



City Council  
Agenda Memo

TO: Larry D. Gilley, City Manager

City Council  
Meeting Date: 09/23/10

FROM: Ken Dozier, Fire Chief *KD*

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 Abilene Christian University on October 8, 2010. An alternate rain date is set for October 9, 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 Map  
Certificate of Insurance

Prepared By:

Disposition by City Council

Approved                       Denied  
 Other                      Ord/Res # \_\_\_\_\_

Name Ken Dozier  
Title Fire Chief

Item No. 4.1

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



6.1 pg. 2

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/7/2010

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 Compan	
INSURER C: Lexington Insurance Company	19437
INSURER D: Arch Speciality Ins Co	21199
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
C	<b>GENERAL LIABILITY</b> <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"/> PRO-JECT <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	<b>AUTOMOBILE LIABILITY</b> <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) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
D	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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: October 8th, 2010  
 Location of Display: 1201 ambler dr. Abilene, TX 79601  
 Additional Insured: City of Abilene

## CERTIFICATE HOLDER

Abilene Christian University  
1600 Campus Drive  
Abilene TX 79659

*Approved by Mark Hower 9/14/2010*

## 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

*Handwritten Signature*

City Council  
Agenda Memo



City Council  
Meeting Date: 9/23/10

**TO:** Larry D. Gilley, City Manager

**FROM:** Administration

**SUBJECT:** Election of Board Members for the TML-Intergovernmental Risk Pool

**GENERAL INFORMATION**

The City of Abilene is a member of the Texas Municipal League-Intergovernmental Risk Pool. Each year the Risk Pool elects individuals to serve on the Board of Trustees. As a member of the Risk Pool, the City of Abilene is entitled to submit its vote for Board members.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

None

**STAFF RECOMMENDATION**

Staff recommends that the City cast its votes for the following incumbent members of the Risk Pool Board of Trustees: **Place 6: Mary Gauer, Harker Heights; Place 7: Kevin Caddell, Mayor of Dalhart; Place 8: Larry Melton, Mayor of Odessa; Place 9: Andres Garza, City Manager for the City of Wharton.**

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS**

Prepared by: Name <u>Larry D. Gilley</u> Title <u>City Manager</u>	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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**RECEIVED**

**AUG 18 2010**

**CITY MANAGER'S OFFICE**

## **OFFICIAL BALLOT**

### **Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election**

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2010. Ballots received after September 30, 2010, cannot be counted. The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P. O. Box 149194, Austin, Texas 78714-9194.

The names of the officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees.

Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name. You can only vote for one candidate for each place.

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PLACE 6

- Peter Canney.** Mayor pro tem for Navasota (Region 14). Mr. Canney is serving his second term as a Councilmember and Mayor Pro Tem. He is a board member of the Grimes County Crimestoppers and the Board Treasurer of The Arts Council of Brazos Valley. He attended undergraduate school at Colorado State University to become a biologist and graduate school at Cornell University. After working as a scientist and a biotechnology recruiter, he formed his own recruiting and human resources consulting firm.
- Mary Gauer.** (Incumbent). Ms. Gauer has served on the TML Intergovernmental Risk Pool Board of Trustees since 1998. She served as a member of the Harker Heights City Council from 1991 to 1998, and Mayor from 1998 to 2004. Ms. Gauer serves as an elected citizen member of the Executive Committee of the Central Texas COG. She is Past-President of the TML Association of Mayors, Councilmembers, and Commissioners, and of the Small Cities Advisory Council.
- Sheyi I. Ipaye.** City Manager for the City of Forest Hill (Region 8). He formerly served as City Manager for Palestine, City Manager for Glenn Heights, Community Services Officer for Iberia Bank in New Orleans, and Community Development Officer and Manager for Community Investment for the Federal Home Loan Bank of Dallas. Mr. Spaye has a Bachelor's Degree in Government and Business and a Master's Degree in Urban Planning and Development.
- Michael S. Nyren.** Risk Manager for Capital Metropolitan Transportation Authority in Austin for 15 years (Region 10). Mr. Nyren has 28 years of experience in insurance, safety, and risk management, and currently holds an All Lines Texas Adjuster's License. He has earned the Insurance Institute of America's designation of Associate in Risk Management (ARM) and Associate in Risk Management for Public Entities (ARM-P). Mr. Nyren serves on the board of the Risk and Insurance Management Society, Central Texas Chapter.
- Frank Seffrood.** Councilmember for City of Copperas Cove (Region 9). Mr. Seffrood has served as a Copperas Cove councilmember since July, 2008, and was elected Mayor Pro Tem in July, 2009. He retired from the U.S. Army in 1979 with 22 years of service. He holds a B.S. degree in Information Systems and taught in the Computer Science Department of Central Texas College for five years. He recently retired from the U.S. Postal Service where he was employed since 1986.

WRITE IN CANDIDATE:

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PLACE 7

- Kevin Caddell.** (Incumbent). Mayor for the City of Dalhart (Region 2). Mr. Caddell served as a Dalhart City Councilmember for 10 years, and as Mayor since 2005. Served on the Panhandle Regional Planning Commission Board. Past President of TML Region 2 and incoming Regional Director for TML Region 2. Graduate of Texas Tech University. Owns and operates Furniture Fashions, a retail furniture and appliance outlet in Dalhart, and has other real estate and farming interests in the Dalhart area.
- Kevin Carruth.** City Manager for Paris (Region 15). Mr. Carruth has 20 years of experience in local government and has served as City Manager for Brownwood, Daingerfield, Hillsboro, and Prosper. He also served as Senior Program Analyst and Emergency Management Coordinator for Harris County Housing and Community Development Agency and as an elected official on the Board of Directors for Fort Bend M.U.D. #41. He is an ICMA Credentialed Manager and active in the Texas City Management Association.
- John Mitchiner.** Board of Directors of Galveston County W.C.I.D. #1 (Region 14) since 2004. Mr. Mitchiner served as Mayor for Dickinson from 1994 to 1999, as President for the Galveston County Mayors and Councilmen Assoc., as a Director for the North Galveston County Chamber of Commerce, and as President of the Mainland Association of Life Underwriters. He is a member of the Association of Water Board Directors – Texas, a member of Texas EquuSearch, and a Board Member of the Bay Area Harbour Playhouse.
- Lawanna Williams.** Assistant Finance Director for Kilgore (Region 15). Ms. Williams has been employed by Kilgore since September of 1987. Prior to 1987, Ms. Williams worked six years in the banking industry. Member of the East Texas Municipal Clerks Association, the Government Finance Officers Association of Texas, and the East Texas City Management Association. Serves as secretary/treasurer of the Outreach Community Development Corp. and is a member and past President of the Kilgore Oilpatch Kiwanis Club.

WRITE IN CANDIDATE:

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**PLACE 8**

- Larry Melton** (Incumbent). Mayor for Odessa (Region 4) since 2001. Mr. Melton also served three years as a councilmember. He is the Chief Executive Officer of a regional public accounting firm, Johnson, Miller and Company, where he is responsible for all administrative and human resources areas of the firm. Previously, Mr. Melton was in the banking business for approximately 30 years. He is active in the United Way of Odessa and Odessa Chamber of Commerce. In 1993, he was honored as Odessa's outstanding citizen.
  
- Gilbert Perales**. Deputy City Manager for the City of Arlington (Region 8). From 1978 to 1980, Mr. Perales worked in the San Antonio City Manager's Office and in the Department of Economic Development. From 1980 to 1985, he served as City Manager for the City of Carrizo Springs. From 1985 to 2001, Mr. Perales worked for the City of Dallas as Assistant to the City Manager and, later, as Assistant Director in the Department of Convention and Events Services. From 2001 to 2007, he was Assistant City Manager for Irving.

**WRITE IN CANDIDATE:**

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**PLACE 9**

- Andres Garza**. (Incumbent). City Manager for the City of Wharton (Region 14). Mr. Garza has served on the TML Intergovernmental Risk Pool Board of Trustees since 1984, serving as chairman from 1994-1996. He has served as Wharton City Manager since 1994. Mr. Garza has been in public service for over 33 years of which 30 have been as a City Manager. He serves on the TML Small City's Advisory Council, has a BBA degree from Southwest Texas State University, and is a member of TCMA and ICMA.

**WRITE IN CANDIDATE:**

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# BALLOT MUST BE SIGNED TO BE COUNTED

## Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness by hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Printed name of Political Entity

City Council  
Agenda Memo



City Council  
Meeting Date: September 23, 2010

TO: Larry D. Gilley, City Manager

FROM: Stan Standridge, Police Chief

SUBJECT: Oral Resolution Authorizing Execution of an Agreement Between the City of Abilene and the Friends of Safety City, Inc. for the Construction of a Police Education Building on the grounds of the Melvin Martin Center for Children's Safety.

**GENERAL INFORMATION**

The Friends of Safety City, Inc. ("Friends") is a 501(c)(3) non-profit corporation with the purpose of promoting an increased emphasis on safety education for children and public awareness of safety through informed and active participation of citizens in making Abilene and the surrounding region a safer place to live, work and play.

On September 14, 2010, the City of Abilene Parks and Recreation Board approved the building of a Police Education Building on the grounds of the Melvin Martin Center for Children's Safety ("Safety City"). The Friends have been raising money to finance the construction of the Police Education Building. Groundbreaking for the facility is set to take place on September 23, 2010.

Once the Police Education Building is constructed, the Friends intend to dedicate it to the City of Abilene at which time the City will be responsible for the upkeep and maintenance of the facility. This item is for the approval of an agreement between Friends and the City of Abilene that outlines the responsibilities of both parties as they relate to the construction and dedication of the Police Education Building.

**STAFF RECOMMENDATION**

It is recommended that the City Council approve, by oral resolution, the Agreement Between the City of Abilene and The Friends of Safety City, Inc. for the Construction of a Police Education Building on the grounds of Safety City. and authorize the City Manager or his designee to execute all necessary documents related to the Agreement.

**ATTACHMENTS**

Agreement

Prepared by:		Disposition by City Council
Name <u>Theresa James, Stan Standridge</u>		<input type="checkbox"/> Approved      Ord/Res# _____
Title <u>Assistant City Attorney, Police Chief</u>	Item No. <u>6.3</u>	<input type="checkbox"/> Denied
		<input type="checkbox"/> Other
		_____ City Secretary

**AGREEMENT BETWEEN THE CITY OF ABILENE AND THE FRIENDS OF SAFETY CITY, INC. FOR THE CONSTRUCTION OF A POLICE EDUCATION BUILDING ON THE GROUNDS OF THE MELVIN MARTIN CENTER FOR CHILDREN'S SAFETY**

WHEREAS, the Friends of Safety City, Inc. ("Friends"), a non-profit corporation, will finance the construction of a Police Education Building on the grounds of the Melvin Martin Center for Children's Safety ("Safety City"); and

WHEREAS, the grounds of Safety City are under the jurisdiction and control of the Parks and Recreation Board; and

WHEREAS, on September 14, 2010, the Parks and Recreation Board approved the building of a Police Education Building on the grounds of Safety City; and

WHEREAS, the Director of Community Services was designated by the Parks and Recreation Board to review and finally approve all designs and construction plans for any permanent structure; and

WHEREAS, once the Police Education Building is constructed, the Friends will dedicate it to the City of Abilene; and

WHEREAS, after the dedication, the City of Abilene will be responsible for the upkeep and maintenance of the Police Education Building;

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

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

3. Friends will at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, contractors, invitees, and other persons as well as their property, while in the vicinity of its activities at Safety City. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of Friends, including but not limited to its officers, agents, members, participants, invitees, and other persons.
4. City and Friends will provide each other with prompt and timely notice of any event, covered by the indemnity section of this Agreement. In the event a claim or action is filed with respect to the indemnity section, the City may employ attorneys of its own choosing to appear and defend the claim or action on behalf of the City.
5. Friends will insure this agreement by obtaining public liability insurance in the amounts and with the terms set forth in Attachment A to this agreement.
6. Friends will provide a builders warranty to the City of Abilene with a term of no less than one year.
7. The building will be constructed using equipment and materials that meet current energy efficiency standards. All mechanicals will be of an appropriate size for the structure as industry standards dictate.
8. Upon completion and acceptance of the building the City will be responsible for the care and maintenance of the facility.

