



City Council
Agenda Memo

TO: Larry D. Gilley, City Manager

City Council
Meeting Date: 04/22/10

FROM: Ken Dozier, Fire Chief *K.D.*

SUBJECT: Fireworks Display

GENERAL INFORMATION

The Fire Marshal has received a request from A.M. Pyrotechnics for City Council approval (City Code Sec. 20-25) to conduct a fireworks display at Hardin-Simmons University on April 23, 2010. An alternate rain date is set for April 24, 2010.

SPECIAL CONSIDERATIONS

A.M. Pyrotechnics will comply with all applicable codes. Provisions will be made to provide fire personnel at the display site. Abilene Police Department Traffic Division has been notified.

FUNDING/FISCAL IMPACT

No fiscal impact to the City is anticipated.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS

Display Site Inspection Certificate and Map
Certificate of Insurance

Prepared By:

Disposition by City Council

Approved Denied
 Other Ord/Res # _____

Name Ken Dozier

Item No. 6.1

Title Fire Chief

City Secretary

Texas Department of Insurance
State Fire Marshal's Office

Application for Class B Fireworks (Fireworks 1.3G) Singular or Multiple Display Permit
Site Inspection Certification

1. Name of applicant AM PYROTECHNICS, LLC
Address 3800 CR 94 UNIT 21-102 Telephone 281-904-7367
City MANVEL State TX Zip Code 77578

2. Date of display 4.23.10 Time APPROX 8:30PM
Alternate date of display 4.24.10 RAIN DATE Time APPROX 8:30PM

3. Location and/or alternate location for the display _____
HARDIN SIMMONS UNIVERSITY
2200 HICKORY ST
ABILENE TX 79601

4. As the fire prevention officer, I approve of the display site. Yes No
See conditions

5. I approve of the location and manner for storage of display fireworks before and during the display.

Yes No

Not specified in proposal

6. I approve of the potential landing area for fireworks debris. Yes No
See conditions

7. The display is to be conducted in compliance with Section 34.826 and 34.827 of the Fireworks Rules.

Yes No

Pyrotechnics operator shall comply with all state regs.

8. My approval is subject to the following conditions.

List conditions, if applicable, or indicate "None" Site will be approved at launch
time based on current wind conditions.

9. As the appropriate fire prevention officer, I have inspected the display site(s) to determine whether this proposed display is of a nature or in a location that may be hazardous to property or dangerous to any person. This form is my notice to the state fire marshal of the results of the inspection as required in Sec. 2154.206, Chapter 2154, Texas Occupations Code.

Signature of fire prevention officer Ed Williams

Date 02 Apr 2010

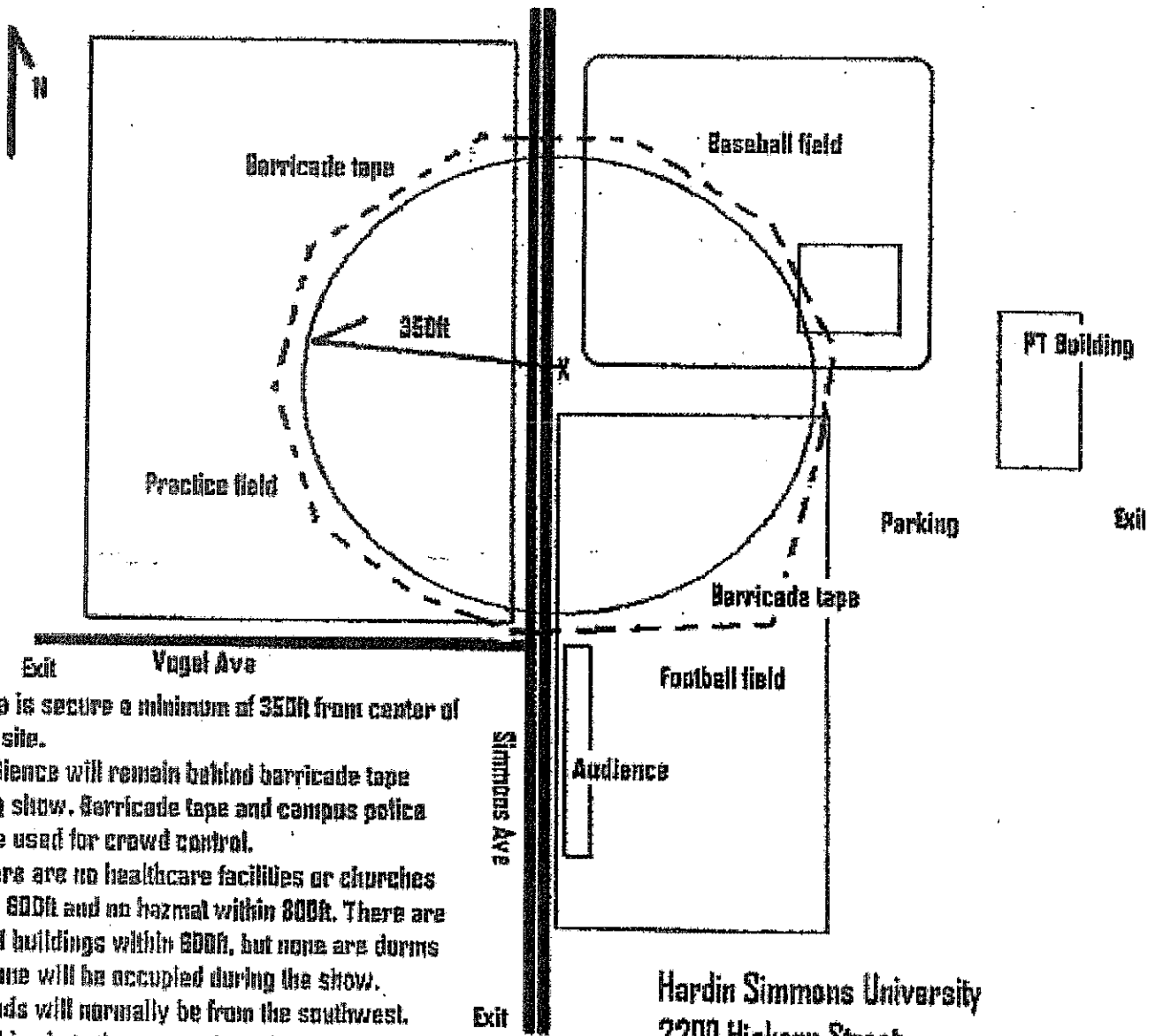
Printed name of fire prevention officer Ed Williams

Title Fire Marshal

Department Abilene Fire Dept.

Telephone No. (325) 676-6679

Telephone No. 512-305-7930
Fax No. 512-305-7922
Web Site Address www.tdi.state.tx.us/fire



1. Area is secure a minimum of 350ft from center of shoot site.
2. Audience will remain behind barricade tape during show. Barricade tape and campus police will be used for crowd control.
3. There are no healthcare facilities or churches within 800ft and no hazmat within 800ft. There are school buildings within 800ft, but none are dorms and none will be occupied during the show.
4. Winds will normally be from the southwest.
5. Parking is to the east and south, and can exit to the east or south.

Hardin Simmons University
2200 Hickory Street
Abilene, Texas, 79698

City of Abilene Fire Department

This stamp is not a building permit or an approval of the violation of local, state or federal law.

Accepted
 Accepted with Conditions
 Attached
 Listed

Ed Williams *02 Apr 2010*
 Ed Williams, Fire Marshal Date

6.1 pg. 3

Launch site shall be approved at time of launch based on current wind conditions.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2010

PRODUCER Phone: 440-248-4711 Fax: 440-248-5406
Britton-Gallagher and Associates, Inc.
6240 SOM Center Rd.
Cleveland OH 44139

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
AM Pyrotechnics LLC
AM Pyrotechnic Displays LLC
5412 S. 244 Road
Buffalo MO 65622

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Granite State Insurance Co.	23809
INSURER B: Texas Mutual Insurance Company	
INSURER C: Axis Surplus Ins Company	
INSURER D: Lexington Insurance Company	19437
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	33057825	11/25/2009	11/25/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA66143454	11/25/2009	11/25/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EAACC \$ AUTO ONLY: AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	ULP0036346	11/25/2009	11/25/2010	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	STA0001195474 (TX)	10/15/2009	10/15/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Date of Display: 4/23/2010 Rain Date: 04/24/2010
Additional Insured: City of Abilene, Texas

CERTIFICATE HOLDER

Hardin Simons University
2200 Hickory Street
Abilene TX 79601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



City Council
Agenda Memo



City Council
Meeting Date: April 22, 2010

TO: Larry D. Gilley, City Manager
FROM: Don Green, Director of Aviation
SUBJECT: URS Corp. Engineering Contract Task Order 23

GENERAL INFORMATION

As part of the Airport's FY10 Airport Improvement Program (AIP) projects, Task Order 23 is requested to be considered for authorization. This Task Order provides authorization for URS to design the Snow Removal Equipment Storage Building. The fee for this service is a fixed fee in the amount not to exceed \$107,677.23. The total budget for this project, including construction, is \$750,000.

