



City Council
Agenda Memo

TO: Larry D. Gilley, City Manager

City Council
Meeting Date: 05/13/10

FROM: Mindy Patterson, Director of Finance

Mindy

SUBJECT: Financing by the Stamford Higher Education Facilities Corporation for Abilene Christian University

GENERAL INFORMATION - Abilene Christian University (ACU) has requested financing by the Stamford Higher Education Facilities Corporation, which is a higher education finance corporation. ACU is issuing approximately \$16 million in tax exempt obligations for the purpose of financing the cost of acquiring, constructing, renovating, remodeling, and equipping educational and/or housing facilities; including the Student Recreation and Wellness Center, a 113,000 square foot facility containing gymnasium, pool, weight room, classrooms, and offices, all located at 1600 Campus Court, Abilene, Texas. Financing has been arranged by The Frost National Bank. The bank's offer is conditioned upon the financing being "Bank Qualified" which means that the issuer and the City on whose behalf it was created may not issue more than \$10 million in tax-exempt securities in any year. For this reason, ACU has opted to have the Stamford Higher Education Facilities Corporation issue the obligation instead of the Abilene Higher Education Facilities Corporation (AHEFC) since the City's certificates of obligation sale will exceed the \$10 million bank qualified cap.

The Federal Income Tax Code contains a provision, Section 147(f) that will require the chief elected officer of the City of Abilene to sign an approval of the financing and the project, since the project is located in the City.

SPECIAL CONSIDERATIONS - ACU held a public hearing on May 4, 2010, to discuss the financing. The hearing officer for ACU, Ms. Stacey McGee, provided a copy of the minutes of the hearing.

FUNDING/FISCAL IMPACT - The City will have no liabilities for the payment of the obligations nor shall any of its assets be pledged to the payment of the obligations.

STAFF RECOMMENDATION - Staff recommends that the City Council approve the attached Resolution.

ATTACHMENT - Resolution without Exhibits

Prepared By:

Name Mindy Patterson

Title Director of Finance

Item No. 6.1

Disposition by City Council

Approved Denied

Other Ord/Res # _____

City Secretary

CERTIFICATE FOR RESOLUTION

(Project City)

THE STATE OF TEXAS •
COUNTY OF TAYLOR •
CITY OF ABILENE •

We, the undersigned officers of the City of Abilene, Texas (the "City"), hereby certify as follows:

1. The City Council of said City convened in regular meeting on May 13, 2010 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Norm Archibald	Mayor
Shane Price	Councilmember
Joe Spano	Councilmember
Anthony Williams	Councilmember
Robert Briley	Councilmember
Stormy Higgins	Councilmember
Laura Moore	Councilmember

and all of said persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING FINANCING BY
THE STAMFORD HIGHER EDUCATION FACILITIES CORPORATION FOR THE
BENEFIT OF ABILENE CHRISTIAN UNIVERSITY AND RELATED MATTERS.**

(the "Resolution") was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the City Council shown present above voted "Aye," except as provided below:

NAYS: N/A

ABSTENTIONS: N/A

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

6.1 pg. 2

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED May 13, 2010.

City Secretary

Mayor

(SEAL)

6.1 pg. 3

RESOLUTION # _____

RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING
FINANCING BY THE STAMFORD HIGHER EDUCATION FACILITIES CORPORATION
FOR THE BENEFIT OF ABILENE CHRISTIAN UNIVERSITY AND RELATED MATTERS.

THE STATE OF TEXAS •
COUNTY OF TAYLOR •
CITY OF ABILENE •

WHEREAS, the Stamford Higher Education Facilities Corporation ("*Corporation*") is a nonprofit corporation created by the City of Stamford, Texas pursuant to Section 53A.35(b) of the Higher Education Authority Act (Chapter 53A, Texas Education Code, as amended);

WHEREAS, the City of Abilene, Texas (the "*City*") has been informed that the Corporation has been requested by Abilene Christian University (the "*Borrower*") to assist it in financing on a tax-exempt basis, the construction, renovation and equipping of certain educational and/or housing facilities;

WHEREAS, the Corporation is authorized by the provisions of Chapter 53A of the Texas Education Code and the Texas Non-Profit Corporation Act, Article 1396, Tex. Rev. Civ. Stats. Ann. (collectively, "*State Law*"), to enter into contractual obligations in order to finance or refinance the acquisition, purchase, lease, construction, renovation or other improvement of educational and/or housing facilities;

WHEREAS, the Corporation is authorized by State Law to provide financing for educational and/or housing facilities by contractual arrangement, and the Loan Agreement (the "*Loan Agreement*") among the Borrower, the Corporation and The Frost National Bank (the "*Bank*") constitutes contractual arrangements in which the Corporation is authorized by State Law to participate in (the transactions set forth in the Loan Agreement, by which the Corporation will borrow up to \$16,000,000 from the Bank and then loan such amount to the Borrower to finance the construction, renovation and equipping of certain educational and/or housing facilities, as aforesaid, are hereinafter referred to as the "*Financing*");

