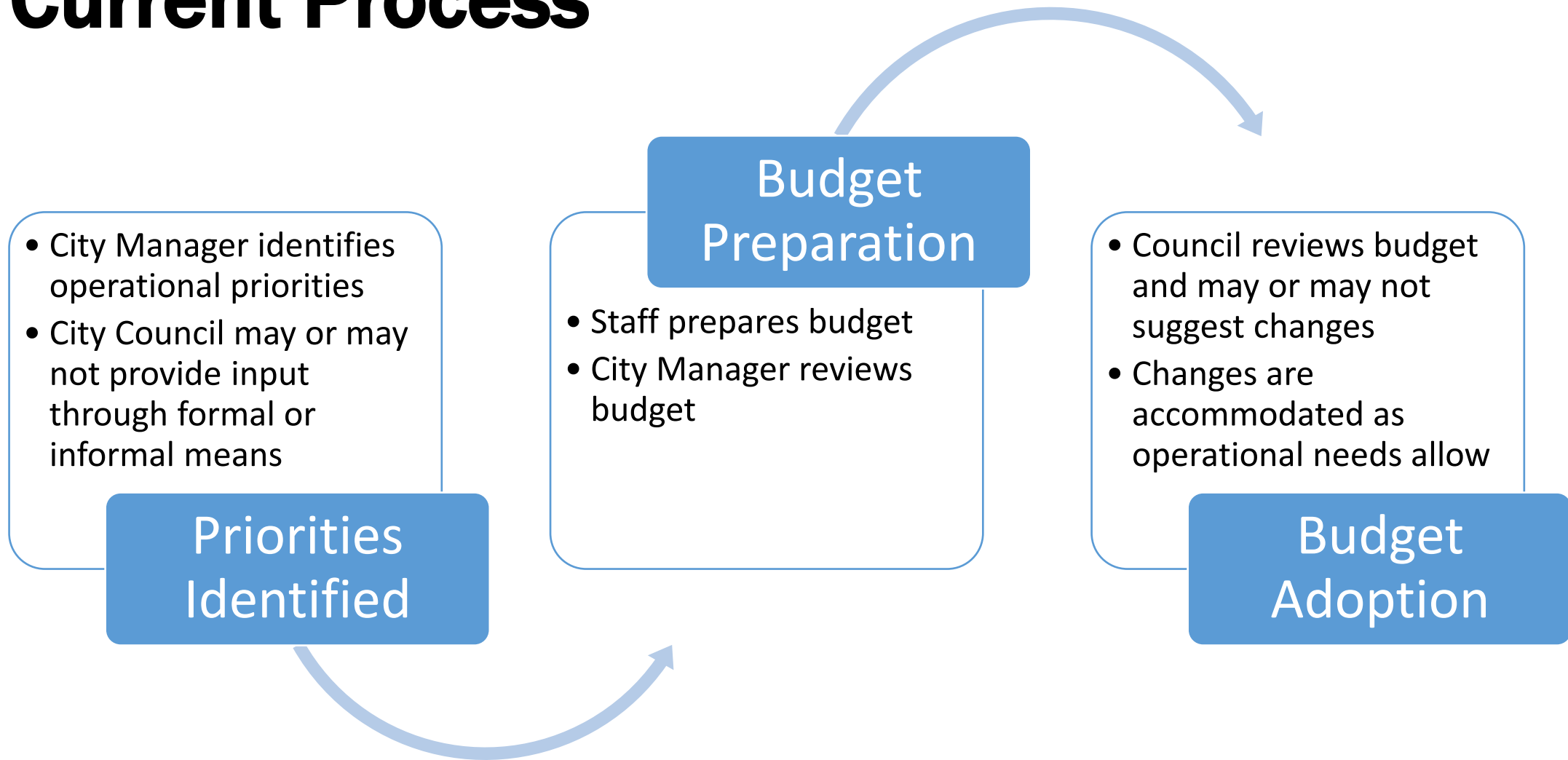
Staff is seeking direction on the suggested budget process changes. No vote is required.