FUNDING/FISCAL IMPACT

The fee for Task Order 23 is funded 95% by AIP Grant 39. The city's 5% share for this task order is \$5,383.86.

STAFF RECOMMENDATION

Staff recommends the City Council authorize the City Manager to execute Task Order 23 of the URS Corp engineering contract.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board voted to recommend approval of Task Order 23 of URS' contract at its April 14 meeting.

Prepared by: Name: Don Green Title: Director of Aviation	Item No. <u>6.2</u>	Disposition by City Council <input type="checkbox"/> Approved Ord/Res# <input type="checkbox"/> Denied <input type="checkbox"/> Other _____ _____ City Secretary
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City Council
Agenda Memo



City Council
Meeting Date: April 22, 2010

TO: Larry D. Gilley, City Manager
FROM: Don Green, Director of Aviation
SUBJECT: URS Corp. Engineering Contract Task Order 24

GENERAL INFORMATION

As part of the Airport's FY10 Airport Improvement Program (AIP) projects, Task Order 24 is requested to be considered for authorization. This Task Order provides authorization for URS to provide construction management and testing services for the Air Carrier Ramp Reconstruction Area E Project and the T-Hangar Taxilane Reconstruction Area C Project. The fee for this service is a fixed fee in the amount not to exceed \$261,628.54.

FUNDING/FISCAL IMPACT

The fee for Task Order 24 is funded 95% by AIP Grant 39. The city's 5% share for this task order is \$13,081.43.

STAFF RECOMMENDATION

Staff recommends the City Council authorize the City Manager to execute Task Order 24 of the URS Corp engineering contract.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board voted to recommend approval of Task Order 24 of URS' contract at its April 14 meeting.

Prepared by:

Name: Don Green

Title: Director of Aviation

Item No. 6.3

Disposition by City Council

Approved Ord/Res#

Denied

Other

City Secretary

**City Council
Agenda Memo**



**City Council
Meeting Date: April 22, 2010**

TO: Larry D. Gilley, City Manager

FROM: Don Green, Director of Aviation

SUBJECT: Air Carrier Ramp Reconstruction, Area "E" Bid Award

GENERAL INFORMATION

Bids were received for this project, CB-1022, on March 16, 2010. Two bids were received and Duinck Construction of Roanoke, TX had the low bid in the amount of \$3,051,029.50. Bid tabulation is attached.

This project is the last of five reconstruction phases for the air carrier ramp at the terminal. The project will continue the replacement of the aging paved surface with a higher strength capacity concrete.

FUNDING/FISCAL IMPACT

This project is proposed to be funded 95% by anticipated AIP Grant 3-48-0002-39-09, and 5% (\$152,551.47) by the City.

STAFF RECOMMENDATION

Staff recommends that City Council award Bid No. CB-1022 in the amount not to exceed \$3,051,029.50 to Duinck Construction subject to the availability of federal funding.

BOARD OR COMMISSION RECOMMENDATION

At its April 14 meeting, the Airport Development Board voted to recommend to City Council to award the bid subject to the availability of federal funding.

<p>Prepared by:</p> <p>Name: <u>Don Green</u></p> <p>Title: <u>Director of Aviation</u></p>	<p>Item No. <u>6.4</u></p>	<p>Disposition by City Council</p> <p><input type="checkbox"/> Approved Ord/Res#</p> <p><input type="checkbox"/> Denied</p> <p><input type="checkbox"/> Other _____</p> <p>_____ City Secretary</p>
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City Council
Agenda Memo



City Council
Meeting Date: April 22, 2010

TO: Larry D. Gilley, City Manager
FROM: Don Green, Director of Aviation
SUBJECT: T-Hangar Taxilane Reconstruction Area C Bid Award

GENERAL INFORMATION

Bids were received for this project, CB-1021, on March 16, 2010. Three bids were received and G.R. Birdwell Construction of Houston, TX had the low bid in the amount of \$1,373,922.90. Bid tabulation is attached.

This is the final of three construction phases to completely reconstruct the taxilanes between the T-hangars in the vicinity of Abilene Aero's leasehold. The overall project will replace asphalt pavement that is beyond its useful life with concrete and at a greater weight bearing capacity.

FUNDING/FISCAL IMPACT

This project will be funded 95% by AIP Grant 3-48-0002-39-09 and 5% (\$68,696.15) by the City

STAFF RECOMMENDATION

Staff recommends that City Council award Bid No. CB-1021 in the amount not to exceed \$1,373,922.90 to G.R. Birdwell Construction subject to the availability of federal funding.

BOARD OR COMMISSION RECOMMENDATION

At its April 14, 2010 meeting, the Airport Development Board voted to recommend City Council award the bid subject to the availability of, and to the limits of federal funding.

Prepared by:

Name: Don Green

Title: Director of Aviation

Item No. 6.5

Disposition by City Council

- Approved Ord/Res#
 Denied
 Other _____

City Secretary

City Council
Agenda Memo



City Council
Meeting Date: April 22, 2010

TO: Larry D. Gilley, City Manager

FROM: Don Green, Director of Aviation

SUBJECT: Change Order 2 for Air Carrier Ramp Reconstruction, Area "D"

GENERAL INFORMATION

Change Order 2, in the amount of \$32,680.00, is for additional quantities of dirt and rock excavated during this project that was beyond the engineer's design estimate.

FUNDING/FISCAL IMPACT

This change order is proposed to be funded 95% by AIP Grant 3-48-0002-37-09, and 5% (\$1,634.00) by the City.

STAFF RECOMMENDATION

Staff recommends that City Council authorize Change Order 2 in the amount of \$32,680.00.

BOARD OR COMMISSION RECOMMENDATION

At its April 14 meeting, the Airport Development Board voted to recommend that City Council authorize this change order.

Prepared by:

Name: Don Green

Title: Director of Aviation

Item No. 6.6

Disposition by City Council

- Approved Ord/Res#
- Denied
- Other _____

City Secretary

City Council
Agenda Memo



City Council
Meeting Date: 04-22-10

TO: Larry D. Gilley, City Manager
FROM: Megan R. Santee, Interim Director of Public Works *MRS*
SUBJECT: Street Use License Agreement for The Park People, in partnership with The Center for Contemporary Arts, for "Dogwalk-Artwalk"

GENERAL INFORMATION

The Park People, in partnership with The Center for Contemporary Arts, have submitted a request for a Street Use License (SUL) Agreement to hold a public event described as "Dogwalk-Artwalk" to be held from 5:00 p.m. until 8:00 p.m. on Thursday, May 13, 2010 in the public right way on Cypress Street, from the north right-of-way line of North 2nd Street to the south right-of-way line of North 3rd Street. Activities will include pet training demonstrations, tables with various dog organizations, a dog parade, marching band, etc.

STAFF RECOMMENDATION

Staff has reviewed this request and recommends that the Council, by oral resolution, authorize the Mayor to execute the attached Street Use License Agreement with The Park People, in partnership with The Center for Contemporary Arts, for "Dogwalk-Artwalk".

ATTACHMENTS

Street Use License Agreement, Short Term

Prepared by: Name: <u>Travis McClure</u> Title: <u>Land Agent</u>	Item No. <u>6.7</u>	Disposition by City Council <input type="checkbox"/> Approved Ord/Res# _____ <input type="checkbox"/> Denied <input type="checkbox"/> Other _____ City Secretary
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THE STATE OF TEXAS

**STREET USE LICENSE AGREEMENT
SHORT TERM**

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this ___ day of _____, A.D., _____, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and The Park People in partnership with The Center for Contemporary Arts hereinafter referred to as "Licensee".