WHEREAS, pursuant to the Financing Documents, the Borrower has agreed to make payments in amounts sufficient to pay loan payments required to be made under the Loan Agreement (the "*Loan Payments*");

WHEREAS, section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*") requires that the issuance of any qualified 501(c)(3) obligations be approved by either the governing body of the City or the chief elected executive officer of the City after a public hearing following reasonable public notice;

WHEREAS, the publication of the Notice of Public Hearing (the "*Public Notice*") is evidenced by a Publisher's Affidavit (a copy of which is attached hereto as Exhibit A);

WHEREAS, attached hereto as Exhibit B is Certificate of Public Hearing regarding the conduct of the Public Hearing;

6.1 pg. 4

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

Section 1. The City hereby specifically approves the Financing and the Project (as defined in the Public Notice) solely for the purpose of satisfying the requirements of section 147(f) of the Code; provided that the City shall have no liabilities for the payment of any of the Loan Payments nor shall any of the City's assets be pledged to secure the payment of the Loan Payments.

Section 2. This Resolution shall become effective immediately upon its passage.

ADOPTED AND APPROVED this the 13th day of May, 2010.

ATTEST:

City Secretary

Mayor

(City Seal)

APPROVED:

City Attorney

EXHIBIT A

PUBLISHER'S AFFIDAVIT

 **Abilene Reporter-News**
— Real Life. Your Life. —

STATE OF TEXAS
COUNTY OF GENERAL CIRCULATION IN:

AD # 269021
ORDER #

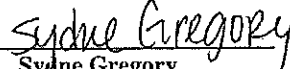
TAYLOR COUNTY

DATE: 04/15/2010

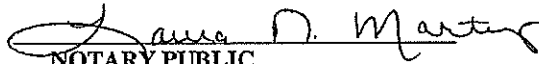
Before me, the undersigned authority, on this day personally appeared, Sydne Gregory, representing being by me duly sworn, deposes and says that the following notice(s) published in said newspaper by: On the following date(s) to wit:

ANDREWS KURTH LLP

SUNDAY, APRIL 18, 2010


Sydne Gregory
LEGAL NOTICE CLERK

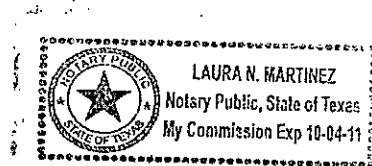
Subscribed and sworn before me this 22 day of April, 2010 to certify which witness my hand and seal of office.


NOTARY PUBLIC

My Commission Expires: 4-22-10

 **Abilene Reporter-News**

101 Cypress Street • Abilene, Texas 79601
www.reporternews.com



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN

that the Stamford Higher Education Facilities Corporation (the "Corporation"), a nonprofit corporation created by the City of Stamford, Texas, pursuant to Chapter 53A of the Texas Education Code, as amended, will hold a public hearing on May 4, 2010, commencing at 9:30 a.m., on the campus of Abilene Christian University (the "Borrower"), 1600 Campus Court, Hardin Administration Building, Room 208G, Abilene, Texas 79699, to provide an opportunity for all interested persons to be heard with respect to a proposed loan from The Frost National Bank (the "Bank") to the Corporation in the maximum amount of \$16,000,000 and the proposed loan from the Corporation to the Borrower in the same amount, (collectively the "Loans"), all pursuant to a Loan Agreement by and among the Corporation, the Bank and the Borrower. The Loans are being made for the purpose of financing the cost of acquiring, constructing, renovating, remodeling and equipping educational and/or housing facilities and facilities incidental, subordinate, or related thereto or appropriate in connection therewith, including the Student Recreation and Wellness Center, a 113,000 square foot facility containing gymnasium, pool, weight room, classrooms and offices to be located on the Borrower's campus at 1600 Campus Court, Abilene, Texas 79699 (the "Project"). A portion of the proceeds of the Loans will be used to pay certain expenses in connection with the issuance of the Loans. The Project is, or will be, owned by the Borrower. The Loans are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower. All interested persons are invited to attend the hearing to express their views, both orally and in writing, with respect to the Loans and the Project. Any persons interested unable to attend the hearing may submit their views in writing

s « Sunday, Ap

Public Notices

to the President of the Board of Directors of the Corporation c/o Andrews Kurth LLP, Attn: Hoang Vu, 600 Travis Street, Suite 4200, Houston, Texas 77002, prior to the date scheduled for the hearing. STAMFORD HIGHER EDUCATION FACILITIES CORPORATION

EXHIBIT B

CERTIFICATE OF PUBLIC HEARING

6.1 pg. 8

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with a transaction to be entered into by the Stamford Higher Education Facilities Corporation (the "Corporation"), Abilene Christian University ("Borrower") and The Frost National Bank (the "Bank") in the maximum principal amount of \$16,000,000 (the "Financing") for the benefit of Borrower, as follows:

1. I served as Hearing Officer for the Corporation for the purpose of financing the cost of acquiring, constructing, renovating, remodeling and equipping educational and/or housing facilities, and facilities incidental, subordinate, or related thereto or appropriate in connection therewith, including the Student Recreation and Wellness Center, a 113,000 square foot facility containing gymnasium, pool, weight room, classrooms and offices, to be located on the Borrower's campus at 1600 Campus Court, Abilene, Texas 79699. A portion of the proceeds of the Financing will be used to pay certain expenses in connection with the issuance of the Financing.