IN WITNESS WHEREOF, THE CITY AND FRIENDS have entered into this Agreement on the \_\_\_ day of \_\_\_\_\_, 2010.

**CITY OF ABILENE**

**ATTEST:**

\_\_\_\_\_  
City Manager

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

Approved:

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

**FRIENDS OF SAFETY CITY, INC**

**ATTEST:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

## ATTACHMENT A

### INSURANCE

#### A. GENERAL REQUIREMENTS

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

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

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

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

#### B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

1. Name the City as an additional insured with respect to operations for which this agreement is made.
2. Provide for 30-day advance written notice of cancellation or material change.

#### C. TYPES AND AMOUNT OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
___ 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
___ 2. Commercial (Public) Liability including but not limited to: . Premises/Operations . Independent Contractors . Products/Completed Operations . Contractual Liability (Insuring above indemnity) and where the exposures exist . Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
___ 3. Business Automobile Liability to include coverage for: . Owned/Leased Autos . Non-Owned Autos . Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
___ 4. Professional Liability	\$500,000 combined single limit (per occurrence)
___ 5. See Addendum for Special Coverages and/or revisions	
___ 6. No Insurance Required	

City Council  
Agenda Memo



City Council  
Meeting Date: 09-23-10

**TO:** Larry D. Gilley, City Manager  
**FROM:** Richard Burdine, Assistant City Manager for Economic Development *RB*  
**SUBJECT:** Annual Contract Renewals – Development Corporation of Abilene, Inc.

**GENERAL INFORMATION**

The Development Corporation of Abilene, Inc. (DCOA) approved a budget for FY2011 that includes contract renewals with the City of Abilene for Business Services and the Airport Business Development Management program, the Abilene Industrial Foundation, Inc., Chamber of Commerce Military Affairs Committee, and Texas Tech University Small Business Development Center. Most of these agencies have been funded either wholly or in part by the DCOA since 1990.

**SPECIAL CONSIDERATIONS**

See page 2.

**FUNDING/FISCAL IMPACT**

Maximum amount to be paid by the DCOA under FY11 contracts:

City of Abilene Business Services (Division 2760)	\$ 648,160
Property Maintenance (Division 2775)	\$ 150,000
Property Maint. Life Sciences (Division 2765)	\$ 704,380
Property Damage Ins. Premium (Division 2775)	\$ 86,290
City of Abilene Airport Business Dev. Mgmt (Div. 6060)	\$ 163,830
TOTAL	\$1,752,660 Paid by DCOA

**STAFF RECOMMENDATION**

Staff recommends the City Council approve, by oral resolution, the annual renewal contracts between the City and DCOA for Business Services and Airport Business Development Management. Staff also recommends City Council authorize the City Manager to execute the contracts on behalf of the City.

**BOARD OR COMMISSION RECOMMENDATION**

The DCOA Board approved the FY2011 budget and contract renewals on August 24, 2010.

**ATTACHMENTS**

Renewal contract with City of Abilene for Airport Business Development Management Program  
Renewal contract with City of Abilene for Business Services Division

Prepared by: Kim Tarrant, Business Services  
Manager  
Name: Richard Burdine  
Title: Asst. City Manager for Economic  
Development

Item No. 6.4

Disposition by City Council  
 Approved Ord/Res# \_\_\_\_\_  
 Denied \_\_\_\_\_  
 Other \_\_\_\_\_  
\_\_\_\_\_  
City Secretary



### **SPECIAL CONSIDERATIONS**

The contracts referenced above are being renewed for one year beginning 10-1-10. All agencies are audited each year to determine compliance with the current contract performance objectives. The Project Evaluation Committee of the DCOA reviewed the audits and made a report to the Board with recommendations to renew the contracts. The Budget & Finance Committee of the DCOA reviewed all funding requests and made a recommendation to the DCOA for FY11 funding levels. All agencies are reimbursed for actual expenses. The two contracts with the City of Abilene are being submitted for approval.

**Business Services** (Economic Development) contract for FY11 includes all administrative expenses for the Development Corporation of Abilene in the amount of \$648,160, which includes a staff of 5 in the Economic Development Department. Also included in the contract are \$150,000 for maintenance and other up-keep expenses for DCOA-owned properties, \$704,380 for operations and maintenance of the Abilene Life Sciences Accelerator and lab on Pine St., and \$86,290 for property damage insurance premiums to cover all DCOA-owned properties under the City's self-insurance program. The total FY11 funding authorization is \$1,588,830. The current FY10 contract amounts are \$635,870 for operating, \$150,000 for DCOA-owned properties maintenance, \$233,810 for life sciences properties operations and maintenance, and \$86,290 for insurance premiums for a total amount of \$1,105,970.

**Airport Business Development Management** contract for FY11 is in the amount of \$163,830 for salary support for the Business Development Manager, consulting services to expand current air service, and marketing services through various media. The current FY10 contract amount is \$133,040.

THE STATE OF TEXAS           X  
  X     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TAYLOR           X

THIS AGREEMENT, effective the 1st day of October, 2010, by and between the **City of Abilene**, a municipal corporation, situated in Taylor and Jones Counties, Texas, acting by and through its City Manager, (hereinafter referred to as "CITY"), and the **Development Corporation of Abilene, Inc.** (hereinafter referred to as "DCOA") acting by and through its President and in accordance with the Development Corporation Act of 1979, as amended:

WITNESSETH:

That for and in consideration of the covenants, promises, and agreements set forth herein, it is mutually agreed as follows:

**I. PURPOSE**

That the City agrees to administer the Airport Business Development Management Program designed to build activity within the Abilene Regional Airport's business segments. For purposes of this contract, the City's Assistant City Manager for Economic Development shall serve as the Chief Executive Officer described in section 5.09 of the DCOA Bylaws.

**II. DUTIES**

A. CITY AGREES TO:

1. Continue to develop the Business Development Management Program at the Abilene Regional Airport by:
  - a. Participating in major area trade shows and continuing the community outreach efforts by seeking speaking engagements to civic groups throughout our region that highlight the operations of the airport, construction updates, air service needs and fare comparisons, and
  - b. Communicating to the public using a variety of medium including television, radio, newspaper ads, and the Internet the advantages of using the airport., and
  - c. Continuing the ABI-VIP Passenger Rewards Program to encourage air travel from Abilene.
  - d. Continuing to work with the air service consultant to explore the best possibilities and timing for new air carrier service and evaluate the Abilene market area to confirm the need for a western hub.
  
2. Submit a written report to DCOA by April 10, 2011 of progress made through the activities specified in Sec. A. 1., above, since October 1, 2010. The report shall also be presented orally to the DCOA during the April 2011 board meeting, or the first board meeting to occur subsequent to April 10, 2011.

In addition, a second written report will be submitted by October 10, 2011 of

6.4 pg. 3

progress made since April 2011. Likewise, the report shall be presented orally to the DCOA during the October 2011 board meeting, or the first board meeting to occur subsequent to October 10, 2011.

**B. DCOA AGREES TO:**

Provide the City funding in the total amount of One Hundred Sixty-three Thousand Eight Hundred Twenty-Eight and no/100's Dollars (\$163,828) for the one-year period ending September 30, 2011, for the following:

- a. \$64,928 – operating support for the Business Development Management Program division of the Abilene Regional Airport, including a 3% salary increase.
- b. \$35,000 – consulting services for retaining current and exploring new air service
- c. \$60,000 – marketing airport services, amenities and upgrades using variety of medium including television, radio and newspaper ads to Catchment Area of 16 counties.
- d. \$3,900 – expenses for 2 staff members to attend the Network USA 2011 conference.

**Funding amounts listed above may be moved from one category to the other only with the written authorization of the CEO.**

### **III. TERMINATION**

This contract may be terminated by the DCOA or the City, in whole, or from time to time, in part, upon good cause and whenever such termination is in the best interest of the DCOA or the City. Termination will be effective sixty (60) days after delivery of Notice of Termination specifying to what extent performance or work under the contract has been terminated and specifying that the contract shall be terminated sixty (60) days after receipt by the notified party.

If no notice of termination is received from either party prior to August 2, 2011, this contract expires without notification on September 30, 2011.

### **IV. OFFICIALS NOT TO BENEFIT**

No public official of the governing body of the City or the DCOA who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the contract which affects his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this contract or proceeds thereof.

### **V. MINORITY AND SMALL BUSINESSES**

The City will encourage and utilize small businesses and minority suppliers and services to the extent possible under present law for use in completion of this contract.

**VI. EQUAL EMPLOYMENT OPPORTUNITIES**

During the performance of this contract, the City agrees as follows:

The City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The City will take affirmative action to ensure that applicants and their employees are treated equally without regard to race, color, religion, sex, national origin, or disability. The City agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

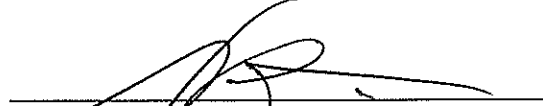
**VII. AGREEMENT:**

**This Agreement shall constitute the sole agreement between the City and the DCOA relating to the object of this Agreement and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.**

WITNESS our hands to this AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**DEVELOPMENT CORPORATION OF ABILENE, INC.**  
174 Cypress, Ste. 301  
Abilene, Texas 79601


**CITY OF ABILENE**  
P.O. Box 60  
Abilene, Texas 79604

  
\_\_\_\_\_  
Paul Cannon, President

\_\_\_\_\_  
Larry D. Gilley, City Manager

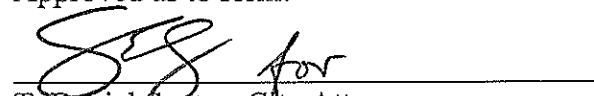
ATTEST:

ATTEST:

  
\_\_\_\_\_  
Marelyn Shedd, Secretary/Treasurer

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

Approved as to form:

  
\_\_\_\_\_  
T. Daniel Santee, City Attorney

6.4 pg. 5

THE STATE OF TEXAS                   X  
  X       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TAYLOR                   X

THIS AGREEMENT, effective the 1st day of October, 2010, by and between the **City of Abilene**, a municipal corporation, situated in Taylor and Jones Counties, Texas, acting by and through its City Manager, (hereinafter referred to as "CITY"), and the **Development Corporation of Abilene, Inc.** (hereinafter referred to as "DCOA") acting by and through its President and in accordance with the Development Corporation Act of 1979, as amended:

WITNESSETH:

That for and in consideration of the covenants, promises, and agreements set forth herein, it is mutually agreed as follows:

**I. PURPOSE**

That the City agrees to provide staffing for administrative and program support and legal services (hereinafter referred to as "the Staff") to the DCOA as requested by the Board of Directors of the DCOA (hereinafter referred to as "Board"). For purposes of this contract, the City's Assistant City Manager for Economic Development shall serve as Chief Executive Officer of the DCOA as described in section 5.09 of the DCOA Bylaws (herein referred to as Bylaws).