WITNESSETH:

That City, pursuant to Chapter 29, "Streets and Sidewalks", Article V, "Street Use License", does hereby grant to Licensee the privilege of using the following described public property, to-wit: Cypress Street, from the north right-of-way line of N 2nd Street to the south right-of-way line of N 3rd Street.

for and in consideration of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS, commencing the date of execution unless otherwise specified, and upon the conditions and covenants set forth in this License and in Exhibit A, incorporated by reference for all purposes herein.

I. Purpose:

The purpose of this License is to permit Licensee to:

Hold a public event described as "Dogwalk-Artwalk" in conjunction with regular monthly Artwalk. Activities will include pet training demonstrations, dog parade, tables with various dog organizations, etc.

II. Term of Agreement/Termination

1. This License shall be in effect only for the following time period:

Thursday, May 13, 2010 from 5:00 p.m. – 8:00 p.m.

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

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II. Indemnity:

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

“Licensee’s employees” shall mean any employees, officers, agents, subcontractors, licensee and invitees of Licensee.

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

injury or damage to any property or right

injury, damage, or death to any person or entity

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

all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

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

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

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

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

IV. Insurance.

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

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

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

All insurance policies or certificates shall contain the following provisions:

6.7 pg. 4

- a. That the City of Abilene, Texas, is named as an additional insured.
- b. That such insurance shall not be cancelled or materially changed without a minimum of thirty (30) day's advance notice in writing to the City.

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

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

IV. License Requirements and Restrictions:

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

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

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

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

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

CITY OF ABILENE, TEXAS

NAME OF LICENSEE:

Mayor

Clell E. Wright
By: _____
signature

ATTEST:

City Secretary

APPROVED:

City Attorney

Printed Name and Title

Business Address: _____

Dogwalk-Artwalk

CONDITIONS AND COVENANTS

EXHIBIT A

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

1. The Licensee may take control of the street on Thursday, May 13, 2010, as follows:
 - a. Control of the on-street parking spaces beginning at 5:00 p.m.
 - b. Close the permitted portion of the street to through traffic beginning at 5:00 p.m.
 - c. Street will be re-opened to through traffic at 8:00 p.m.
2. The Licensee shall submit a traffic control plan in compliance with the Texas Manual on Uniform Traffic Control Devices to the Land Agent office for review by May 3, 2010.
3. The Licensee shall contact all property owners, businesses and business tenants of properties on Cypress Street from N 2nd Street to N 3rd Street that would normally be open at any time between 5:00 p.m. and 8:00 p.m. on Thursday, May 13, 2010 to advise them of the proposed street closure and to work out arrangements to accommodate their access needs. Licensee shall provide to the City documentation that this has been accomplished by May 3, 2010.
4. The Licensee shall designate an event command center and an event contact person(s). This information, as well as contact phone numbers, shall be provided to the City by May 3, 2010. During the event, an event contact person shall be on-site at all times.
5. The Licensee shall obtain from the Fire Marshal a Fire Code outdoor carnival/fair permit. The Licensee shall insure that all food and beverage vendors associated with the event obtain a temporary food vendors permit from the Environmental Health office.
6. The Licensee shall ensure that the event is conducted in conformance with all applicable laws and regulations, including but not limited to State and City noise regulations and Texas Alcoholic Beverage Commission rules and regulations.
7. The Licensee shall prominently post notice at each entry into the controlled area that smoking is not permitted at the event and shall comply with the requirements of the smoking ordinance.
8. The Licensee shall provide sufficient portable toilets to accommodate the needs of event participants. As a minimum, there shall be at least four portable toilets distributed uniformly throughout the exhibition area. The portable toilets shall not be located within 10 feet of the door to any building nor shall they be located on the street side of any glass storefront.
9. The Licensee shall provide sufficient security forces, as determined by the Chief of Police,

for crowd control and protection of property.

10. The Licensee shall provide for collection and disposal of solid waste created by the event. This shall include an adequate number of waste receptacles, collection of litter after the event, and delivery of the waste to the landfill. At a minimum this shall include one waste receptacle within 50 feet of each food vendor or beverage vendor and one waste receptacle within the block of Cypress Street that is closed for the event.
11. The Licensee shall be responsible for obtaining, properly installing, and maintaining all necessary traffic control signs and barricades in compliance with the traffic control plan.
12. The Licensee shall maintain free of obstructions a fire apparatus access lane at least 20 feet in width from end-to-end of all street segments and an access path at least 10 feet in width from the fire apparatus access lane to all fire service appliances (fire hydrants, fire service connections to buildings, etc.) at all times.
13. The Licensee shall make provision for safe access to private property abutting Cypress Street to any party desiring to access that property.
14. The Licensee shall protect traffic signal control equipment and related facilities, signs, pavement markings, and other traffic control devices within the permitted area and shall be responsible for prompt repair of any damage. The Licensee shall be responsible for all costs associated with adjustments to the City's traffic control devices that are necessary for the permitted activity.
15. The Licensee shall clear the sidewalks and pavement area of obstructions to pedestrian and vehicular traffic before ending control of the area. The Licensee assumes all responsibility for warning and/or protecting pedestrians and motorists from obstructions and hazards if they are allowed to enter the controlled area before it is cleared of such obstructions and hazards.
16. The Licensee shall post signs notifying all attendees of this event that they are responsible for picking up and properly disposing of any/all pet fecal material that may be deposited by their pet(s) on the sidewalks and street within the permitted area. Licensee shall be responsible for picking up and properly disposing of any/all pet fecal material that remains on the sidewalks and street within the permitted area at the end of the event.



STREET USE LICENSE AGREEMENT
SHORT TERM

APPLICATION

Applicant: The Park People Phone: 676-4068

Address: 402 Cypress 420 79601

Agent: Clell Wright Phone: _____

Event name: Artwalk-Dogwalk Event type: ARTWALK

Description of public right-of-way proposed for the event/activity: _____

200 Block of Cypress

Activities that will occur in the public right-of-way: Pet training demonstrations,
tables with various DOG ORGANIZATIONS

Date & time period of event: May 13, 2010 5-8 pm

Date & time period of street closure: 5/13/10 5:00-8pm

Expected peak attendance: 500 people

Circle items to be offered at event: Food Beverages Alcohol

Preferred City Council meeting for request to be considered: April 8 or next available