2. Such hearing was conducted on May 4, 2010, commencing at 9:30 a.m., 1600 Campus Court, Hardin Administration Building, Room 208G, Abilene, Texas 79699, which building and office was open to the public for purposes of the hearing.

3. At the time for the commencement of the hearing, comments, either orally or in writing, were publicly requested on the Project and the Financing.

4. At the hearing,

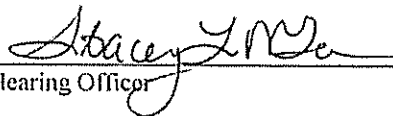
no persons presented comments orally or in writing.

the comments summarized on the attached were made orally by the persons listed therein.

the written comments attached hereto were presented.

5. No time limitations were imposed on any public comments.

IN WITNESS WHEREOF, I have hereunto set my hand this May 4, 2010.


Hearing Officer

**City Council
Agenda Memo**



**City Council
Meeting Date: 05-13-10**

TO: Larry D. Gilley, City Manager
FROM: Megan R. Santee, Interim Director of Public Works *MRS*
SUBJECT: Oral Resolution Approving a Commercial Lease Renewal with Charolette Morris, Ft. Phantom Lake Lots 492, 492 A, 492 B & 492 C

GENERAL INFORMATION

Attached is a renewal of an existing Commercial Lease Agreement with Charolette Morris (Lessee) for Ft. Phantom Lake Lots 492, 492 A, 492 B & 492 C. The purpose of this lease is to grant Lessee the non-exclusive right and privilege to continue to operate a commercial business, commonly known as "Charolette's Cove", which includes a fishing dock, bait stand, restaurant and concession stand, and campground for nightly rental, including rentals for weddings, receptions and family reunions. The term of this lease will be for a period of twelve (12) months from the date of approval by the City Council and execution by the City Manager. Lessee has a one time only option to renew this lease for an additional twelve (12) months, contingent and conditioned upon Lessee's documented efforts and progress made to sell the commercial improvements (owned by Lessee) located on the leased premises. The rental payment for the initial twelve (12) month term will be \$600.00.