**II. DUTIES**

A. CITY AGREES:

1. To follow the provisions of the Bylaws, which are incorporated herein by reference, as may be amended, including but not limited to those Bylaws associated with short and long-term planning, specifically Section 4.04 of the Bylaws, as closely as possible to ensure the DCOA's economic development efforts are in line with the evolving economic development needs of the Abilene community. The Staff will solicit input from other Develop Abilene Team members (i.e. Abilene Industrial Foundation, Abilene Chamber of Commerce, Texas Tech University Small Business Development Center) in order to encourage a cohesive and coordinated effort on behalf of the community. Efforts are to be made to conduct at least once each year a planning session with the Board to determine policy changes needed in the Staff's efforts to stay competitive in the dynamic economic development environment.
2. Consistent with Section 5.09 of the Bylaws, the Chief Executive Officer of DCOA (otherwise known as the Director of Economic Development) shall recommend policies and procedures to the Board for adoption by the Corporation as needed, including financial, accounting, and purchasing policies and procedures. Unless

otherwise stipulated, the Staff shall follow the policies and procedures of the City's Department of Finance when conducting DCOA financial business. The policies and procedures of the City's Purchasing Department shall be followed as closely as is feasible for any DCOA project, except in cases where it is more advantageous to follow state law regarding bids and purchases for development corporations.

3. To provide all necessary accounting and financial management services through the City's Finance Department. The Finance Department will work with the Staff to keep complete and current books and records of all DCOA activities and provide the DCOA monthly reports of its fund balance and sales tax revenue.

The Staff will continue to revise, as needed, the internal tracking system for all of the DCOA's operating and project contracts to ensure requests for payment are recorded and contract amounts are not exceeded.

4. To negotiate, administer and monitor all contracts on behalf of the DCOA with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks. The City's Internal Auditor shall conduct an annual review of this contract.
5. To prepare a budget for the forthcoming year for review and final approval by the Board. The budget shall be prepared in accordance with the procedures prescribed for all City departments and included with the proposed overall City budget for approval by the Abilene City Council.
6. To provide all of the staff necessary for the operation of DCOA programs. The City shall be responsible for the hiring, evaluation, and/or termination of personnel, who shall be City of Abilene employees and subject to all personnel policies thereof. The foregoing notwithstanding, the City Manager or his designate shall meet with the Board, as requested from time to time in executive session regarding personnel matters to receive the Board's input regarding such matters.
7. To ensure that the Staff carries out responsibilities and duties as specified by the Board and accepted by the City.
8. Review the existing incentive guidelines, loan program and related lending policies as needed, make recommendations to the Board to ensure that such guidelines, programs and policies are in compliance with all relevant local, state and federal requirements and to serve the needs of the community.
9. In accordance with Guidelines for Public Assistance and Administrative Policy and Incentive Guidelines, adopted by the Board, review and recommend to the Board approval or denial of all eligible applications for financial assistance. The DCOA's Guidelines for Public Assistance and Administrative Policy does apply and is

incorporated by reference herein for all purposes.

10. Continue to build upon existing relationships with local financial institutions to promote the development of new and existing businesses.
11. To maintain records of DCOA activities in accordance with the same state-mandated records retention schedule that is followed by the City.
12. To provide information on local, state, and federal permit and licensing requirements and act as a liaison between the clients and other City departments.
13. Inform/report quarterly to the Board the status of the DCOA's loan portfolio.
14. Administer the Enterprise Zone, Tax Abatement, and other state incentive programs as well as other programs as directed by the Board when directly related to programs and projects of the DCOA.
15. Continue to coordinate with local trade schools, colleges and universities, and the Texas Tech Small Business Development Center to identify and develop programs to meet the training, educational and business counseling needs of the Abilene business community.

B. DCOA AGREES TO:

1. Provide the City funding in the amount of \$648,160 for the one-year period ending September 30, 2011, for the operational activities (including provision of the Staff) of the Business Services Division of the Department of Economic Development.
2. Provide to the City funding in the amount of \$150,000 for the one-year period ending September 30, 2011 for the maintenance and upkeep of and other expenses related to all DCOA-owned facilities and other properties, as needed, whether vacant or occupied, in accordance with any existing lease agreement. In addition, provide funding in the amount of \$86,290 for property damage insurance premiums for covering the DCOA-owned properties under the City's self-insurance plan.
3. Provide to the City funding in the amount of \$704,380 for the one-year period ending September 30, 2011 for the maintenance and upkeep of and other expenses related to the Abilene Life Sciences Accelerator at 1325 Pine St., parking lot at 1342 Walnut St., and Laboratory at 842 Pine St., in accordance with the Master Lease Agreement dated April 29, 2009 between the DCOA and Abilene Life Sciences Foundation, Inc. (760-275-2765).
4. Grant authority to its Chief Executive Officer to disburse funds and incur expenses on behalf of the DCOA as approved from time to time by the Board.

5. Develop budget priorities and recommendations for City Council consideration with respect to the economic development programs of the DCOA, as specified in the Corporation's Bylaws.

### **III. LEGAL SERVICES**

The City Attorney, or an assistant City Attorney designated by the City Attorney, shall be legal advisor of, and attorney for, the DCOA and its Board and committee members. Such legal services shall include representation in litigation and legal proceedings, and review of documents, contracts and legal instruments as to form and legality. The DCOA retains the right to hire an attorney of its own choice at its own expense.

### **IV. ASSISTANT CITY MANAGER FOR ECONOMIC DEVELOPMENT**

It is expressly understood by the City and the DCOA that the DCOA reserves and retains the right to hear all appeals of any issues which may arise under this contract. Under the terms of this contract, the Chief Executive Officer shall report to the Board and to the City Manager in administering the joint economic development programs of the DCOA and the City.

The Assistant City Manager for Economic Development shall act as the DCOA's Chief Executive Officer and is hereby expressly given the right and power by the DCOA to sign all applications, and documents as approved by the Board, in determining the joint economic development program of the DCOA and the City.

It is expressly understood that the DCOA retains the right to pursue other avenues for economic development, when it is determined to be in the best interest of the DCOA to do so, and this Agreement shall not limit the DCOA's right to pursue such interests.

### **V. PROGRAM INCOME**

All program income resulting from the use of DCOA funds as provided under this agreement shall be returned to the unobligated fund balance of the DCOA.

### **VI. TERMINATION**

This Agreement may be terminated by the DCOA or the City, in whole, or from time to time, in part, whenever such termination is determined by the Board or the City Council, as the case may be, to be in the best interest of the DCOA or the City. Termination will be effective sixty (60) days after delivery of Notice of Termination specifying to what extent performance or work under the contract has been terminated and specifying that the Agreement shall be terminated sixty (60) days after receipt by the notified party.

If no notice of termination is received from either party prior to August 2, 2011, this contract expires without notification on September 30, 2011.



## **VII. OFFICIALS NOT TO BENEFIT**

No public official of the governing body of the City or the DCOA who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the contract which affects his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this contract or proceeds thereof.

## **VIII. MINORITY AND SMALL BUSINESSES**

The City will encourage and utilize small businesses and minority suppliers and services to the extent possible under present law for use in completion of this contract.

## **IX. EQUAL EMPLOYMENT OPPORTUNITIES**

During the performance of this contract, the City agrees as follows:

The City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The City will take affirmative action to ensure that applicants and their employees are treated equally without regard to race, color, religion, sex, national origin, or disability. The City agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

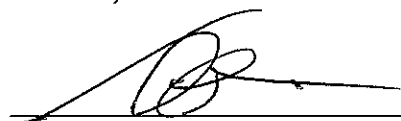
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**X. AGREEMENT:**

This Agreement shall constitute the sole agreement between the City and the DCOA relating to the object of this Agreement and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

WITNESS our hands to this AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**DEVELOPMENT CORPORATION OF  
ABILENE, INC.**  
174 Cypress, Ste. 301  
Abilene, Texas 79601

  
\_\_\_\_\_  
Paul Cannon, President

**CITY OF ABILENE**  
P.O. Box 60  
Abilene, Texas 79604

\_\_\_\_\_  
Larry D. Gilley, City Manager

ATTEST:

  
\_\_\_\_\_  
Marelyn Shedd, Secretary/Treasurer

ATTEST:

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

Approved as to form:

  
\_\_\_\_\_  
T. Daniel Santee, City Attorney

City Council  
Agenda Memo



City Council  
Meeting Date: September 23, 2010

TO: Larry D. Gilley, City Manager

FROM: Don Green, Director of Aviation

SUBJECT: Airfield Lighting Control System and Beacon Replacement Contract Award

**GENERAL INFORMATION**

Bids were received for this project, CB-1034, on August 24, 2010. Four bids were received and Epic Construction had the low bid in the amount of \$656,935.00. Bid tabulation is attached.

This project will install the new lighting control system in the new control tower and will construct a new beacon to replace the one atop the current control tower.

**FUNDING/FISCAL IMPACT**

This project is proposed to be funded 95% by anticipated AIP Grant 3-48-0002-40-09, and 5% (\$32,847.00) by the City.

**STAFF RECOMMENDATION**

Staff recommends that City Council award Bid No. CB-1034 in the amount not to exceed \$656,935.00 to Epic Construction subject to the availability of federal funding.

**BOARD OR COMMISSION RECOMMENDATION**

At its September 8 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: Name: <u>Don Green</u> Title: <u>Director of Aviation</u></p>	<p>Item No. <u>4.5</u></p>	<p>Disposition by City Council <input type="checkbox"/> Approved Ord/Res# <input type="checkbox"/> Denied <input type="checkbox"/> Other _____ _____ City Secretary</p>
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City Council  
Agenda Memo



City Council  
Meeting Date: September 23, 2010

**TO:** Larry D. Gilley, City Manager  
**FROM:** Don Green, Director of Aviation  
**SUBJECT:** URS Corp. Engineering Contract Task Order 27

**GENERAL INFORMATION**

As part of the Airport's FY10 Airport Improvement Program (AIP) projects, Task Order 27 is requested to be considered for authorization. This Task Order provides authorization for URS to provide construction management and testing services for the Airfield Lighting Control System and Beacon Replacement. The fee for this service is a fixed fee in the amount not to exceed \$78,685.27.

**FUNDING/FISCAL IMPACT**

The fee for Task Order 24 is funded 95% by AIP Grant 40. The city's 5% share for this task order is \$3,934.26.

**STAFF RECOMMENDATION**

Staff recommends the City Council authorize the City Manager to execute Task Order 27 of the URS Corp engineering contract.

**BOARD OR COMMISSION RECOMMENDATION**

The Airport Development Board voted to recommend approval of Task Order 27 of URS' contract at its September 8 meeting.