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

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

Signature of Applicant or Agent

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

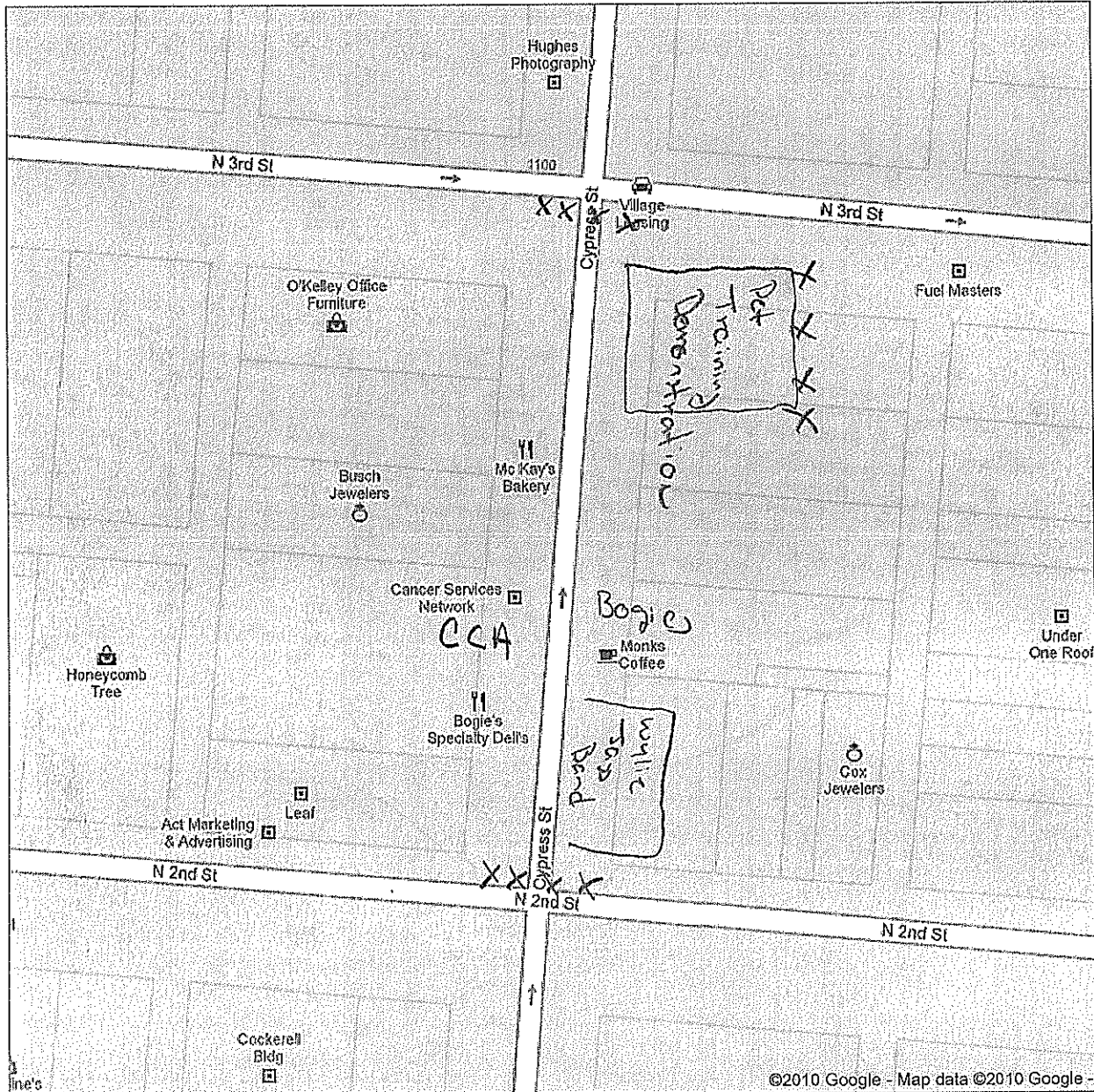
Date

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Google maps Address Abilene, TX

Get Google Maps on your phone

Text the word "GMAPS" to 466453



X = Copies
list of activities attached

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**LIST OF ACTIVITIES FOR STREET CLOSURE OF CYPRESS STREET
DOG WALK, 2010
May 13**

The following activities will take place in the 200 block of Cypress Street

1. Pet Training Demonstration (parking lot)
2. Wylie Jazz Band
3. Dog Park Booth (to sell bricks and accept donations)
4. Dog Art Booth (art works created by and with dogs)
5. Abilene Police Department K9 unit
6. Pet Therapists
7. Meek Blood Bank (in negotiation)
8. Raffle for Dog House
9. Art Sale (artists who donate paintings to be sold during art walk)
10. Abilene Kennel Club
11. Dog Parade with bag pipers

DOG WALK AND SHOW
Thursday, May 13, 2010

Cypress Street from North 2nd Street to North 3rd Street will be closed from 5:00 p.m. to 9:00 p.m.

I understand that this event will bring many people downtown, and I am willing to cooperate with the Center for Contemporary Arts in allowing Cypress Street to be closed to traffic at 5:00 p.m. on Thursday, May 13, 2010.

Business Name

Phone Number

Signature

Monks

437 2984

J. L. H. A.

McKay's Bakery

672-9737

Dorothy Henshaw

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
3/18/2010

PRODUCER (325) 695-0222 FAX: (325) 695-0228
 CBS Insurance, LLP
 3005 South Treadaway Blvd
 Abilene TX 79602
 INSURED
 Center for Contemporary Arts
 220 Cypress Street
 Abilene TX 79601

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co	25658
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Liquor Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PACP 1126P519	10/15/2009	10/15/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PACP 1126P519	10/15/2009	10/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
The Park People 741 Peach Street Abilene, TX 79602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Mark Beale/TNETZ <i>Mark A. Beale</i>

6.7 pg. 13

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
3/18/2010

PRODUCER (325) 695-0222 FAX: (325) 695-0228
CBS Insurance, LLP
3005 South Treadaway Blvd

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Abilene TX 79602

INSURED
Center for Contemporary Arts
220 Cypress Street

Abilene TX 79601

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Indemnity Co	25658
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Liquor Liab GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PACP 1126P519	10/15/2009	10/15/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PACP 1126P519	10/15/2009	10/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
			OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Abilene
555 Walnut Street
Abilene, TX 79601

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Mark Beale/TNETZ *Mark A. Beale*

6.7 pg.15

IMPORTANT

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City Council
Agenda Memo



City Council
Meeting Date: 04-22-08

TO: Larry D. Gilley, City Manager
FROM: Megan R. Santee, Interim Director of Public Works 
SUBJECT: Oral Resolution for a Street Use License Agreement with Talon, LPE, acting as Agent for Allsup's Petroleum Inc.

GENERAL INFORMATION

Talon, LPE, acting as agent for Allsup's Petroleum, Inc, has applied for a Street Use License (SUL) to install and maintain groundwater monitoring and/or remediation wells in the public right of way located on Burger, Green and Shelton Streets, from the north right of way line of Ambler Ave. to the south right of way line of University Blvd, as shown on the attached map. These wells have been requested by the State of Texas/Texas Commission on Environmental Quality (TCEQ), for groundwater monitoring and potential remediation activities due to possible groundwater contamination emanating from the Allsup's Convenience Store location at 2702 Ambler Avenue. Talon, LPE, is the environmental remediation firm employed by Allsup's Petroleum Company.

STAFF RECOMMENDATION

Staff has reviewed this request, and recommends that the Council, by oral resolution, authorize the Mayor to execute the attached Street Use License Agreement with Talon, LPE acting as agent for Allsup's Petroleum Inc.

ATTACHMENTS

Street Use License Agreement, Extended Term
Location Map

Prepared by:

Name: Travis McClure

Title: Land Agent

Item No. 6.8

Disposition by City Council

- Approved Ord/Res# _____
 Denied
 Other

City Secretary

THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT
EXTENDED TERM

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this ____ day of _____, A.D., 2010, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and Allsup's Petroleum Inc., acting through its agent, Talon/LPE, hereinafter referred to as "Licensee".

WITNESSETH:

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

Use of the public right-of-way where necessary for the purpose described below, in the area bounded by/from:

Burger Street, from the north right-of-way line of Amber Ave. to the south right-of-way line of University Blvd; Green Street, from the north right-of-way line of Ambler Ave. to the south right-of-way line of University Blvd; Shelton Street- the west side of the Shelton Street right-of-way, from the north right-of-way line of Ambler Ave. to the south right-of-way line of University Blvd.

for and in consideration of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS, commencing the date of execution unless otherwise specified, and upon the conditions and covenants set forth in this License and in Exhibit A incorporated by reference for all purposes herein.

I. Purpose:

The purpose of this License is to permit Licensee to:

Install and maintain groundwater monitoring wells as requested by the State of Texas/Texas Commission on Environmental Quality (TCEQ) for groundwater monitoring and potential remediation activities due to possible groundwater contamination emanating from the Allsup's Convenience Store location at 2702 Ambler Ave.

II. Indemnity:

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

6.8 pg. 2

“Licensee’s employees” shall mean any employees, officers, agents, subcontractors, licensee and invitees of Licensee.

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

injury or damage to any property or right

injury, damage, or death to any person or entity

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

all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

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

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

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

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

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

III. Insurance

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

<u>Type</u>	<u>Amount</u>
Comprehensive General Liability to include (but not limited to) the following:	\$250,000 -----Per Person \$500,000 -----Per Occurrence for Bodily Injury, and
a) Premises/Operations Coverage	\$100,000 -----Per Occurrence for
a) Contractual Liability Coverage	Property Damage

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

All insurance policies or certificates shall contain the following provisions:

- a. That the City of Abilene, Texas, is named as an additional insured.
- b. That such insurance shall not be cancelled or materially changed without a minimum of thirty (30) day's advance notice in writing to the City.

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

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

IV. License Requirements and Restrictions:

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

2. The construction signing and barricading requirements of the Texas Manual On Uniform Traffic Control Devices shall be met for all work done in the public right-of-way.

3. The Licensee shall be responsible for locating, protecting, and repairing (if damaged) all utilities within the area permitted and shall pay all costs associated with adjustments to utilities including street lights that are necessitated by the permitted use.

4. Permitted facilities shall be installed in accordance with all applicable laws, regulations, and codes.

5. The Licensee shall relocate its facilities at its own expense to accommodate public improvements in the right-of-way.

6. If Street Use License regulations change, the Licensee shall agree to any new requirements or shall remove all constructed facilities from the right-of-way.

7. Upon termination the Licensee shall restore the property at its expense, to a good workmanlike condition and in a manner satisfactory to the Director of Public Works or designee.