STAFF RECOMMENDATION

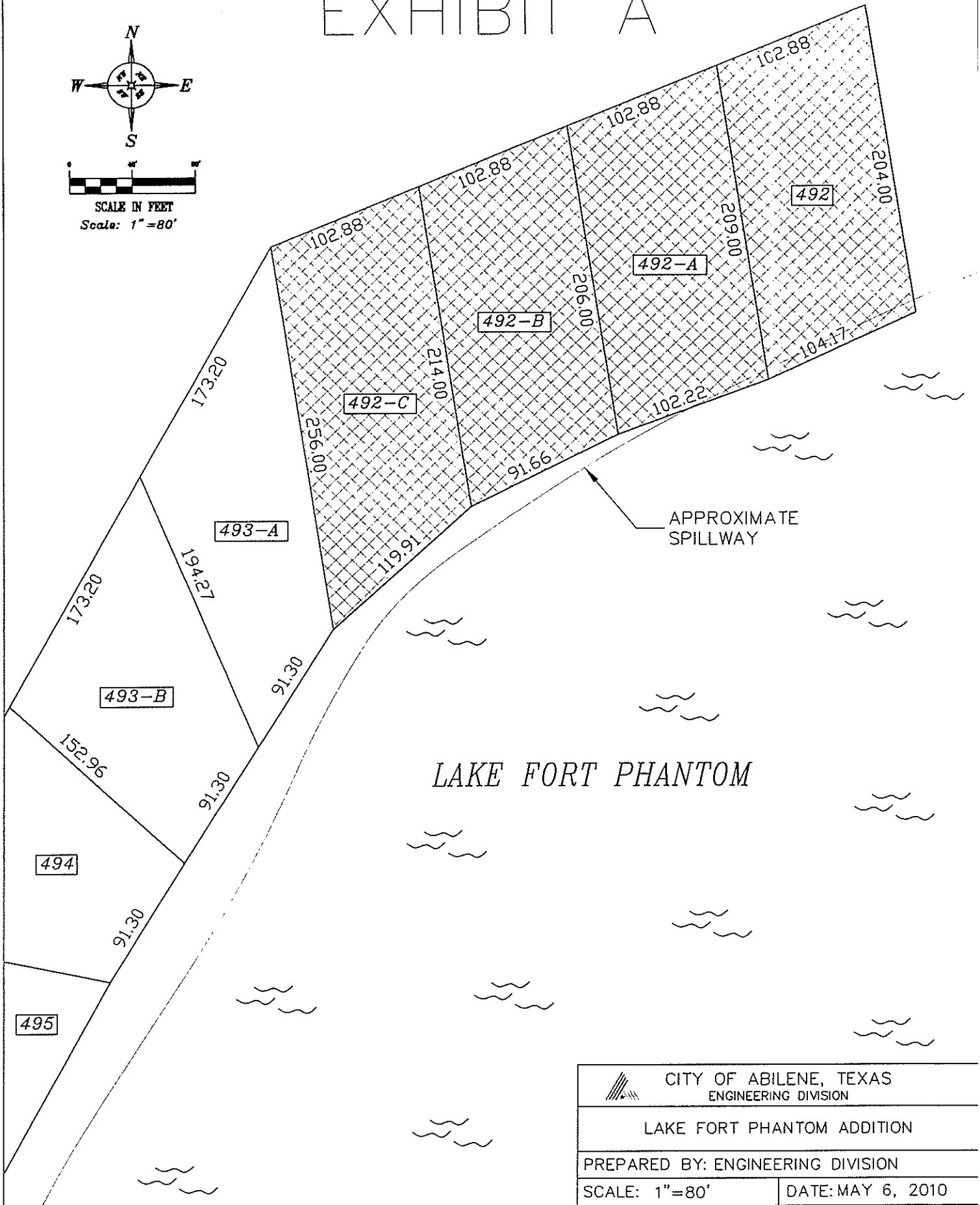
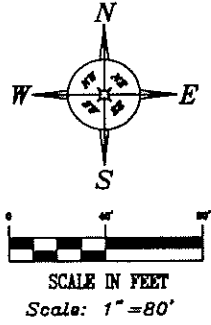
Staff has prepared and reviewed this lease agreement, and recommends that the City Council, by oral resolution, authorize the City Manager to execute the attached Commercial Lease Agreement with Charolette Morris for Ft. Phantom Lake Lots 492, 492 A, 492 B & 492 C.

ATTACHMENTS

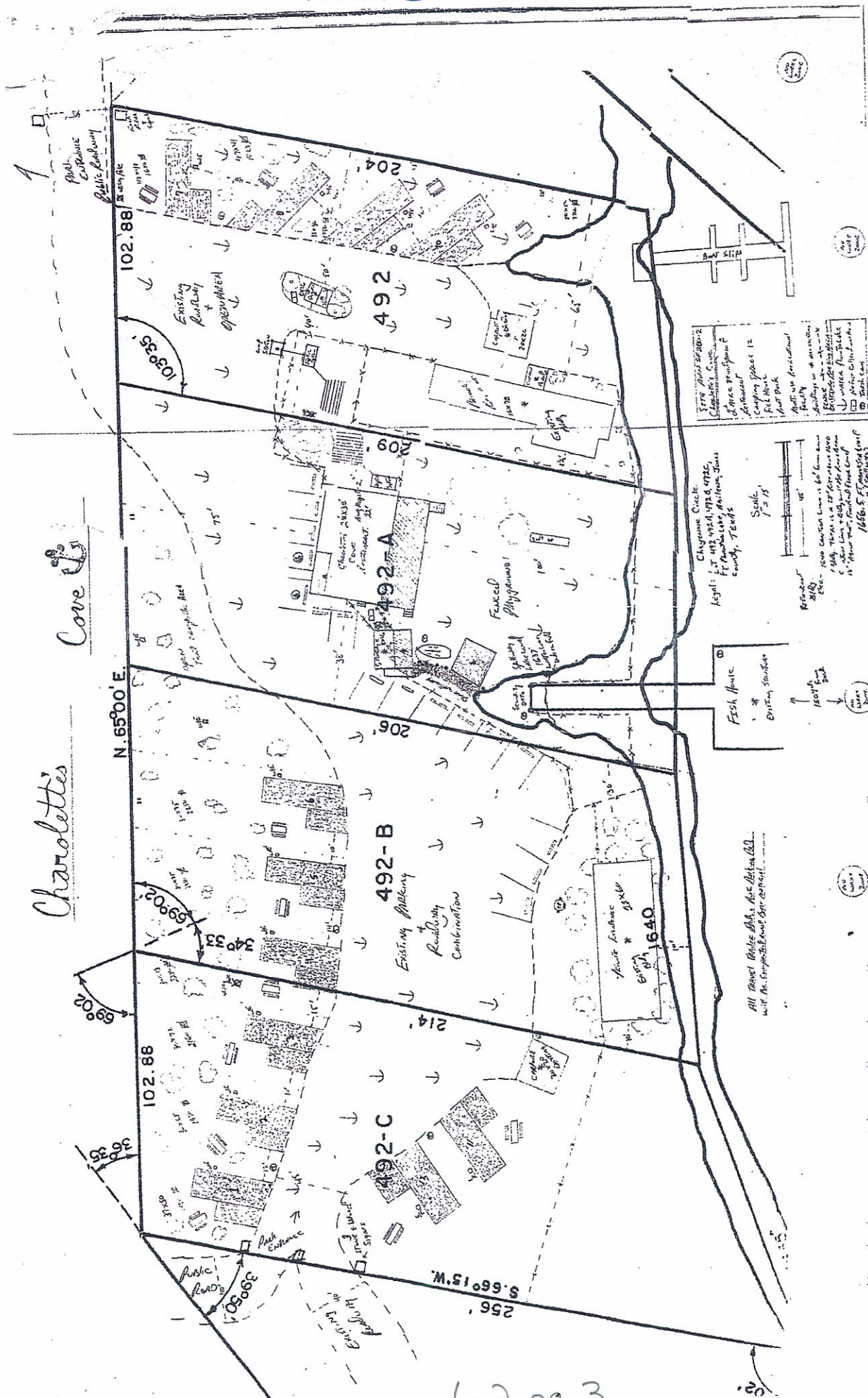
Exhibit A of lease agreement showing location on Lake Fort Phantom
 Exhibit B is a site plan showing the existing improvements on the property
 A Copy of the Lease Agreement will be available at the City Council meeting