Prepared by: Name Don Green Title Director of Aviation	Item No. <u>6.6</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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Airfield Lighting Vault, Control System, and Rotating Beacon

ITEM NO.	SPEC.	DESCRIPTION	QUANTITY	UNIT	Engineer's Estimate UNIT COST	Engineer's Estimate TOTAL	Bunkley Electrical Company UNIT COST	Bunkley Electrical Company TOTAL	F&W Electrical Contractors UNIT COST	F&W Electrical Contractors TOTAL	B-C Company UNIT COST	B-C Company TOTAL	Epic Construction Co. UNIT COST	Epic Construction Co. TOTAL
1	G-140-2.1	Mobilization	1	LS	\$37,962.16	\$ 37,962.16	\$ 50,760.00	\$ 50,760.00	\$ 32,608.00	\$ 32,608.00	\$ 36,475.00	\$ 36,475.00	\$ 25,000.00	\$ 25,000.00
2	G-145-5.1	Temporary Marking, Barricades, Lighting, and Facilities	1	LS	\$5,000.00	\$ 5,000.00	\$ 7,003.00	\$ 7,003.00	\$ 500.00	\$ 500.00	\$ 2,085.00	\$ 2,085.00	\$ 500.00	\$ 500.00
3	P-155-5.1	Lime-Treated Subgrade	128	SY	\$5.00	\$ 640.00	\$ 25.78	\$ 3,299.84	\$ 11.00	\$ 1,408.00	\$ 7.25	\$ 928.00	\$ 10.00	\$ 1,280.00
4	P-155-5.1	Lime	5,940	LB	\$0.20	\$ 1,088.00	\$ 0.85	\$ 3,276.00	\$ 0.20	\$ 1,088.00	\$ 0.25	\$ 1,260.00	\$ 0.15	\$ 756.00
5	P-155-5.1	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	\$5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 2,540.00	\$ 2,540.00	\$ 500.00	\$ 500.00
6	P-209-5.1	Crushed Aggregate Base Course	22	CY	\$75.00	\$ 1,650.00	\$ 154.54	\$ 3,399.88	\$ 110.00	\$ 2,420.00	\$ 67.80	\$ 1,474.00	\$ 100.00	\$ 2,200.00
7	P-501-8.1	Portland Cement Concrete Pavement, 6-Inch Thick, Reinforced	111	SY	\$75.00	\$ 8,325.00	\$ 54.05	\$ 5,999.55	\$ 110.00	\$ 12,210.00	\$ 85.00	\$ 9,435.00	\$ 100.00	\$ 11,100.00
8	T-901-5.1	Seeding	3,000	SY	\$2.00	\$ 6,000.00	\$ 0.40	\$ 1,200.00	\$ 1.40	\$ 4,200.00	\$ 1.60	\$ 4,800.00	\$ 1.50	\$ 4,500.00
9	L-101-5.1	Airport Rotating Beacon, Complete	1	EA	\$15,000.00	\$ 15,000.00	\$ 9,053.00	\$ 9,053.00	\$ 11,000.00	\$ 11,000.00	\$ 10,750.00	\$ 10,750.00	\$ 8,000.00	\$ 8,000.00
10	L-103-5.1	Beacon Tower, Including Foundation, Complete	1	EA	\$20,000.00	\$ 20,000.00	\$ 34,890.00	\$ 34,890.00	\$ 32,000.00	\$ 32,000.00	\$ 30,165.00	\$ 30,165.00	\$ 37,500.00	\$ 37,500.00
11	L-108-5.1	No. 8, 5KV, L-824C Cable, Installed in Duct Bank or Conduit	3,500	LF	\$1.25	\$ 4,375.00	\$ 2.14	\$ 7,480.00	\$ 1.00	\$ 3,500.00	\$ 1.25	\$ 4,375.00	\$ 2.75	\$ 9,625.00
12	L-108-5.2	No. 6 Solid BSSDC Counterpoise, Installed with Ground Rods & Connectors	3,198	LF	\$1.00	\$ 3,198.00	\$ 3.54	\$ 11,320.92	\$ 1.00	\$ 3,198.00	\$ 1.50	\$ 4,797.00	\$ 3.00	\$ 9,594.00
13	L-108-5.3	50 Pair No. 19 Shielded Control Cable, Installed in Duct Bank or Conduit	7,500	LF	\$5.00	\$ 37,500.00	\$ 7.78	\$ 58,350.00	\$ 9.50	\$ 71,250.00	\$ 10.25	\$ 76,875.00	\$ 7.00	\$ 52,500.00
14	L-109-5.1	L-828, 30KV, 6.6A, 208V, 5-Step Constant Current Regulator, Complete	1	EA	\$25,000.00	\$ 25,000.00	\$ 18,679.00	\$ 18,679.00	\$ 19,600.00	\$ 19,600.00	\$ 14,600.00	\$ 14,600.00	\$ 19,500.00	\$ 19,500.00
15	L-109-5.2	L-828, 7.5KV, 6.6A, 208V, 5-Step Constant Current Regulator, Complete	1	EA	\$5,000.00	\$ 5,000.00	\$ 9,940.00	\$ 9,940.00	\$ 10,400.00	\$ 10,400.00	\$ 8,230.00	\$ 8,230.00	\$ 11,000.00	\$ 11,000.00
16	L-109-5.3	Relocate Existing Constant Current Regulator, Complete	7	EA	\$2,000.00	\$ 14,000.00	\$ 316.29	\$ 2,214.03	\$ 2,320.00	\$ 16,240.00	\$ 500.00	\$ 3,500.00	\$ 500.00	\$ 3,500.00
17	L-109-5.4	230 KW 208/120VAC En Gen Set w/800A ATS, Including Concrete Foundation, Complete	1	EA	\$110,000.00	\$ 110,000.00	\$ 77,673.00	\$ 77,673.00	\$ 94,500.00	\$ 94,500.00	\$ 72,601.00	\$ 72,601.00	\$ 85,000.00	\$ 85,000.00
18	L-109-5.5	Airfield Lighting Vault, Constructed in Place	1	EA	\$250,000.00	\$ 250,000.00	\$ 263,355.00	\$ 263,355.00	\$ 200,000.00	\$ 200,000.00	\$ 218,805.00	\$ 218,805.00	\$ 182,000.00	\$ 182,000.00
19	L-109-5.6	Airfield Lighting Control System, Complete	1	LS	\$25,000.00	\$ 25,000.00	\$ 26,941.00	\$ 26,941.00	\$ 35,000.00	\$ 35,000.00	\$ 23,375.00	\$ 23,375.00	\$ 31,000.00	\$ 31,000.00
20	L-109-5.7	Demolition of Existing Vault and Equipment, Complete	1	LS	\$12,500.00	\$ 12,500.00	\$ 19,503.00	\$ 19,503.00	\$ 18,500.00	\$ 18,500.00	\$ 10,000.00	\$ 10,000.00	\$ 19,000.00	\$ 19,000.00
21	L-109-5.8	Power Service Meter Rack & Transformer Pad, Complete	1	LS	\$5,000.00	\$ 5,000.00	\$ 5,564.00	\$ 5,564.00	\$ 18,500.00	\$ 18,500.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
22	L-110-5.1	1Wx2' Sch 40 PVC Duct, Including Trench and Backfill	140	LF	\$7.00	\$ 980.00	\$ 16.74	\$ 2,343.60	\$ 15.00	\$ 2,100.00	\$ 8.00	\$ 1,120.00	\$ 25.00	\$ 3,500.00
23	L-110-5.2	12Wx2' Sch 40 PVC Duct Bank, Including Trench and Backfill	174	LF	\$50.00	\$ 8,700.00	\$ 76.13	\$ 13,246.62	\$ 65.00	\$ 11,310.00	\$ 60.00	\$ 10,440.00	\$ 40.00	\$ 6,960.00
24	L-110-5.3	2Wx4' Sch 40 PVC Duct Bank, Including Trench and Backfill	2,315	LF	\$25.00	\$ 57,875.00	\$ 7.30	\$ 16,899.50	\$ 50.00	\$ 117,750.00	\$ 30.00	\$ 69,450.00	\$ 20.00	\$ 46,300.00
25	L-110-5.4	4Wx4' Sch 40 PVC Duct Bank, Including Trench and Backfill	142	LF	\$35.00	\$ 4,970.00	\$ 48.07	\$ 6,825.94	\$ 65.00	\$ 9,230.00	\$ 55.00	\$ 7,810.00	\$ 25.00	\$ 3,550.00
26	L-110-5.5	Directional Bore 1Wx4' HDPE Conduit	110	LF	\$45.00	\$ 4,950.00	\$ 54.63	\$ 6,009.30	\$ 45.00	\$ 4,950.00	\$ 30.00	\$ 3,300.00	\$ 40.00	\$ 4,400.00
27	L-110-5.6	1Wx2' Sch 40 PVC Drain Conduit, Including Trench and Backfill	120	LF	\$5.00	\$ 600.00	\$ 12.18	\$ 1,461.60	\$ 7.00	\$ 840.00	\$ 6.00	\$ 720.00	\$ 25.00	\$ 3,000.00
28	L-110-5.7	1Wx4' Sch 80 PVC Conduit, Including Trench & Backfill	280	LF	\$15.00	\$ 4,200.00	\$ 6.28	\$ 1,758.40	\$ 25.00	\$ 7,000.00	\$ 10.00	\$ 2,800.00	\$ 30.00	\$ 8,400.00
29	L-110-5.8	1Wx4' Sch 80 PVC Conduit in Exist. Pmnt., Including Sewer, Trench & Concrete Backfill	22	LF	\$30.00	\$ 660.00	\$ 510.64	\$ 11,234.08	\$ 65.00	\$ 1,430.00	\$ 50.00	\$ 1,100.00	\$ 75.00	\$ 1,650.00
30	L-110-5.9	Directional Bore 1Wx4' Sch 80 Conduit	40	LF	\$60.00	\$ 2,400.00	\$ 77.03	\$ 3,081.20	\$ 45.00	\$ 1,800.00	\$ 38.00	\$ 1,520.00	\$ 40.00	\$ 1,600.00
31	L-111-5.1	Ground Rod Testing	34	EA	\$125.00	\$ 4,250.00	\$ 146.76	\$ 4,989.84	\$ 32.00	\$ 1,088.00	\$ 85.00	\$ 2,890.00	\$ 30.00	\$ 1,020.00
32	L-115-5.1	Non-Aircraft Rated Pull Box, Complete	9	EA	\$5,500.00	\$ 49,500.00	\$ 4,344.67	\$ 39,102.03	\$ 2,750.00	\$ 24,750.00	\$ 3,180.00	\$ 28,620.00	\$ 3,500.00	\$ 31,500.00
33	L-119-5.1	Airport LED Obstruction Light, Complete	2	LS	\$1,000.00	\$ 2,000.00	\$ 951.00	\$ 1,902.00	\$ 605.00	\$ 1,210.00	\$ 325.00	\$ 650.00	\$ 500.00	\$ 1,000.00
34	16001	Utility Cost Allowance	1	AL	\$25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
					\$ 759,243.16		\$ 755,265.33		\$ 795,000.00		\$ 695,990.00		\$ 656,935.00	


6.6pg.1

**City Council  
Agenda Memo**



**City Council  
Meeting Date: September 23, 2010**

**TO: Larry D. Gilley, City Manager**

**FROM: Ronnie C. Kidd, Managing Director for Administration and Civil Service Director** 

**SUBJECT: Oral Resolution Ratifying Amendment 2 to the Meet and Confer Agreement between the City of Abilene and the Abilene Professional Fire Fighters Association**

**GENERAL INFORMATION**

The Meet and Confer Agreement currently in effect between the City of Abilene (the City) and the Abilene Professional Fire Fighters Association (APFFA) is for the period October 1, 2008 through September 30, 2010. Council ratified the current agreement on September 11, 2008. This Amendment 2 to the agreement provides for extending the term of the agreement for one (1) year to **September 30, 2011**, taking into consideration the City's current economic and budgetary challenges.