8. The City Manager, Police Chief, Fire Chief, or a designee of such officials, shall have the authority to order immediate removal of any objects or materials placed on the premises by Licensee if, in the City's opinion, removal is necessary to protect the health, safety, or welfare of the public. If the Licensee fails to comply with the order, the City shall remove the materials, and the Licensee shall reimburse the City for the cost of compliance. The Licensee may appeal the removal order to the Abilene City Council by filing written notice with the City Secretary within 5 days of the order; provided, however that ANY APPEAL SHALL NOT STAY THE OFFICIAL'S ORDER OR THE REMOVAL PROCEDURE.

V. Termination

1. This License shall automatically terminate ten (10) years from the date of execution.

2. The City shall have the right to cancel this License at any time by giving Licensee thirty (30) days notice of its cancellation. The notice shall be in writing delivered to Licensee by certified mail.

3. In the event Licensee shall permit any City of Abilene, Abilene Independent School District, West Central Texas Municipal Water District, or any other taxes assessed against it to become delinquent, this License shall automatically terminate and become null and void.

4. This License may not be assigned or conveyed; any attempt by Licensee to do either shall automatically terminate the License. In the event Licensee's client (the property owner) should sell the property for which the License has been granted, this License shall automatically terminate.

CITY OF ABILENE, TEXAS

NAME OF LICENSEE:

Mayor

ATTEST:

By: _____

Signature

City Secretary

Printed Name and Title

APPROVED:

Business Address: _____

City Attorney

**STREET USE LICENSE AGREEMENT
WITH ALLSUPS PETROLEUM INC/Talon LPE**

CONDITIONS AND COVENANTS

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

1. If the work will result in blocking traffic lanes, the Licensee shall submit a traffic control plan to the Traffic and Transportation Director for approval before beginning the work.
2. Licensee shall contact Inspection Services (676-6311) prior to commencing any work in the right-of-way.
3. Licensee shall contact the Water Utilities Dept. (676-6000) prior to commencing any work in the right-of-way for location of all water/sewer lines. Licensee shall be solely responsible for any/all damage caused by its activities to these lines.
4. The Licensee shall contact the Traffic Signal Shop (676-6066) for location of traffic signal facilities before beginning excavation in the right-of-way.
5. The Licensee shall contact the Solid Waste Division (676-6053) to schedule any work in alleys so that the work will not interfere with refuse collection activities.
6. The Licensee shall barricade any excavation in the right-of-way to prevent pedestrian and/or vehicular access while excavation is unattended. Barricades shall be lighted at night.
7. All facilities installed by the Licensee in the pavement area of street, alley or City owned property shall be flush with the pavement surface and capable of supporting all traffic loadings legally permitted on public streets.
8. Licensee has sole responsibility for ensuring that all wells are secured at all times from unauthorized access.
9. Licensee shall provide to the City upon request a detailed list of all borings and monitoring wells by location, type, date of installation and status.
10. The Licensee shall provide the City upon request copies of all test results and environmental reports from the monitoring wells installed under this license.
11. Licensee shall notify all adjoining property owners before activities commence to accommodate their access requirements and address any concerns.



STREET USE LICENSE AGREEMENT
EXTENDED TERM

APPLICATION

Applicant: Allsup's Petroleum Inc. Phone: 505-769-2311

Address: 2702 Ambler Avenue

Agent: Talon/LPE Phone: 806-467-0607

Fax: 806-467-0622

Description of Public Right-of-Way to be used: City Right of way along three locations. East side of Green street north of Ambler; west side of Burger St. North of Ambler; west side of Shelton north of Ambler. (see map for locations)

Owner of adjacent property: Christine Quinones (vacant lot), Jesse Lozano (2250 Shelton), and Glenn Caldwell (2234 Burger)

Proposed use of public right-of-way: Installation of three groundwater monitoring wells.

Reasons for the request: The wells are being requested by the Texas Commission on Environmental Quality (TCEQ).

Preferred City Council meeting for request to be considered: Next available

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

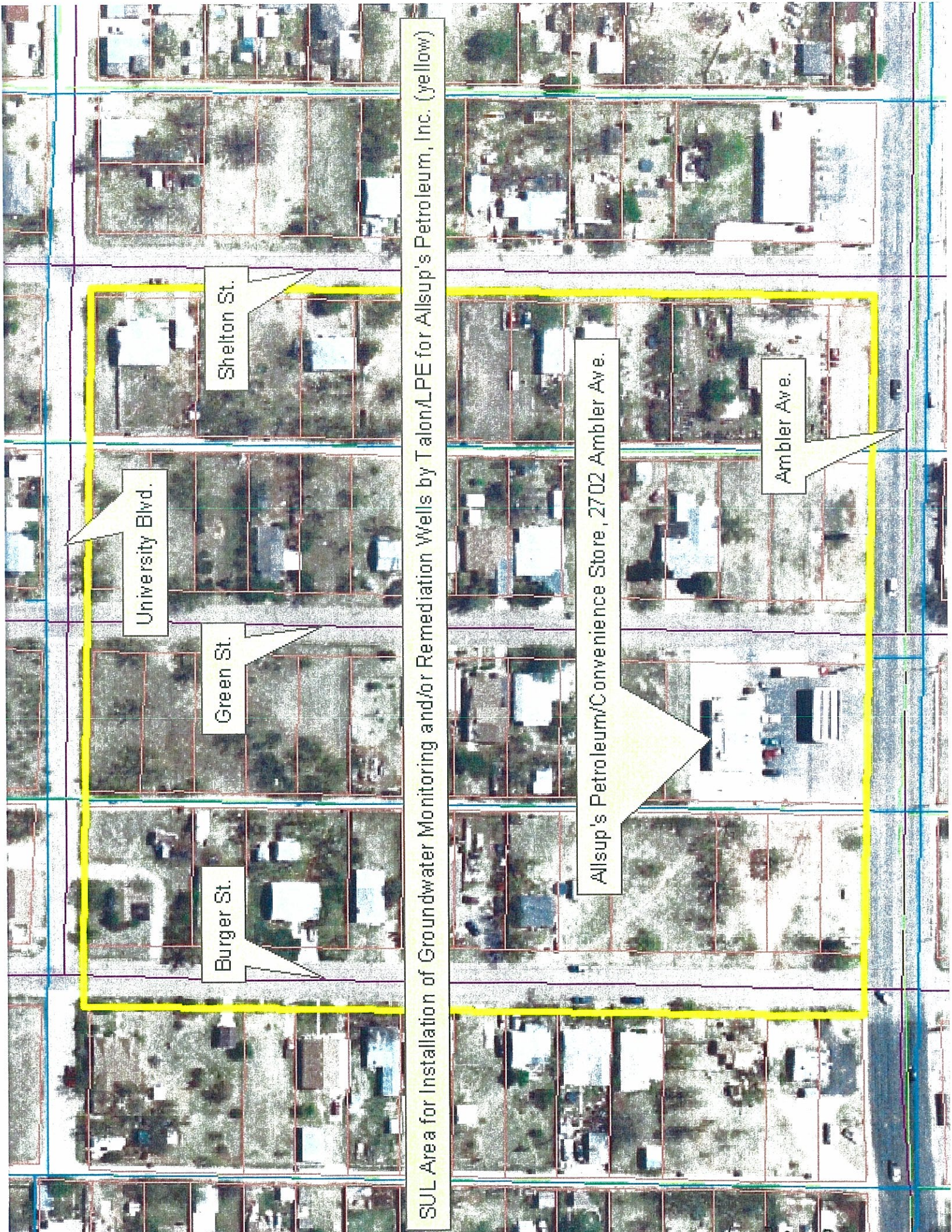
- Application fee- \$300
- Certificate or other evidence of insurance
- A dimensioned drawing showing existing and proposed features in the public right-of-way and on adjacent property (sidewalks, curbs, fire hydrants, buildings, fences, etc.)

[Handwritten Signature]

Signature of Applicant or Agent

3/3/10
Date

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



University Blvd.

Green St.

Burger St.

Shelton St.

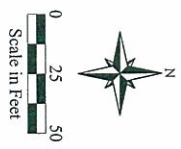
Allsup's Petroleum/Convenience Store, 2702 Ambler Ave.

Ambler Ave.