Prepared by: Name: <u>Travis McClure</u> Title: <u>Land Agent</u>	Item No. <u>62</u>	Disposition by City Council <input type="checkbox"/> Approved Ord/Res# <input type="checkbox"/> Denied _____ <input type="checkbox"/> Other _____ City Secretary
---	--------------------	--

EXHIBIT A



6.2 pg. 2



Site: 1992 30-0-2
 Clearing: 1000
 2 Area: 1000
 3 Area: 1000
 4 Area: 1000
 5 Area: 1000
 6 Area: 1000
 7 Area: 1000
 8 Area: 1000
 9 Area: 1000
 10 Area: 1000
 11 Area: 1000
 12 Area: 1000
 13 Area: 1000
 14 Area: 1000
 15 Area: 1000
 16 Area: 1000
 17 Area: 1000
 18 Area: 1000
 19 Area: 1000
 20 Area: 1000

Chrysanthe Cracks
 Light: 1. 1000
 2. 1000
 3. 1000
 4. 1000
 5. 1000
 6. 1000
 7. 1000
 8. 1000
 9. 1000
 10. 1000
 11. 1000
 12. 1000
 13. 1000
 14. 1000
 15. 1000
 16. 1000
 17. 1000
 18. 1000
 19. 1000
 20. 1000

Fish House
 * Existing Structure
 1500' x 1000'

All travel White Bluffs, Abilene, etc.
 with Abilene County over district.

CITY OF ABILENE
 SITE PLAN APPROVED
 Planning Director
 Number: 280-2
 Date: 7-11-01

City Council
Agenda Memo



City Council
Meeting Date: 05-13-10

TO: Larry D. Gilley, City Manager
FROM: Megan Santee, Interim Director of Public Works *MRS*
SUBJECT: Oral Resolution - Street Use License Agreement with the Center for Contemporary Arts for "Carwalk-Artwalk"

GENERAL INFORMATION

The Center for Contemporary Arts has submitted a Street Use License (SUL) application to hold a public event described as "Carwalk-Artwalk" within the public right-of-way on Cypress Street. The applicant wishes to close Cypress Street from the north right-of-way line of North 2nd Street to the south right-of-way line of North 6th Street for this event. The event will take place on Thursday, June 10, 2010 from 5:00 p.m. until 8:30 p.m., however, the applicant wishes to close the street between the hours of 4:00 p.m. and 9:00 p.m. on this date. The applicant has obtained the approval of all affected property owners and/or business tenants for this event. The event will include a car show and associated street activities, vendors, 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 Center for Contemporary Arts for "Carwalk-Artwalk".

ATTACHMENTS

Street Use License Agreement, Short Term

<p>Prepared by: Name: <u>Travis McClure</u> Title: <u>Land Agent</u></p>	<p>Item No. <u>6.3</u></p>	<p>Disposition by City Council <input type="checkbox"/> Approved Ord/Res# _____ <input type="checkbox"/> Denied <input type="checkbox"/> Other _____ City Secretary</p>
--	----------------------------	--

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 13 day of May, 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 Center for Contemporary Arts hereinafter referred to as "Licensee".

WITNESSETH:

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

Closure of Cypress Street from the north right-of-way line of North 2nd Street to the south right-of-way line of North 6th 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:

Stage a motorized vehicle exhibition and associated street festival activities

II. Term of Agreement/Termination

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

From 4:00 p.m. to 9:00 p.m. on June 10, 2010.