**SPECIAL CONSIDERATIONS**

The APFFA representatives and the City's management team representatives met and reached tentative agreement on the amendment language to extend the agreement on August 20, 2010. There are no monetary or other conditions associated with the mutually agreed upon extension of the term of the agreement. APFFA leadership has indicated that they expected to obtain APFFA ratification of the amendment prior to the City Council meeting scheduled for September 23, 2010. Assuming this occurs, this amendment item will be presented for ratification by the City Council on September 23, 2010.

**FUNDING/FISCAL IMPACT**


None.

**STAFF RECOMMENDATION**

Staff recommends that the City Council ratify Amendment 2 to the Meet and Confer Agreement between the City of Abilene and the Abilene Professional Fire Fighters Association, thereby extending the term of the agreement for one (1) year to September 30, 2011.

**ATTACHMENTS**

Amendment 2 to the Meet and Confer Agreement between the City of Abilene and the Abilene Professional Fire Fighters Association.

Prepared by:  Name <u>Ronnie C. Kidd</u> Title <u>Managing Director for Administration</u>	Item No. <u>4.7</u>	Disposition by City Council <input type="checkbox"/> Approved    Ord/Res# _____ <input type="checkbox"/> Denied        _____ <input type="checkbox"/> Other  _____ City Secretary
---	---------------------	---

**AMENDMENT 2 TO THE MEET AND CONFER AGREEMENT BETWEEN THE CITY OF ABILENE AND THE ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION**

WHEREAS, the City of Abilene and the Abilene Professional Fire Fighters Association negotiated a Meet and Confer Agreement to be effective for the fiscal years 2008-2009 and 2009-2010; and,

WHEREAS, said Agreement was negotiated and entered by both parties in good faith and by utilizing financial projections that both parties believed to be prudent and reasonable; and,

WHEREAS, unforeseeable financial circumstances beyond the control of either party have made the negotiation of a new Agreement unfeasible for the fiscal year 2010-2011 without potentially having a negative impact on the delivery of other City services in the immediate future; and,

WHEREAS, the parties are committed to ensuring the continuation of the same level of City services in all departments as currently provided to the citizenry; and,

WHEREAS, the parties remain committed to the meet and confer process and to the terms and conditions of the existing Agreement; and,

WHEREAS, Article 16, Savings Clause and Preemption Provision, provides in part that "this Agreement may be amended by written mutual agreement."

**NOW THEREFORE, THE CITY OF ABILENE AND THE ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION AGREE TO THE FOLLOWING AMENDMENTS TO THE AGREEMENT:**

**Part 1:**

**Article 15: is amended as set forth below:**

**ARTICLE 15**

**TERM OF AGREEMENT**

This Agreement shall have an effective date of October 1, 2008, and shall remain in full force and effect through September 30, 2011, and extended thereafter until superceded by a new Agreement or until April 1, 2012, whichever occurs first.

**Part 2:** All other provisions of the Agreement and subsequent Amendments remain unchanged and in effect for the period of time specified by Article 15, Term of Agreement.

**Part 3:** This Amendment shall become effective upon ratification by the parties.

L.M pg. 2

**MEET AND CONFER AGREEMENT BETWEEN THE CITY OF ABILENE AND  
THE ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION,  
AMENDMENT 2, FISCAL YEAR 2010-2011**

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010

**FOR THE CITY OF ABILENE, TEXAS:**

\_\_\_\_\_  
LARRY D. GILLEY  
CITY MANAGER

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
DANETTE DUNLAP  
CITY SECRETARY

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
KEN DOZIER, FIRE CHIEF

  
\_\_\_\_\_  
DAN SANTEE, CITY ATTORNEY

**FOR THE ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION,  
IAFF, LOCAL #1044:**

(Ratified by APFFA Membership on \_\_\_\_\_ 2010)

\_\_\_\_\_  
KEVIN JOHNSON  
PRESIDENT

Date: \_\_\_\_\_

\_\_\_\_\_  
JESS MADISON  
SECRETARY

Date: \_\_\_\_\_

6.7 pg. 3



City Council  
Agenda Memo



TO: Larry D. Gilley, City Manager

City Council  
Meeting Date: 9/23/10

FROM: Mike Hall

A handwritten signature in black ink, appearing to read 'M. Hall', written over the printed name 'Mike Hall'.

SUBJECT: Oral Resolution Approving Seventh Addendum to Maxwell Golf Lease Agreement.

**GENERAL INFORMATION**

The Abilene City Council at their September 24, 2009 meeting approved the extension of the Sixth Addendum to Maxwell Golf Lease Agreement. The addendum provided payment of \$6,000 per month to West Texas Golf and waived the gross rents to be paid. The Maxwell Golf Course Advisory Committee has reviewed the request from West Texas Golf and is recommending continuing the \$6,000 per month and waiving the gross rents for an additional year. The Maxwell Golf Advisory Committee reviewed West Texas Golf operation and determined that the \$6,000 fee per month is required to continue operation.

**SPECIAL CONSIDERATION**

**FUNDING/FISCAL IMPACT**

Monies for the \$6,000 fee per month are currently budgeted.

**STAFF RECOMMENDATION**

Staff concurs with the recommendation of the Maxwell Golf Advisory Committee.

**BOARD OR COMMISSION RECOMMENDATION**

Maxwell Golf Advisory Committee recommends approval unanimously.

**ATTACHMENTS**

Seventh Addendum

Prepared by:

Name: Mike Hall

Title: Director of Community Services

Item No. 4.8

Disposition by City Council

- Approved Ord/Res#
- Denied

Other \_\_\_\_\_

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

SEVENTH ADDENDUM  
TO CITY OF ABILENE MAXWELL MUNICIPAL GOLF COURSE  
LEASE AGREEMENT

WHEREAS West Texas Golf Systems has requested the City of Abilene Maxwell Municipal Golf Course Lease Agreement be modified to allow continued payment to WTGS in the amount of \$6,000 per month for operating expenses; and

WHEREAS on September 24, 2009, the City Council by oral resolution approved the Sixth Addendum to this Lease, which waives the gross rent required to be paid to the City, to expire on September 30, 2010; and

WHEREAS when the Sixth Addendum expires WTGS will be required to pay the City of Abilene gross rent in the amount of 2% of the gross receipts and will no longer receive payment in the amount of \$6,000 per month for operating expenses; and

WHEREAS it is unlikely that WTGS will be able to continue the operations of Maxwell Golf Course without the \$6,000 payment and waiver of gross rent; and

WHEREAS the City of Abilene has determined that for the one (1) year period beginning October 1, 2010 through September 30, 2011, the payment to WTGS of \$6,000 per month for the operation of Maxwell Municipal Golf Course and the continued waiving of gross rent is in the best interest of the City.

NOW THEREFORE the parties do agree and covenant as follows:

- A. WTGS will be paid \$6,000 per month for operating expenses for Maxwell Municipal Golf Course, and the City will waive the gross rent in the amount of 2% of the gross receipts, beginning October 1, 2009 through September 30, 2011.
- B. Section 130 of the City Charter authorizes the City to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty and interest.
- C. The Lease shall be extended to remain in effect until September 30, 2011. All other provisions are not modified or eliminated.
- D. The City reserves the right to terminate either this Addendum or the Lease without penalty in the event it is determined that the Lease is no longer in the best interest of the City of Abilene. The City will give WTGS thirty (30) days written notice of such termination.

This Seventh Addendum does not modify or eliminate any other provisions of the Lease or prior Addendums.

L. Spg. 2

Effective by agreement of the parties this \_\_\_\_\_ day of September, 2010.

**IN WITNESS HEREOF**, the parties hereto have executed this Seventh Addendum:

CITY OF ABILENE

LESSEE

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Dave Hand  
Title: General Manager

ATTEST:

By: \_\_\_\_\_  
City Secretary

APPROVED:

By: \_\_\_\_\_  
City Attorney

Federal Tax I.D. # 32-0115000  
Corporate Secretary's Attestation  
(if applicable):

\_\_\_\_\_

REVIEWED:

By: \_\_\_\_\_  
Risk Manager

Corporate Seal if applicable:

City Council  
Agenda Memo



City Council  
Meeting Date: September 23, 2010

**TO:** Larry D. Gilley, City Manager

**FROM:** H. Wayne Lisenbee, Asst. Director of Water Utilities

**SUBJECT:** Oral Resolution Authorizing the City Manager to Negotiate and Execute a Reclaimed Water and Raw Water Use Agreement with Connecting Caring Communities.

**GENERAL INFORMATION**

The Water Department has been approached with a request for Reclaimed Water by Connecting Caring Communities (CCC) for use at their Friendship House Community Center (the Center) at 2601 Hickory. They are proposing to utilize Reclaimed Water for irrigation of the landscaping and park/recreational areas around the Center. In order to meet this request, the City Manager and/or his designee must negotiate a contract with CCC for the use of reclaimed water.

They are proposing to install an irrigation system on the grounds and use a Base Contract Amount of 2.5 Million Gallons per year.

**FUNDING/FISCAL IMPACT**

There should be no costs to the City in association with this project. If the Base Contract Amount is used at the current rate for Reclaimed Water, revenues to the City should increase by \$1,300 per year.

**STAFF RECOMMENDATION**

It is recommended that the City Council authorize the City Manager, or his designee, to negotiate and execute a Reclaimed Water and Raw Water Use Agreement with Connecting Caring Communities for a Base Contract Amount of 2,500,000 gallons per year.

**ATTACHMENTS**

Prepared by:

Name H. Wayne Lisenbee

Title Asst. Director of Water Utilities

Item No. 6.9

Disposition by City Council

Approved Ord/Res#

Denied

Other \_\_\_\_\_

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

City Council  
Agenda Memo



City Council  
Meeting Date: Sep 23, 2010

**TO: Larry D. Gilley, City Manager**

**FROM: Rodney Taylor, Assistant Director of Water Utilities**

**SUBJECT: Resolution authorizing Addendum I to the Water Supply Contract with Potosi Water Supply Corporation for increasing the Maximum Daily Flow Rate for Delivery Point No. 2.**

**GENERAL INFORMATION**

The City of Abilene is a regional water supplier to satellite cities and communities through 13 Water Supply Contracts in which Abilene agrees to sell potable water to four satellite cities and eight Water Supply Corporations. Abilene also treats water for one other City.

The Water Supply Contract, made March 1, 2004, between the City of Abilene and the Potosi Water Supply Corporation (PWSC) provides that Abilene will sell potable water to the PWSC. The Contract identifies three metered Delivery Points for PWSC to connect to the Abilene Water System.

On May 20, 2010 the PWSC received a Notice of Violation from the Texas Commission on Environmental Quality (TCEQ) for failure to have sufficient production capacity. The TCEQ advised PWSC that it must increase the maximum daily flow rate currently contained in its water supply contract with the City of Abilene. In response the PWSC contracted with a Professional Engineer to evaluate its distribution system. The Engineer recommended increasing the maximum daily flow rate for Delivery Point No. 2 from 700 gallons per minute (gpm) up to 1,400 gpm. The Engineer, along with City staff, evaluated the impact that the proposed flow rate would have on the City's distribution system, and determined that the proposed increase in the maximum daily flow rate would not have a significant impact on current system operation, nor does it require acceleration or expansion of planned system improvements as identified in the 2010 Water Master Plan.

The attached resolution authorizes the Mayor to execute Addendum I to the Water Supply Contract with PWSC, thereby increasing the maximum daily flow rate for delivery point No. 2 as described above.

**FUNDING/FISCAL IMPACT**

N/A

**RECOMMENDATION**

Staff recommends approval.