SUL Area for Installation of Groundwater Monitoring and/or Remediation Wells by Talon/LPE for Allsup's Petroleum, Inc. (yellow)



- Legend**
- - Monitor Well
 - ⊙ - Destroyed Monitor Well
 - ⊕ - Proposed Monitor Well
 - ⊖ - Soil Boring
 - ⊗ - Proposed Soil Boring
 - ⊘ - Recovery Well
 - ⊙ - Proposed Recovery Well
 - ⊚ - Injection Well
 - ⊛ - Vapor Recovery Well
 - ⊜ - Domestic Well
 - ⊝ - Plugged & Abandoned Well
 - ⊞ - Observation Well
 - ⊟ - Surface Soil Samples
 - ⊠ - Vapor Monitoring Point
 - ⊡ - Soil Vapor Extraction Well
 - ⊢ - Water Main
 - ⊣ - Product Pipe Line
 - ⊤ - Gas line
 - ⊥ - Overhead Powerline
 - ⊦ - Sanitary Sewer
 - ⊧ - Storm Sewer
 - ⊨ - Telephone Line
 - ⊩ - Fence line
 - ⊪ - City Utilities
 - ⊫ - Underground Cable
 - ⊬ - Railroad Tracks
 - ⊭ - Groundwater Gradient Contour Line
 - ⊮ - Groundwater Contour Elevation
 - ⊯ - Groundwater Flow Direction



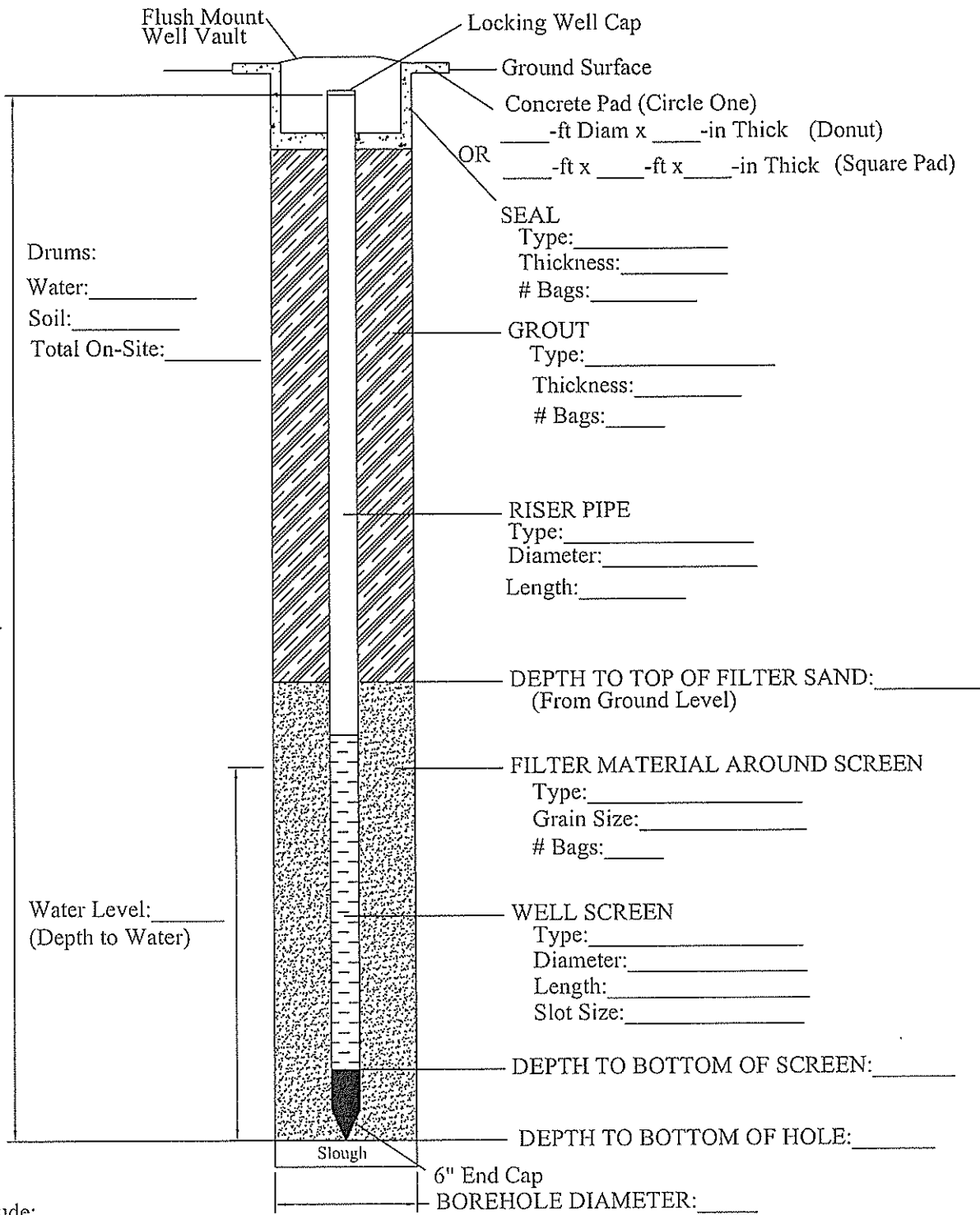
Date: 11/5/2009
 Scale: 1" = 50'
 Drawn By: HEG

Allsup's #301 (LPST#103338)
 2702 Ambler Avenue
 Abilene, Texas

6.8 pg. 9

MONITOR WELL DETAIL

MW # _____



Drums: _____
 Water: _____
 Soil: _____
 Total On-Site: _____

SEAL
 Type: _____
 Thickness: _____
 # Bags: _____

GROUT
 Type: _____
 Thickness: _____
 # Bags: _____

RISER PIPE
 Type: _____
 Diameter: _____
 Length: _____

DEPTH TO TOP OF FILTER SAND: _____
 (From Ground Level)

FILTER MATERIAL AROUND SCREEN
 Type: _____
 Grain Size: _____
 # Bags: _____

WELL SCREEN
 Type: _____
 Diameter: _____
 Length: _____
 Slot Size: _____

DEPTH TO BOTTOM OF SCREEN: _____

DEPTH TO BOTTOM OF HOLE: _____

TD: _____

Water Level: _____
 (Depth to Water)

Longitude: _____
 Latitude: _____

6" End Cap
 BOREHOLE DIAMETER: _____



Geologist: _____
 Driller: _____
 Date: _____

Project No.: _____ LPST # _____
 Facility Name: _____
 Location: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/23/09
PRODUCER Willis of Texas, Inc. 1800 Washington, Suite 400 P O Box 1149 Amarillo, TX 79105-1149	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Talon/LPE, Ltd. 921 N. Bivins Street Amarillo, TX 79107	INSURERS AFFORDING COVERAGE INSURER A: Ironshore Specialty Ins. INSURER B: Ironshore Specialty Ins. INSURER C: Texas Mutual Insurance Company INSURER D: America First Insurance INSURER E:	NAIC # 25445 124 22945 12696

COVERAGES

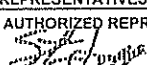
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	000065300	12/31/09	12/31/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	BA8369955	12/31/09	12/31/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	000065500	12/31/09	12/31/10	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TSF0001155583	12/31/09	12/31/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

City of Abilene Attn: James Condry P.O. Box 60 Abilene, TX 79604	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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4.8 pg. 11

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



City Council
Agenda Memo

TO: Larry D. Gilley, City Manager

FROM: Mindy Patterson, Director of Finance

Mindy

City Council
Meeting Date 4-22-2010

SUBJECT: WRITTEN RESOLUTION ENDORSING CERTAIN LEGISLATIVE CHANGES RELATING TO THE SUNSET REVIEW OF THE TEXAS PUBLIC UTILITY COMMISSION AND THE SPECIAL PURPOSE REVIEW OF THE ELECTRIC RELIABILITY COUNCIL OF TEXAS.

GENERAL INFORMATION

In 1999, Texas lawmakers adopted Senate Bill 7, the state's electric deregulation law. The legislation expanded competition in the wholesale electricity market and opened the door to competition among electric retailers. Proponents of the legislation promised lower electric prices. The reality has been otherwise. Although Texans paid electric prices well below the national average during the decade before Senate Bill 7 was passed, customers in deregulated parts of the state now pay prices above the national average.

The City of Abilene is a member of Cities Aggregation Power Project, Inc. ("CAPP"). As an active market participant, CAPP is in the unique position to identify problems that have developed in the deregulated marketplace and to provide a consumer's perspective to legislators interested in fixing those problems. CAPP believes that for deregulation to fulfill its promise, the market must become more competitive. Therefore, CAPP has formulated recommendations for the Sunset Advisory Commission as it conducts its PUC and ERCOT reviews. CAPP's recommendations are intended to improve competition in the electric market place by making the PUC and ERCOT more accountable to consumers, by limiting market power, and by creating competitive options for all customers. The attached resolution spells out CAPP's recommendations and endorses CAPP's legislative/Sunset Agenda.