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

II. Indemnity:

A. Definitions

For the purpose of this section the following definitions apply:

6 3 pg. 2

"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:

- 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

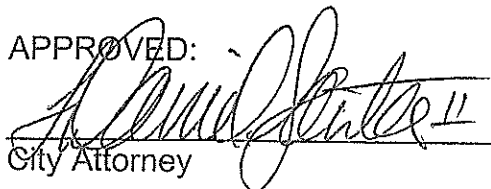
ATTEST:

By: _____
Signature

City Secretary

Printed Name and Title

APPROVED:



City Attorney

Business Address: _____

**STREET USE LICENSE AGREEMENT
WITH CENTER FOR CONTEMPORARY ARTS FOR USE OF
CYPRESS STREET RIGHT-OF-WAY**

CONDITIONS AND COVENANTS

EXHIBIT A

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

1. The Licensee may take control of the permitted portion of the street on Thursday, June 10, 2010, as follows:
 - a. Control of the on-street parking spaces beginning at 4:00 p.m., except for the on street parking spaces on the west side of the 500 block of Cypress Street which must remain open until 5:00 p.m. to provide citizen access to the City of Abilene Water Billing and Housing Offices. At 5:00 p.m., licensee may take control of these spaces.
 - b. Control of the full width of the street beginning at 5:00 p.m.
2. The Licensee shall submit a traffic control plan in compliance with the Texas Manual on Uniform Traffic Control Devices to the Traffic & Transportation Administrator office for review by May 24, 2010.
3. The Licensee shall contact all property owners and/or business tenants of properties on Cypress Street from N 2nd Street to N 6th Street that would normally be open any time between noon and midnight on June 10, 2010 to advise them of the proposed street closure and to work out arrangements to accommodate their access needs.
4. The Licensee shall designate an event command center and an event contact person(s). This information, as well as contact phone numbers, shall be provided to the City Land Agent by May 24, 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 insure that the event is conducted in conformance with all applicable laws and regulations, including City noise regulations and Texas Alcoholic Beverage Commission rules and regulations.
7. The Licensee shall prominently post notice at each entry into the controlled area that smoking is not permitted at the event and shall comply with the requirements of the smoking ordinance.
8. The Licensee shall provide sufficient portable toilets to accommodate the needs of event

participants. At 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 each block of Cypress Street that does not have a food or beverage vendor.
11. The Licensee shall be responsible for obtaining, properly installing, and maintaining all necessary traffic control signs and barricades in compliance with the traffic control plan.
12. The Licensee shall maintain free of obstructions a fire apparatus access lane at least 25 feet in width from end-to-end of all street segments and an access path at least 10 feet in width from the fire apparatus access lane to all fire service appliances (fire hydrants, fire service connections to buildings, etc.) at all times.
13. The Licensee shall make provisions for safe access to private property abutting 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.



STREET USE LICENSE AGREEMENT
SHORT TERM

APPLICATION

Applicant: Center for Contemporary Arts Phone: 325-677-8389

Address: 220 Cypress Street Abilene

Agent: Jessica Duke Phone: 677-8389

Event name: CAR WALK Event type: Art Walk

Description of public right-of-way proposed for the event/activity: Stage a motorized vehicle exhibition of street activities

Activities that will occur in the public right-of-way: Street vendors, cars parked along cypress for people to view

Date & time period of event: 5-830 pm (June 10, 2010)

Date & time period of street closure: 4 pm - 9 pm

Expected peak attendance: 1500-2000

Circle items to be offered at event: Food Beverages Alcohol

Preferred City Council meeting for request to be considered: 5/13/2010

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.