**ATTACHMENTS**

Resolution  
Addendum I

Prepared by:

Name Rodney Taylor

Title Asst. Water Director

Item No. 6.10

Disposition by City Council

- Approved      Ord/Res#
- Denied                      \_\_\_\_\_
- Other

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,  
AUTHORIZING AN AMENDMENT TO THE EXISTING WATER SUPPLY  
CONTRACT BETWEEN THE CITY OF ABILENE AND THE POTOSI WATER  
SUPPLY CORPORATION BY INCREASING THE MAXIMUM DAILY FLOW RATE**

**WHEREAS**, The City of Abilene (City) is currently a regional supplier of potable water to area cities and rural water supply corporations including the Potosi Water Supply Corporation (PWSC); and

**WHEREAS**, The PWSC owns a potable water distribution system serving rural customers existing outside the Abilene City limit, and the current Water Supply Contract describes three metered Delivery Point connections to the Abilene Water system; and

**WHEREAS**, The PWSC received a Notice of Violation from the Texas Commission on Environmental Quality (TCEQ) for failure to provide sufficient production capacity, and the TCEQ advised the PWSC that it must increase its maximum daily flow rate currently contained in its water supply contract with the City of Abilene; and

**WHEREAS**, PWSC did contract with a Professional Engineer to evaluate its water system, and the Engineer recommended increasing the maximum daily flow rate for Delivery Point No. 2 from 700 gallons per minute (gpm) up to 1,400 gpm; and

**WHEREAS**, the Engineer and City staff did evaluate the impact that the proposed increase in maximum daily flow rate at Delivery Point No. 2 would have on the City's distribution system and determined that the proposed increase in the maximum daily flow rate would not have a significant impact on current system operation, nor does it require acceleration or expansion of planned system improvements as identified in the 2010 Water Master Plan; and

**WHEREAS**, it is required that the Abilene City Council and the Corporation's Board of Directors must each approve any modification to the Water Supply Contract.

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

- Part 1:** That the Honorable Mayor of the City of Abilene is hereby authorized to execute Addendum I to the existing Water Supply Contract between the City of Abilene and the Potosi Water Supply Corporation thus approving the increase in the maximum daily flow rate of Delivery Point No. 2 to 1400 gpm.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

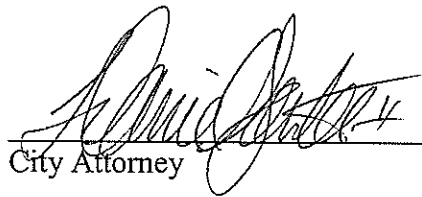
APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

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

## ADDENDUM I

### TO WATER SUPPLY CONTRACT WITH THE POTOSI WATER SUPPLY CORPORATION

**WHEREAS**, the City of Abilene, Texas (“CITY”) and the Potosi Water Supply Corporation (“PURCHASER”) have entered into a Water Supply Contract made on March 1, 2004 whereby CITY has agreed to sell and provide water to PURCHASER for rural residential and rural agricultural uses; and

**WHEREAS**, Potosi Water Supply Corporation owns and operates a potable water supply system serving rural customers residing outside the Abilene City limit, and the Purchaser receives water through three metered Delivery Points to the Abilene Public Water Supply; and

**WHEREAS**, Potosi Water Supply Corporation received a Notice of Violation from the Texas Commission on Environmental Quality (TCEQ) for failure to provide sufficient production capacity, and the TCEQ advised the Potosi Water Supply Corporation that it must increase its maximum daily flow rate currently contained in its water supply contract with the City of Abilene; and

**WHEREAS**, Potosi Water Supply Corporation contracted with a Professional Engineer to evaluate its distribution system, and the Engineer recommended increasing the maximum daily flow rate for Delivery Point No. 2 from 700 gallons per minute (gpm) up to 1,400 gpm; and

**WHEREAS**, the Engineer and City staff did evaluate the impact that the proposed increase in maximum daily flow rate at Delivery Point No. 2 would have on the City’s distribution system and determined that the proposed increase in the maximum daily flow rate would not have a significant impact on current system operation, nor does it require acceleration or expansion of planned system improvements as identified in the 2010 Water Master Plan; and

**WHEREAS**, The Abilene City Council and the Corporation’s Board of Directors must each approve any modification to the Water Supply Contract.

**NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED** as follows:

1. Section II.B. of the Water Supply Contract is amended to strike the words “Delivery Point No. 2 – 700 g.p.m.” and insert the words “Delivery Point No. 2 – 1,400 g.p.m.”
2. All other terms, provisions, and obligations in the Water Supply Contract effective January 1, 2004 remain in force and effect.

6.10 pg. 4



WITNESS OUR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2010.

CITY OF ABILENE, TEXAS

POTOSI WATER SUPPLY CORPORATION

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

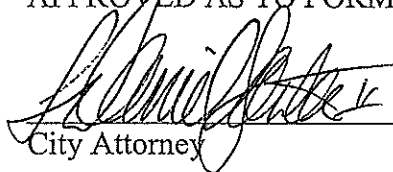
By: \_\_\_\_\_  
Board President

ATTEST:

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

\_\_\_\_\_  
Board Secretary

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Corporation's Attorney

City Council  
Agenda Memo



City Council  
Meeting Date: 09/23/2010

**TO:** Larry D. Gilley, City Manager

**FROM:** Jon James, AICP  
Director of Planning and Development Services

**SUBJECT:** First reading on an Ordinance for Case No. Z-2010-14, a request from McMurry University to rezone property from RS-6 (Single Family Residential) and GC (General Commercial) to CU (College University) zoning, located at 2525 S. 14th St., 1433, 1441, 1449, and 1457 Portland St.; and setting a public hearing for October 14, 2010.

**GENERAL INFORMATION**

Currently the properties zoned RS-6 are undeveloped and the GC property has been developed with a restaurant. The adjacent properties to the west have a mix of general commercial uses as well as single family homes. The properties to the south are developed with single family homes, the properties to the east are used by McMurry University, and the properties to the north across S. 14th Street are developed as commercial uses.

The Future Land Use section of the Comprehensive Plan designates this general area as low density residential, as well as College/University. The subject property is also along an Enhancement Corridor. The applicant is requesting the zone change to allow for expansion of McMurry University. The request is compatible with the surrounding uses, the Future Land Use Map, and the Comprehensive Plan.

**STAFF RECOMMENDATION**

Staff recommends approval as requested.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommends approval as requested by a vote of four (4) in favor (Bixby, Glenn, Todd, and Campos) to none (0) opposed, and one (1) abstention (Famble).

**ATTACHMENTS**

Ordinance  
Staff Report with Maps

Prepared by:

Name: Matt Jones

Title: Planner II

September 9, 2010

Item No. 6.11

Disposition by City Council

- Approved      Ord/Res# \_\_\_\_\_  
 Denied  
 Other

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

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

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART B, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, Subpart E, known as the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PASSED ON FIRST READING this 23<sup>rd</sup> day of September 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 18<sup>th</sup> day of August, 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 14<sup>th</sup> day of October, 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.

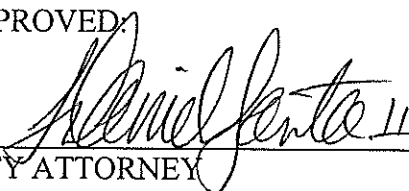
PASSED ON SECOND AND FINAL READING THIS 14<sup>th</sup> day of October, A.D. 2010.

ATTEST:

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

\_\_\_\_\_  
MAYOR

APPROVED

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

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

EXHIBIT "A"

Rezone property from RS-6 (Single Family Residential) and GC (General Commercial) to CU (College University) zoning.

Legal Description:

CAMPUS ADDN, BLOCK 1, LOT 9-16

Location:

2525 S. 14th St., 1433, 1441, 1449, and  
1457 Portland St.

-END-

6.11 pg. 3

# ZONING CASE Z-2010-14

## STAFF REPORT



### APPLICANT INFORMATION:

McMurry University

### HEARING DATES:

Planning & Zoning Commission: September 7, 2010

City Council 1<sup>st</sup> Reading: September 23, 2010

City Council 2<sup>nd</sup> Reading: October 14, 2010

### LOCATION:

2525 S. 14th St., 1433, 1441, 1449, and  
1457 Portland St.

### REQUESTED ACTION:

Rezone property from GC and RS-6 to CU.



### SITE CHARACTERISTICS:

The subject parcels total approximately 1.0 acre and are currently zoned RS-6 (Single Family Residential) and GC (General Commercial). The RS-6 properties are currently undeveloped and the GC property has been developed with a restaurant. The adjacent properties have RS-6 zoning to the south and west, CU (College University) zoning to the east, and GC zoning to the north and west.

### ZONING HISTORY:

The area was annexed in 1946 and was zoned to RS-6 and GC sometime after it was annexed.

### ANALYSIS:

#### • Current Planning Analysis

Currently the properties zoned RS-6 are undeveloped and the GC property has been developed with a restaurant. The adjacent properties to the west have a mix of general commercial uses as well as single family homes. The properties to the south are developed with single family homes, the properties to the east are used by McMurry University, and the properties to the north across S. 14<sup>th</sup> Street are developed as commercial uses.

#### • Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this general area as low density residential, as well as College/University. The subject property is also along an Enhancement Corridor. The applicant is requesting the zone change to allow for expansion of McMurry University. The request is compatible with the surrounding uses, the Future Land Use Map, and the Comprehensive Plan.

**PLANNING STAFF RECOMMENDATION:**

Staff recommends approval as requested.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission recommends approval as requested by a vote of four (4) in favor (Bixby, Glenn, Todd, and Campos) to none (0) opposed, and one (1) abstention (Famble).