STAFF RECOMMENDATION

It is recommended that the Council approve this resolution.

ATTACHMENTS

Resolution

Prepared By:

Name: Theresa James, Odis Dolton

Title: Asst. City Atty., Asst. Dir. of Finance

Item No. 6.9

Disposition by City Council

Approved Ord/Res#

Denied _____

Other

City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS, ENDORSING CERTAIN LEGISLATIVE CHANGES RELATING TO THE SUNSET REVIEW OF THE TEXAS PUBLIC UTILITY COMMISSION AND THE SPECIAL PURPOSE REVIEW OF THE ELECTRIC RELIABILITY COUNCIL OF TEXAS.

WHEREAS, the City of Abilene is a member of Cities Aggregation Power Project, Inc. ("CAPP"), a non-profit organization created by cities throughout Texas to secure affordable energy for its members in the deregulated electric market; and

WHEREAS, affordable and reliable power means economic development for our cities and a better standard of living for our citizens; and

WHEREAS, by deregulating the retail electric market, Senate Bill 7 of 1999 ("SB 7") was intended to allow competitive forces to drive down the price of electricity; and

WHEREAS, CAPP's eight-year experience with the deregulated market, including negotiating power contracts with several different retail electric providers, indicates that the Texas electric retail market has failed to develop into a truly competitive market as envisioned by the Texas Legislature; and

WHEREAS, competition has failed to develop in the deregulated electric market because certain power generation companies own or control enough generation capacity to exercise market power to the detriment of customers and non-affiliated retail electric providers; and

WHEREAS, alleged market power abuse inquiries conducted by the Public Utility Commission ("PUC") are hampered by the lack of adequate resources because the parties hurt by the illegal activity, like cities, are not allowed to participate in the investigations; and

WHEREAS, the managers at the Electric Reliability Council of Texas (ERCOT) have failed to adequately manage expenses and operations. The most obvious example is ERCOT's implementation of a nodal market — a project now four years behind schedule and expected to cost at least eight times original estimates; and

WHEREAS, the Sunset Advisory Commission is expected to recommend legislative reforms for the PUC and ERCOT; and

WHEREAS, the City supports all such legislative reforms that promote a truly healthy electric market where competition can flourish and consumers can save money; and

WHEREAS, the City endorses efforts proposed by CAPP that enhance electric competition, implement the original intent of SB 7, and reduce costs to the City and its residents.

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

PART 1: The City urges reforming the PUC and ERCOT in such a way as to enhance competition in the deregulated market, to promote consumer protection and to encourage the sale of affordable electricity. Specifically, the City urges the Texas Legislature, as it considers changes recommended by the Sunset Advisory Commission, to adopt reforms consistent with the following:

- All generators, regardless of size, should explicitly be barred from the unlawful exercise of market power.
- Entities such as municipalities, commercial customers or retail electric providers harmed by wholesale market abuse should be given explicit standing to participate in market power abuse enforcement actions brought by the PUC.
- Fines should be increased for market abuses in such a way that the PUC can order full restitution to the market, market participants, or parties injured by the violation.
- Activities defined as market abuse by the Federal Energy Regulatory Commission should be prohibited.
- The statutory purpose of the PUC should be modified to require it to harmonize its pursuit of competition with the protection of consumers of electricity.
- As a condition of conducting business within Texas, competitive Retail Electric Providers (REPs) should be required to include among their offers one standard electricity package that has PUC-approved terms and conditions.
- The number of consumer representatives on the ERCOT board should be increased from the current three members, to six.
- The Office of the Comptroller should be assigned a seat on the board as well as on appropriate budget oversight panels within ERCOT. The Comptroller's office should be given access to all ERCOT contracting material and be charged with conducting a bi-annual performance review of ERCOT.
- The PUC should be required to pre-approve all debt financing by ERCOT.

PART 2: A copy of the resolution shall be sent to the elected lawmakers representing the City's interests in the Texas House and Senate and to the legal counsel of CAPP.

ADOPTED this 22nd day of April, 2010.

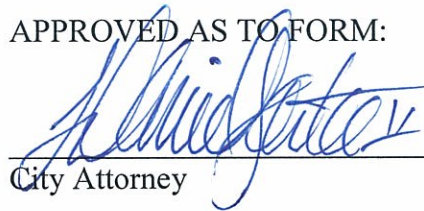
APPROVED:

Norm Archibald, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:



City Attorney

City Council
Agenda Memo



City Council
Meeting Date: 04/27/2010

TO: Larry D. Gilley, City Manager

FROM: Mike Hall, Director of Community Services *MH*

SUBJECT: Consideration of Amendment to Municipal Code Section 22-22

GENERAL INFORMATION

On January 14, 2010 City Council considered an amendment to the Code of Municipal Ordinances, Chapter 22, Parks and Recreation, Section 22-2(a) that would have allowed the sale of beer and wine only under special conditions at the Abilene Zoological Gardens, Festival Gardens and in Nelson Park at the softball fields with a permit from the Parks and Recreation Board as part of fundraising events. After a public hearing City Council tabled that item for future consideration.

SPECIAL CONSIDERATIONS

The item previously considered by City Council has been revisited by a subcommittee of the Parks and Recreation Board who has recommended certain amendments to the original request which have subsequently been recommended by the Parks and Recreation Board for City Council consideration. The amendments recommended by the Board limit this use to the Abilene Zoological Gardens within the perimeter fence or Education Building only. The amendments further limit this use to an invitation-only fund raising event during non-public hours. An approved permit from the Parks and Recreation Board is required in addition to those stipulations and the rules for granting such permits have been made a part of the recommended ordinance. The conditions for a permit include written request, use of licensed caterers, security personnel must be provided, hours are limited to non-public hours and in no event between 12:01 a.m. and 5:30 a.m., insurance approved by the Legal and Risk Management Departments, conformity with all other applicable municipal codes and ordinances, and conformity with any other conditions the Parks and Recreation Board deems prudent and appropriate. The proposed ordinance provides further that the Board may deny any permit for this activity if in its judgment the activity is inappropriate to the Zoo setting or may conflict with other events in the park.

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends approval of the ordinance as recommended by the Parks and Recreation Board

BOARD OR COMMISSION RECOMMENDATION

The Parks and Recreation Board recommended approval of the proposed amendments to the Code of Municipal Ordinances, Chapter 22, Section 22-2. The vote was 5 for and 1 opposed.

ATTACHMENTS

Proposed ordinance

Prepared by:

Name: Mike Hall

Title: Director of Community Services

Item No. 6.10

Disposition by City Council

- Approved Ord/Res# _____
- Denied _____
- Other _____

City Secretary

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 SECTION 22-2 OF THE CODE OF THE CITY OF ABILENE BY AMENDING THE SECTION AS SET OUT BELOW, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, Chapter 22 Section 22-2(a) of the Abilene Code of Ordinances prohibits the possession of alcohol within any city park, and

WHEREAS, the Parks and Recreation Advisory Board recommends that the ordinance be amended to allow alcohol pursuant to a permit process for non-profit fundraising events at the Zoo,

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

- PART 1:** That Chapter 22, Section 22-2 of the Code of Ordinances, City of Abilene, Texas, is hereby replaced 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.
- PART 4:** 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 22nd day of April, 2010.

6.10 pg. 2

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 18th day of April, 2010, 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 13th day of May, 2010, 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 13th day of May, 2010.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:



CITY ATTORNEY

EXHIBIT A

Chapter 22, Section 22-2

Intoxicating beverages prohibited, confiscation; Zoo permit.

DELETE

(a) No person shall bring or carry or have in his possession within any public park in the city any intoxicating beverage.

(b) If any officer of the city or of the state sees any person violating the terms of this section, he shall immediately seize such intoxicating beverage and shall hold the same as evidence until the trial of the accused party, and shall thereafter dispose of such intoxicating beverage.

ADD

(a) No person shall bring or carry or have in his possession within any public park in the city any intoxicating beverage unless said person is in attendance at an invitation-only fund raising event at the Abilene Zoological Gardens within the perimeter fence or the Education Building only, during non-public hours, and the Parks and Recreation Board has approved a permit for the event.