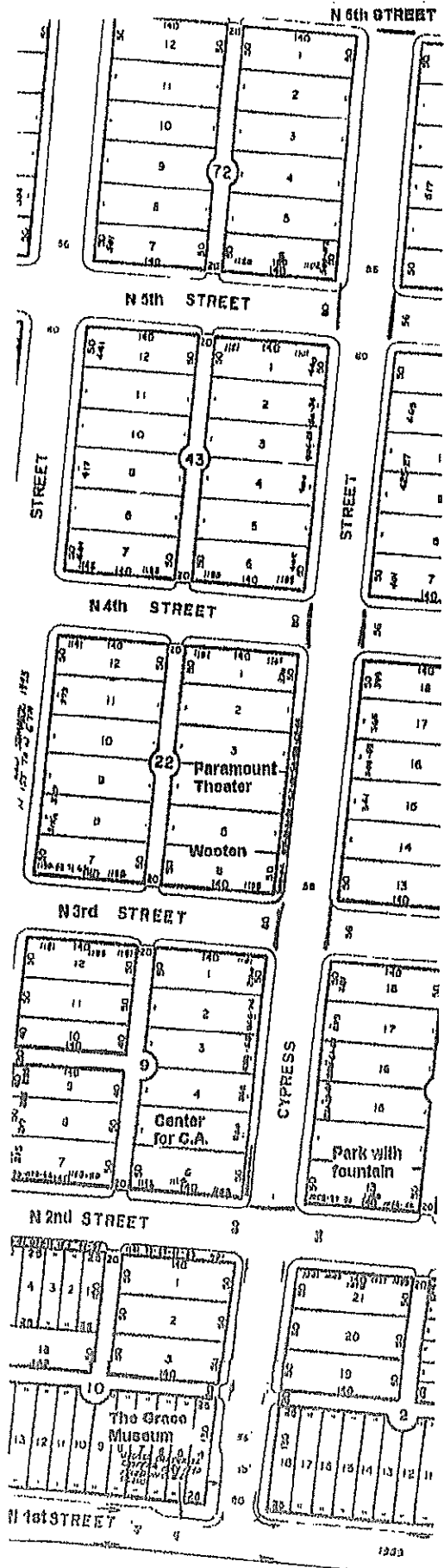
Jessica Duke

Signature of Applicant or Agent

4-22-10

Date

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



— = Barricades
2nd - 6th

622

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 4/26/2010

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.

INBR	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	EACP 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	EACP 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 AUTO ONLY: EA AGG \$ 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 OTHER				<input type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 City of Abilene is an additional insured under the general liability policy.

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

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 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*

CarWalk ArtWalk

Thursday, June 10, 2010

Cypress Street from North Second to North ^{5th} will be closed
from 4:00 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 4:00 p.m. on Thursday, June 10th, 2010.

Business Name

Phone #

Signature

- | | | |
|-----------------------------------|----------|----------------------|
| 1. Abilene Chamber of Commerce | 677-7241 | Frances Williams |
| 2. The Teat | 690-9955 | Bill Cook |
| 3. MONKS | 437-2984 | Jarah Hagood |
| 4. Boger's | 665-1844 | |
| 5. BBVA Compass | 267-9016 | |
| 6. Mills McGhee & Asso. | 673-8933 | |
| 7. Abilene Philharmonic | 677-6710 | Chris Hoffmeyer |
| 8. Steve Hall Jewelers | 675-5355 | |
| * 9. Paramount Theatre | 676-9620 | Sarah McKnight |
| 10. Hughes Photography | 672-0200 | |
| 11. OKELLY OFFICE SUPPLY | 673-6422 | |
| 12. Arena Locks McKays | 672-9737 | Denise Deelman |
| 13. Busch | 677-9119 | |
| 14. Buddy Tapes | 668-6220 | HGN OPERATING |
| 15. Debbie Bolls | 673-8011 | WF Advisors |
| 16. Mona & Royak | 677-2201 | Radiology Associates |
| 17. Montgomery Law Firm | 672-5488 | Emilia Weston |
| 18. Marsefeldt Explor. | 677-4100 | Jonell Moulton |
| 19. PPSLC | 672-6172 | Jeff Ayers |
| 20. Bomer Brown | 672-7445 | Bomer Brown |

See back

(1)

CarWalk ArtWalk

Thursday, June 10, 2010

Cypress Street from North Second to North 5th will be closed
from 4:00 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 4:00 p.m. on Thursday, June 10th, 2010.

Business Name	Phone #	Signature
21. <u>FB</u>	<u>325-627-7195</u>	<u>Shasta Nelson</u>
22. <u>Merritt McLene & Hamby</u>	<u>672-9323</u>	<u>Coynd Merritt</u>
23. <u>George S. Bishop</u>	<u>676-1333</u>	<u>C Salsman</u>
24. <u>Kayla Christian</u>	<u>672-0715</u>	<u>K Christianson</u>
25. <u>Came Promgore</u>	<u>672-9696</u>	<u>TX Star Trading</u>
26. _____		
27. _____		
28. _____		
29. _____		
30. _____		
31. _____		
32. _____		
33. _____		
34. _____		
35. _____		
36. _____		
37. _____		
38. _____		
39. _____		
40. _____		

City Council
Agenda Memo



City Council
Meeting Date: May 13, 2010

TO: Larry D. Gilley, City Manager

FROM: Ken Dozier, Fire Chief

SUBJECT: Oral Resolution Ratifying the City Manager's Approval of a Charitable Solicitation Agreement Between the Muscular Dystrophy Association and the City of Abilene for the Fill the Boot Campaign.

GENERAL INFORMATION

The Muscular Dystrophy Association ("MDA") has a yearly campaign in the City of Abilene ("City") where volunteers solicit funds in the City right-of-ways as part of the MDA's "Fill the Boot Campaign" ("Campaign"). The money raised during the event allows the MDA to provide services to over 400 clients in the City of Abilene that includes financial assistance for wheelchairs, leg braces, communication devices, support groups, summer camps for children, and research grants to find treatments and cures.