**NOTIFICATION:**

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

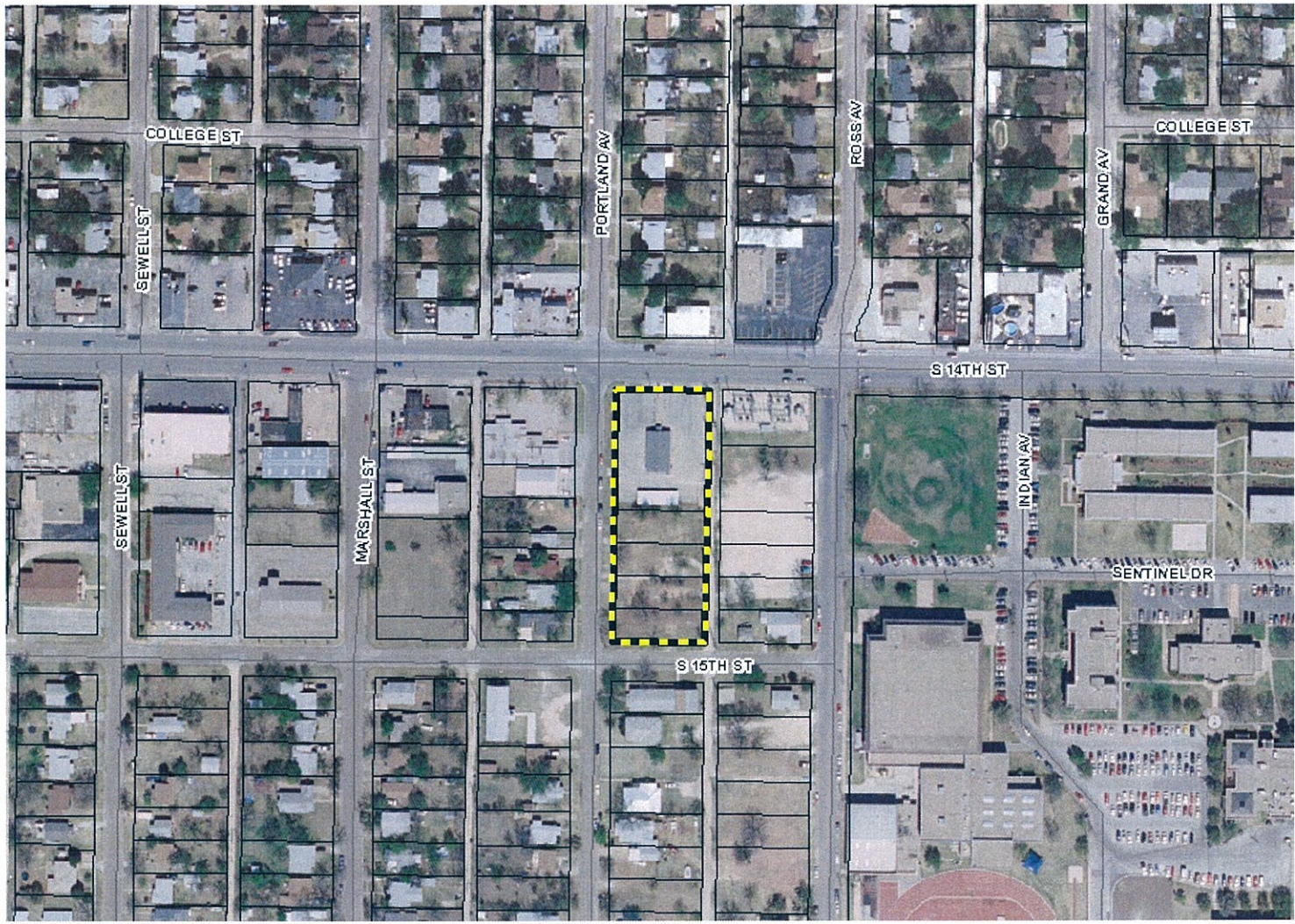
OWNER	ADDRESS	RESPONSE
MC MURRY UNIVERSITY	1436 ROSS AV	
MC MURRY UNIVERSITY	1426 ROSS AV	
MC MURRY UNIVERSITY	1446 ROSS AV	
HARDIN DONALD DEAN JR	1365 PORTLAND AV	
HILL PEARL FRANCES	1366 PORTLAND AV	
WEST TEXAS UTILITIES CO	1402 ROSS AV	
HARDIN DONALD D	1373 PORTLAND AV	
ROOT HARRY	2602 S 14TH ST	
CHURCH OF THE FULNESS OF GOD	2510 S 14TH ST	
MC MURRY UNIVERSITY	2525 S 14TH ST	
WORRELL MATT & BETH	1418 PORTLAND AV	
WORRELL MATTHEW S & BETH E	1426 PORTLAND AV	
MC MURRY UNIVERSITY	1518 ROSS AV	
MC MURRY UNIVERSITY	1502 ROSS AV	
IGLESIA BAUTISTA EL BUEN PASTOR	1501 PORTLAND AV	
HAMES FAMILY TRUST	1525 PORTLAND AV	
HENSON CYNTHIA LOU ANN	1458 PORTLAND AV	
MC MURRY UNIVERSITY	1510 ROSS AV	
MC MURRY UNIVERSITY	1433 PORTLAND AV	
MC MURRY UNIVERSITY	1449 PORTLAND AV	
HUFF BRENDA DIANE	1450 PORTLAND AV	
MC MURRY UNIVERSITY	1448 ROSS AV	
MC MURRY UNIVERSITY	1457 PORTLAND AV	
WORRELL MATT & BETH	1410 PORTLAND AV	
MC MURRY UNIVERSITY	1441 PORTLAND AV	
PORTLAND AVENUE FREE METHODIST CHURCH	1518 PORTLAND AV	
SMITH ALTON	1434 PORTLAND AV	
HAMES FAMILY TRUST	1509 PORTLAND AV	
HARDIN DONALD D	2526 S 14TH ST	
DURRINGTON COLLEEN	1442 PORTLAND AV	
MC MURRY UNIVERSITY	1458 ROSS AV	
FREE METHODIST CHURCH	1510 PORTLAND AV	

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











City Council  
Agenda Memo



City Council  
Meeting Date: 09/23/2010

**TO:** Larry D. Gilley, City Manager

**FROM:** Jon James, AICP  
Director of Planning and Development Services

**SUBJECT:** First reading on an Ordinance for Case No. Z-2010-15, a request from Myra Johnson to rezone property from LI (Light Industrial) to PD (Planned Development) zoning, located at 401 Plum St.; and setting a public hearing for October 14, 2010.

**GENERAL INFORMATION**

Currently the property is zoned LI and is undeveloped. The parcel previously had a building that was recently destroyed by a fire. The adjacent properties to the north, south, east, and west are developed with industrial/warehouse uses.

The Future Land Use section of the Comprehensive Plan designates this general area as the central business district. Additionally, the South Downtown Master Plan identifies this area as transitioning away from Light Industrial type uses to a more of mixed use type uses such as retail and residential. The applicant is requesting the zone change to allow for 0' setbacks. The previous building had been constructed with 0' setbacks on the front, rear, and northern exterior side. With the site development standards in the attached PD ordinance, the requested zoning would be compatible with the surrounding industrial uses as well as the Comprehensive Plan and South Downtown Master Plan.

**STAFF RECOMMENDATION**

Staff recommends approval as requested.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommends approval by a vote of five (5) in favor (Bixby, Glenn, Todd, Famble, and Campos) to none (0) opposed. The Commission voted to only require 10% of the building facade be something other than standard concrete block or metal rather than 100% as required by the Central Business Building Standards.

**ATTACHMENTS**

Ordinance  
Staff Report with Maps

Prepared by:

Name: Matt Jones

Title: Planner II

September 9, 2010

Item No. 6.12

Disposition by City Council

Approved      Ord/Res#

Denied

Other

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

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART B, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-133 A PLANNED DEVELOPMENT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, Subpart B, known as the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 23rd day of September 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 August, 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 5:30 p.m., on the 14th day of October, 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 14th day of October, A.D. 2010.

ATTEST:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

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

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in possession of the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development, which are hereby incorporated by reference and included as part of this ordinance. All use and development within the Planned Development must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

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

PART 4: Zoning. That Chapter 23, Subpart B, Abilene Municipal Code, known as the Land Development Code of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From LI (Light Industrial) District to PD (Planned Development).

That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

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

EXHIBIT "A"

PAGE 2

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

Being Lots 7-12, Block 38, OT Abilene

Location: 401 Plum

L.12 pg. 4

PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for commercial development and related activities of a tract to previous setback conditions, which generally do not comply under present zoning and development procedures.

PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the Central Business (CB) zoning district, except as modified below.

**A. PERMITTED USES:**

1. All uses permitted in the CB (Central Business) Zoning District listed in the Zoning Ordinance, to include the following as a permitted use:

- Wholesaling and Storage (Indoor)

**B. SITE DEVELOPMENT**

**1. Building Materials:**

- a. Building materials along the street frontages shall be higher quality materials on at least ten percent (10%) of the façade, as required in the Central Business District.
- ~~b. Large blank walls shall be avoided through the use of building articulation or the variation of building materials, colors, and/or textures to create visual interest along large facades.~~

**2. Loading Docks:**

Loading docks shall provide sufficient maneuvering area such that loading and unloading of trucks will not interfere with traffic on the adjacent public streets.

**3. Signs:**

Signs shall comply with the City of Abilene Sign Regulations except as modified below:

- a. Signs should be designed in a manner that matches the overall architectural and aesthetic features of the primary and surrounding development consistent with the intended image for the South Downtown Master Plan.
- b. Wall Signs
  - (i) Wall signage may not exceed 10% of the area of any wall on which the sign(s) is (are) located and must be attached to a permitted primary structure.
  - (ii) Projecting signs attached to the building and extending perpendicular from the building are allowed and count toward the allowable wall signage.
- d. Banners shall only be located flat against the face of a building and shall have a maximum area of 60 square feet per building face. Banners will only be allowed for special occasions, ex. Grand Openings, and shall not be allowed for a period of time exceeding thirty (30) days.
- e. Prohibited Signs
  - (1) Portable Signs
  - (2) Off-site Advertising

**4. Screening**

- a. Facilities for power, air conditioning, mechanical equipment, and solid waste handling shall be screened by an opaque wall or fence. Roof-mounted facilities shall be screened using materials that are consistent with the structure to which they are attached.

**5. Sidewalks**

- a. Sidewalks shall be required along all street frontages.
- b. All sidewalks must comply with the standards set forth in the City of Abilene Sidewalk Master Plan and the Texas Accessibility Standards.
- c. In no case shall any development on this site have sidewalks adjacent to a street less than 8 feet in width.

**6. Landscape**

All landscaping shall comply with the City of Abilene Land Development Code except as modified below:

- a. All street frontages shall include streetscaping consistent with the recommendations of the Downtown Streetscape Master Plan and the South Downtown Master Plan as determined by the Planning Director.
- b. Intersection bulb-outs, enhanced lighting fixtures, street furniture and similar streetscape features shall also be provided to conform to the Downtown Streetscape Master Plan and the South Downtown Master Plan as determined by the Planning Director.

-END-



# ZONING CASE Z-2010-15

## STAFF REPORT



### APPLICANT INFORMATION:

Myra Johnson  
Agent: Paul Johnson

### HEARING DATES:

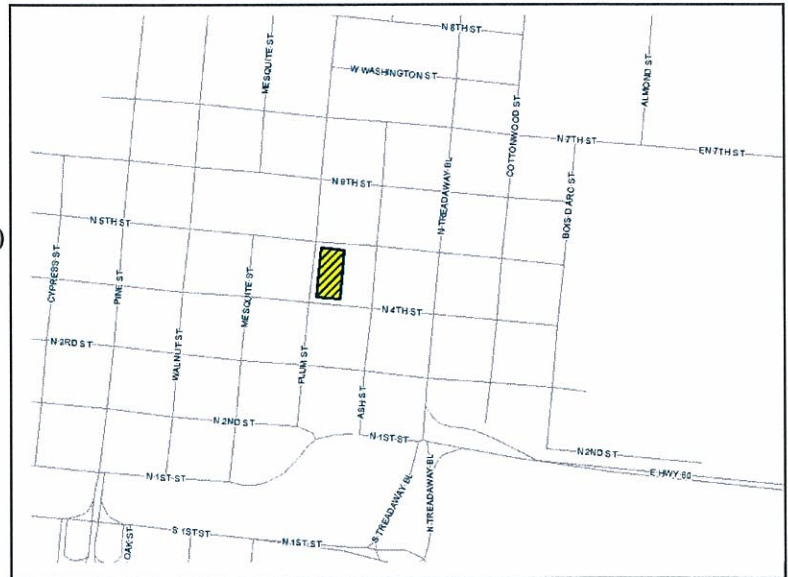
Planning & Zoning Commission: September 7, 2010  
City Council 1<sup>st</sup> Reading: September 23, 2010  
City Council 2<sup>nd</sup> Reading: October 14, 2010

### LOCATION:

401 Plum Street

### REQUESTED ACTION:

Rezone property from LI to PD.



### SITE CHARACTERISTICS:

The subject parcel totals approximately 0.96 acres and is currently zoned LI (Light Industrial). The parcel previously had a building that was recently destroyed by a fire. It is now considered vacant. The adjacent properties have LI zoning to the north, south, east, and west.