(b) If any officer of the city or of the state sees any person violating the terms of subsection (a), he shall immediately seize such intoxicating beverage and shall hold the same as evidence until the trial of the accused party, and shall thereafter dispose of such intoxicating beverage.

(c) A permit for the sale of beer and wine only in accordance with subsection (a) may be granted by the Parks and Recreation Board if the following conditions are met:

1. Written notice of a request for permit to sell beer and wine only as part of a fund raising event shall be submitted by a non-profit organization not less than 90 days prior to the date that the event is to take place.
2. Organizations requesting said permit shall use the services of a caterer licensed by the Texas Alcoholic Beverage Commission to sell beer and wine subject to all applicable rules and requirements established by the Texas Alcoholic Beverage Commission.
3. Both the non-profit organization and the licensed caterer must insure that no beer or wine sold under the terms of the permit will be allowed outside the permitted area.
4. Security must be provided throughout the hours during which beer and wine may be sold. At a minimum, there must be at least one security person on site per 100 occupants in addition to the caterer's personnel. The Parks and Recreation Board may require additional security as a condition of permit issuance.

5. Hours of operation are limited to non-public Zoo hours and in no event shall the sale of beer and wine occur between the hours of 12:01 a.m. and 5:30 a.m.. Further hourly restrictions as imposed by the Texas Alcoholic Beverage Commission must be observed, should they be more restrictive.
6. The applicant must agree to provide the types and terms of insurance as required by the City of Abilene's Legal and Risk Management Departments for the size and type of event being conducted. The required insurance shall name the City as additional insured and must be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.
7. The applicant must agree to abide by all applicable municipal codes and ordinances pertaining to the sale of alcohol including zoning, food service establishment, building or other codes. A permit from the Parks and Recreation Board for the purposes herein does not take the place of any other permits required under any other municipal code or ordinance, and the applicant must agree to secure the same prior to the event.
8. The Parks and Recreation Board may impose other conditions which it deems appropriate or prudent as it pertains to the sale of beer and wine at the Zoo.
9. Parks and Recreation Board may deny any permit for this activity if in its judgment the activity is inappropriate to the Zoo setting or may conflict with other events in the park.
10. The decision of the Parks and Recreation Board shall be final.

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

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

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

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

PART 3: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 22nd day of April A.D. 2010.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of April, 2010, 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 13th day of May, 2010, 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 13th day of May, A.D. 2010.

ATTEST:

CITY SECRETARY

MAYOR
APPROVED:

CITY ATTORNEY

6.11 pg.2

EXHIBIT "A"

AMEND Section 23-306.5.H (f): Conditions for Liquor Store On-Premise Consumption

CHANGE: Add number items 7 and 8

- 23.306.5.H (f) (f) A liquor store shall be allowed within the AO zoning district accessory to the following uses only:
- (1) Amusement Facility (Temporary);
 - (2) Drag Strip or Commercial Racing;
 - (3) Fairgrounds;
 - (4) Motorcycle Track;
 - (5) Rodeo Grounds;
 - (6) Stadium;
 - (7) Golf Course; and
 - (8) Zoo, limited to events permitted under City of Abilene Code of Ordinances Chapter 22, Section 22-2(a).

-END-

Monday, November 9, 2009

PLANNING

NOV 13 2009

Planning and Zoning Board,

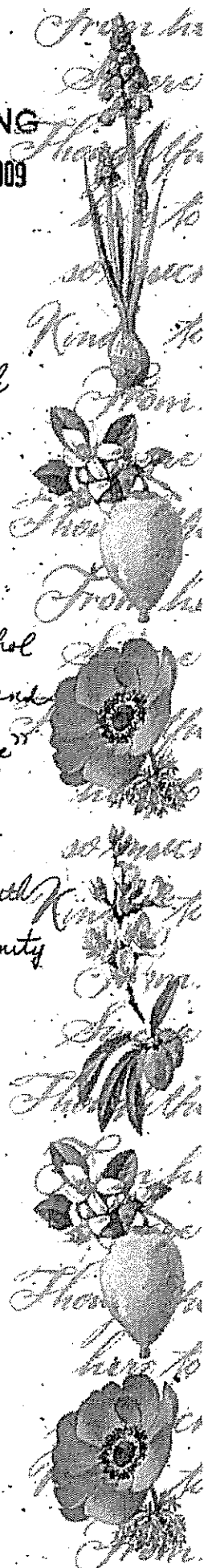
We in the United States are a society in rigid denial of the murderous effects of alcoholism and alcohol abuse. There is an alcohol-related death every 30 seconds in the United States. It is proven that alcohol-related problems affect every aspect of society - health, families, accidents of every kind.

I urgently request that you use your position of trust and leadership to stop the attempt to allow alcohol in our public parks, zoo, Festival gardens, fields 1-4 and golf course (Maxwell). They say "only for fundraisers" but why even that? Their message - especially to our young people - is much more important. It says - "alcohol is necessary". All this while problems with alcohol are being denied and hidden. The community and families continue to suffer. And the denial goes on and problems surrounding alcoholism continue to rage and grow.

Please help us and stop this request for more alcohol. I beg you.

Sincerely,
Mary Mattern-Pope

1518 scenic Way
Abilene TX 79602
325-677-5104



City Council
Agenda Memo



City Council
Meeting Date: Apr 22, 2010

TO: Larry D. Gilley, City Manager

FROM: Stan Standridge, Chief of Police

SUBJECT: Purchase of Electronic Control Devices (ECD's) through BuyBoard Contract 284-08.

GENERAL INFORMATION

On May 14, 2009 the Police Department made a presentation to the City Council regarding electronic control devices (ECD's). No action was taken, but the Department continued to research the viability of ECD's for Abilene Officers and outlined a process that would lead to the successful implementation of ECD's should they be approved. Steps taken during this time included the writing of an ECD policy, the purchase of a Use of Force Simulator that will help train in decision making, and the certification of the Police Training Division staff. That information was presented to Council on February 11, 2010.

With the new policies in place, the Police Department now seeks the purchase of (53) Tasers and associated equipment from BuyBoard Contract 284-08. Once purchased, officers will be trained and certified in their use in June and July, with anticipated field implementation by mid-August.

FUNDING/FISCAL IMPACT

Total costs are \$54,523.13, coming from Patrol Seized Funds.

STAFF RECOMMENDATION

Staff recommends BuyBoard purchase.

ATTACHMENTS

List of equipment to be purchased.

Prepared by: Name <u>Stan Standridge</u> Title <u>Chief of Police</u>	Item No. <u>6.12</u>	Disposition by City Council <input type="checkbox"/> Approved Ord/Res# <input type="checkbox"/> Denied _____ <input type="checkbox"/> Other _____ City Secretary
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GT Distributors - Austin
 P.O. Box 16080
 Austin TX 78761
 (512) 451-8298

Quote	QTE0036949
Date	3/16/2010
Page:	1

Bill To:

Abilene City of (TX)
 Attn: Accounting Division
 P O Box 60
 Abilene TX 79604

Ship To:

Abilene City of (TX)
 4557 East Lake Road
 Abilene Tx 79601

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
TASER	001732	KW	FACTORY DIRECT	NET 15	0/0/0000	610,317
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
53	AT-26093*	Taser X26E Black /Black grip plates	Each	\$798.65	\$41,482.04	
3	AT-26500*	Taser-Dataport Download Kit for X26	EA	\$156.75	\$460.83	
6	AT-80000*	Taser Conductive Metal Target Back	Each	\$12.69	\$74.64	
150	AT-44203*	Taser X26 Extra Penetrating Cartridge 25'	EA	\$23.47	\$3,450.00	
400	AT-44205*	Air Taser-21 Ft-Non Conductive Simulator Cart	EA	\$19.57	\$7,672.00	
20	AT-26700*	Taser-Digital Magazine	EA	\$32.29	\$632.80	
7	AT-44971*	BLACKHAWK SERPA Holster LH	Each	\$48.95	\$342.65	
1	AT-44550*	Taser-Sims Suit Training	EA	\$416.50	\$408.17	
1	NOTES	Notes Quotation reflects Buyboard Contract 284-08. Your purchase order must be faxed directly to BuyBoard to receive pricing. Fax:1-800-211-5454	EA	\$0.00	\$0.00	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Subtotal	\$54,523.13
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$54,523.13

Quotation reflects Buyboard Contract 284-08.
 Your purchase order must be faxed directly to BuyBoard to receive pricing.
 Fax:1-800-211-5454

6.12 pg.2