In order to utilize the City right-of-ways the City and the MDA enter into a Charitable Solicitation Agreement in which the City gives permission to the MDA to use designated portions of the City right-of-way to conduct the Campaign. The purpose of this item is to ratify the signature of the City Manager on the Charitable Solicitation Agreement for the 2010 Campaign.

FUNDING/FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

Charitable Solicitation Agreement

Prepared by:

Name: Theresa James

Title: Assistant City Attorney

Item No. 6.4

Disposition by City Council

Approved Ord/Res#

Denied _____

Other _____

City Secretary

ACORD		CERTIFICATE OF LIABILITY INSURANCE		ID: SK	DATE (MM/DD/YY)
PRODUCER HUB International 1750 East Glendale Avenue Phoenix, AZ 85020-5505 Phone: 602-395-9111 Fax: 602-395-0222			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: Muscular Dystrophy Association, Inc. 3300 East Sunrise Drive Tucson, AZ 85718			INSURERS AFFORDING COVERAGE		
			INSURER A: ACE American Insurance Company		
			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 CLAIMS PAID.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ BODILY DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 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 AUTO ONLY EA ACC AGG
	EXCESS LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$10,000				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	OTHER-Firefighters Blanket Accident (Includes All Active & Retired Firefighters & EMT's as MDA Volunteers) NOTE: Workers' Compensation exclusion has been removed from this policy	PTPN04822420	01/01/10	01/01/11	\$500,000 AD&D \$500,000 Paralysis \$500,000 Accident Medical \$1,000 Weekly Accident Indemnity \$5,000,000 Aggregate (No deductible applies)

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

*CANCELLATION EXCEPTION: 10 DAY NOTICE FOR NON PAY

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER:	CANCELLATION
Muscular Dystrophy Association, Inc. 3300 East Sunrise Drive Tucson, AZ 85718		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 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 <i>Robert L. Mackay</i>



City Council
Agenda Memo

TO: Larry D. Gilley, City Manager **City Council Meeting Date: 05-13-2010**
FROM: Megan R. Santee, Interim Director of Public Works *MRS*
SUBJECT: Award of Bid – HGAC Contract # GR 01 -10 Horizontal Grinder

GENERAL INFORMATION

The Environmental Recycling Center receives approximately 150,000 yards of vegetation waste annually. We use a Horizontal Grinder to process this material into mulch. This allows us the ability to turn a waste material into a marketable product. It also allows us to maximize transportation of the product since a truck or container can carry more than ten times the vegetation waste once it is ground into a mulch as compared to raw tree limbs.

Our current Horizontal Grinder, a 2002 model, was scheduled for replacement in FY 2009. The unit will be purchased through the Houston/Galveston Area Council (HGAC) to effectively coordinate the process and the delivery time.

BID TABULATION

Vendor	Description	Amount
Morbark, Inc.	(1) Morbark Model 3800 Horizontal Grinder	\$433,595.00
	Industrial customer discount	- \$43,359.50
	Trade-in of current grinder	<u>- \$75,000.00</u>
		\$315,235.50

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

It is recommended that the unit be purchased through the Houston/Galveston Area Council (HGAC), contract # GR01-10 in the amount of \$315,235.50.

Prepared By:
Name Jim Winward
Title Operations Manager

Item No. 6.5

Disposition by City Council
 Approved **Denied**
 Other **Ord/Res #** _____

City Secretary

City Council
Agenda Memo



City Council
Meeting Date: 05/13/2010

TO: Larry D. Gilley, City Manager
FROM: Megan R. Santee, Interim Director of Public Works *MRS*
SUBJECT: Award Bid #CB-1029 – E.S. 11th Street (aka S.H. 36) and Judge Ely Boulevard Traffic Signal Modification

GENERAL INFORMATION

This contract involves traffic signal modification and curb ramp construction at the intersection of E.S. 11th Street and Judge Ely Boulevard.

FUNDING/FISCAL IMPACT

The construction costs of this project are to be reimbursed to the City through the American Reinvestment and Recovery Act of 2009 (aka the Federal Government's "Economic Stimulus" package), as per the signed Advance Funding Agreement with the Texas Department of Transportation.

The City will be responsible for materials testing and construction cost overruns on the project. Funds are available to pay for these costs from unobligated balances from previously sold Certificates of Obligation and General Obligation bonds.

STAFF RECOMMENDATION

Staff recommends that Council award Bid #CB-1029, to Willis Electric Company, L.P., of Abilene, Texas, in the amount of \$126,612.50.

ATTACHMENTS

Bid Tabulation Sheet

Prepared by:

Name: Cody Marshall, P.E.

Title: City Engineer

Item No. 6.6

Disposition by City Council

Approved Ord/Res# _____

Denied _____

Other _____

City Secretary