BOARD OR COMMISSION RECOMMENDATION

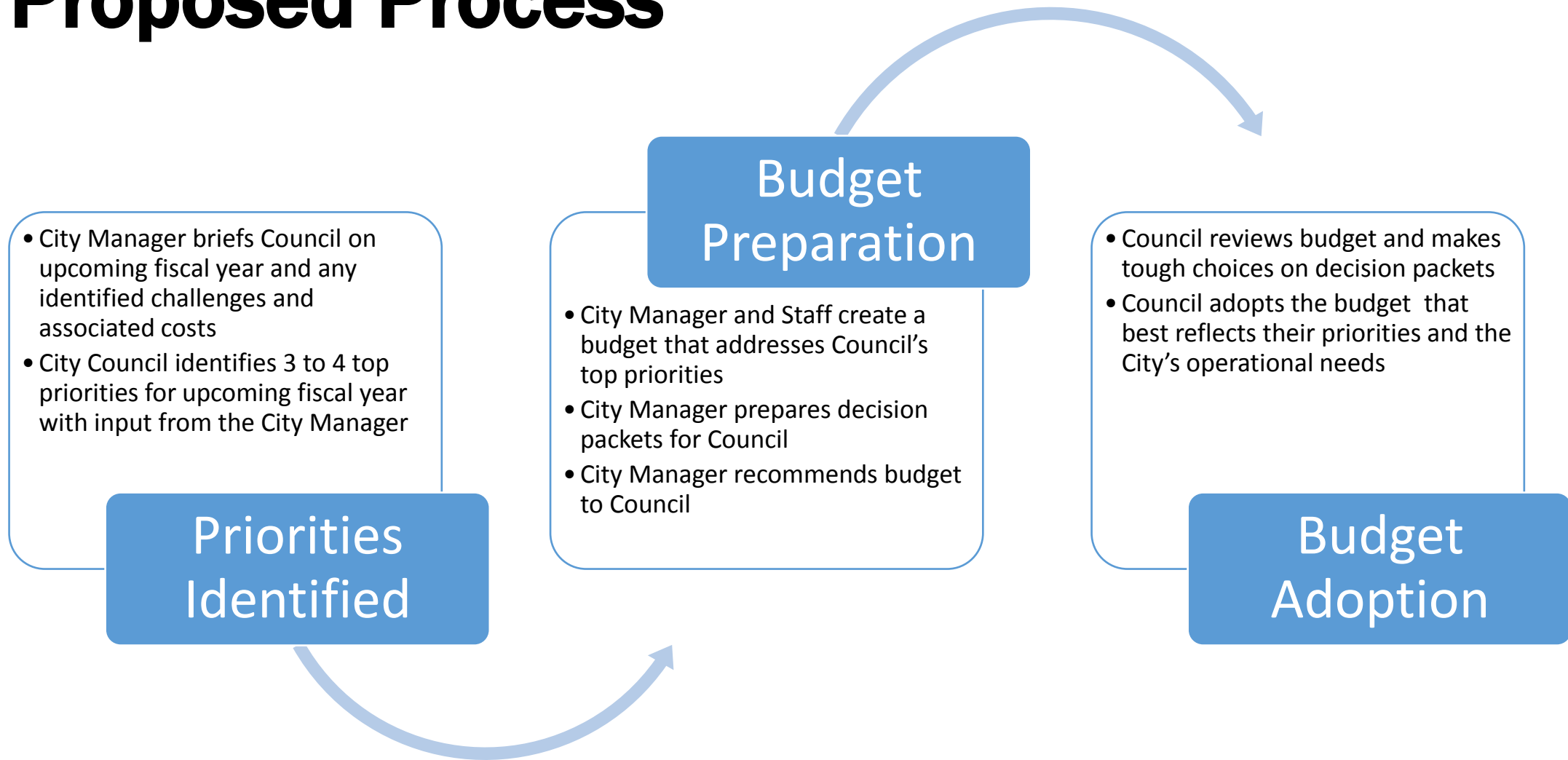
ATTACHMENTS:

Description	Type
□ Presentation	Cover Memo

Current Process



Proposed Process



Proposed Timeline

October	November	December	January	February	March
New fiscal year begins		First Fiscal Quarter	1 day budget retreat for upcoming fiscal year		Second Fiscal Quarter

April	May	June	July	August	September
Mid year revenue and expenditure projections	CM and staff work to prepare budget	Third Fiscal Quarter Budget preparations continue	3 day budget workshop for in depth discussions of CM proposed budget	Continue budget discussions as needed and hold public hearings	Adopt tax rate, fee schedule, and budget Fiscal year end



Purpose of 1 day budget retreat



Understand current fiscal constraints as best as possible given an imperfect viewing lens

Identify 3 to 4 “Big Rocks” that Council wants special focus on for the upcoming fiscal year given current fiscal constraints

Define what success looks like for those “Big Rocks” – both incrementally and at the end of all phases

Identify any programs or services Council is prepared to see less funding for in order to address the “Big Rocks” for upcoming fiscal year



Purpose of 3 day budget retreat



Receive, review and understand City Manager's proposed budget – both core services budget, and decision packages for “Big Rocks”

Provide feedback and direction on whether or not the “Big Rocks” are sufficiently addressed

Provide feedback and direction on measures to gauge success of addressing “Big Rocks”

Provide feedback and direction on what other information or changes Council needs to adopt the proposed budget



Discussion and Questions?