### ZONING HISTORY:

The area is part of the original town and was zoned LI in 1977.

### ANALYSIS:

- Current Planning Analysis

Currently the property is zoned LI and is undeveloped. The parcel previously had a building that was recently destroyed by a fire. The adjacent properties to the north, south, east, and west are developed with industrial/warehouse uses.

- Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this general area as the central business district. Additionally, the South Downtown Master Plan identifies this area as transitioning away from Light Industrial type uses to a more of mixed use type uses such as retail and residential. The applicant is requesting the zone change to allow for 0' setbacks. The previous building had been constructed with 0' setbacks on the front, rear, and northern exterior side. With the site development standards in the attached PD ordinance, the requested zoning would be compatible with the surrounding industrial uses as well as the Comprehensive Plan and South Downtown Master Plan.

### PLANNING STAFF RECOMMENDATION:

Staff recommends approval of the proposed PD.

6.12 pg. 7

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission recommends approval by a vote of five (5) in favor (Bixby, Glenn, Todd, Famble, and Campos) to none (0) opposed. The Commission voted to require 10% of the building facade be masonry rather than standard concrete block or metal instead of 100% as required by the Central Business Building Standards.

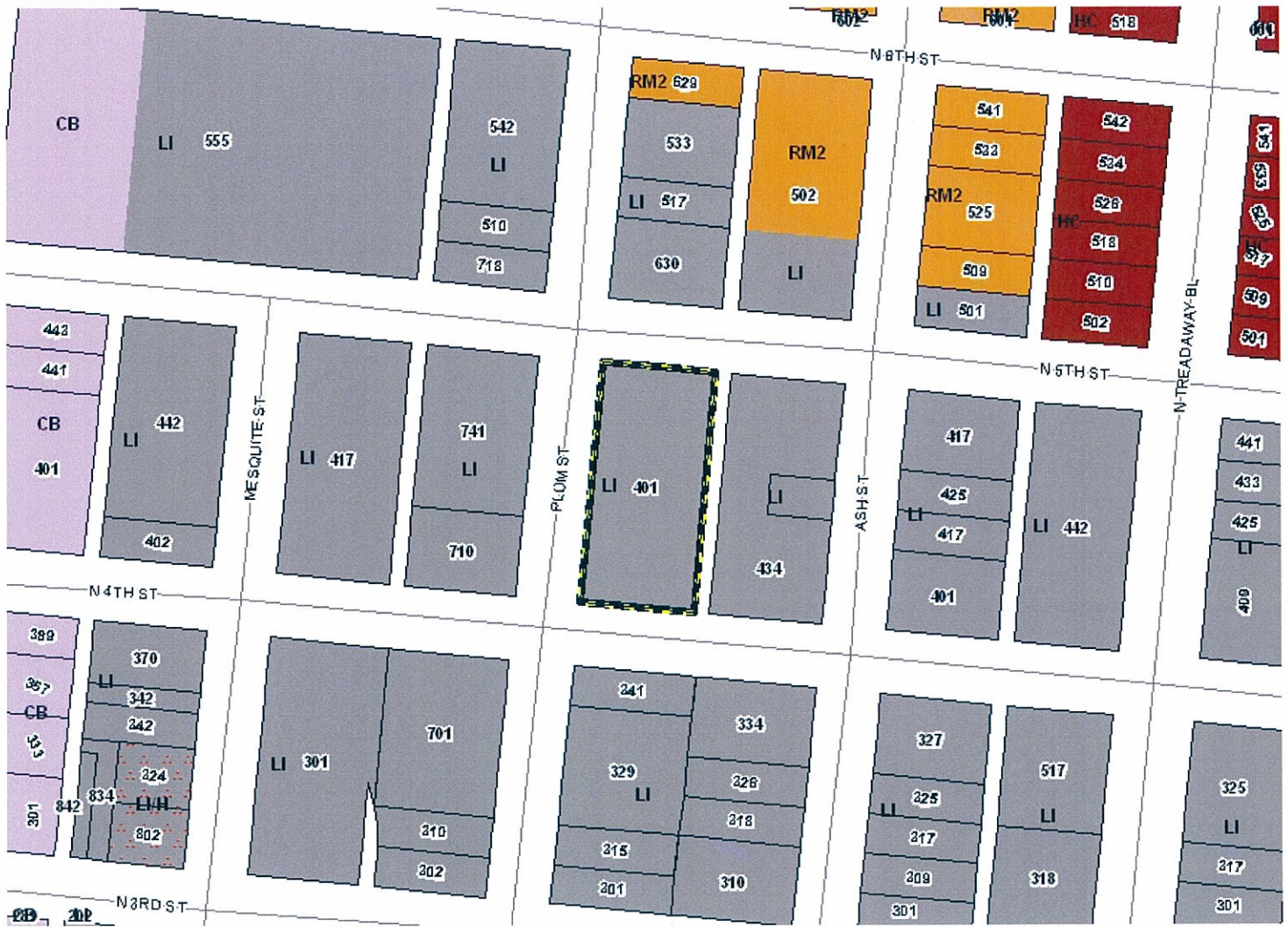
**NOTIFICATION:**

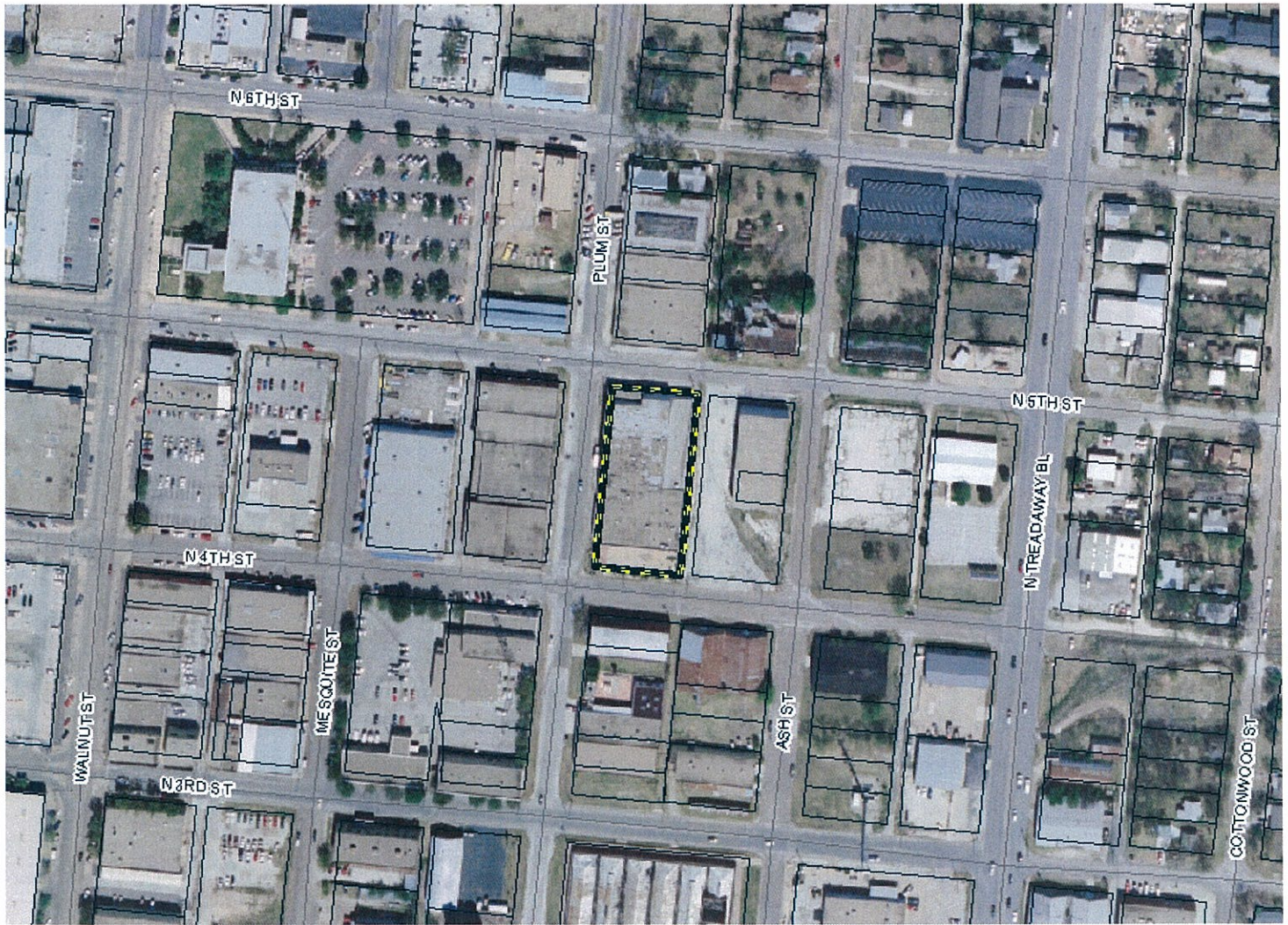
Property owners within a 200-foot radius were notified of the request.

OWNER	ADDRESS	RESPONSE
LUTHER MELINDA KATHARINE	542 PLUM ST	
LUTHER MELINDA KATHARINE	510 PLUM ST	
WEST TEXAS WHOLESALE		
PORTLOCK WALTER	517 PLUM ST	
CRYSTAL CITY RAILROAD INC	434 ASH ST	
LUTHER MELINDA KATHARINE	718 N 5TH ST	
HENDRICK MEDICAL CENTER	630 N 5TH ST	
YUMS INC	334 ASH ST	
YUMS INC	329 PLUM ST	
SUN SUPPLY CORP	741 N 5TH ST	
FREEWAY PARTNERS	710 N 4TH ST	
YUMS INC	341 PLUM ST	
YUMS INC	326 ASH ST	
HENDERSON H G JR	502 ASH ST	
WEST TEXAS UTILITIES CO	701 N 4TH ST	
JOHNSON MYRA	401 PLUM ST	

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









City Council  
Agenda Memo



City Council  
Meeting Date: 09/23/2010

**TO:** Larry D. Gilley, City Manager

**FROM:** Jon James, AICP  
Director of Planning and Development Services

**SUBJECT:** **Appealed Item: First reading on an Ordinance for Case No. CUP-2010-01, a request from Bullet Development, LLC, for a Conditional Use Permit request for petroleum or gas well, located at the southeast corner of Neas Rd. and Caldwell Rd., being approximately 90 Acres; and setting a public hearing for October 14, 2010.**

**GENERAL INFORMATION**

Currently the property is zoned AO and MH. The majority of the AO property is undeveloped, with a few single family residential dwellings spread throughout. There are also several mobile home dwelling units within the subject property that would not allow for the drilling of petroleum or gas.

The Future Land Use section of the Comprehensive Plan designates this general area as low density residential. The applicant plans to drill for petroleum or natural gas. The drilling of petroleum or natural gas in this area is generally ok, as long as the applicant takes the necessary steps to obtain a drilling permit from the City of Abilene, to make sure that all requirements are met, including separation standards from residential areas.

**STAFF RECOMMENDATION**

Staff recommends approval as requested. A drilling permit must still be approved by City Council.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission made a motion for approval as requested with a vote of two (2) in favor (Bixby and Todd) to three (3) opposed (Campos, Famble and Glenn). The motion failed resulting in a recommendation for denial.

**ATTACHMENTS**

Ordinance  
Staff Report with Maps

Prepared by:

Name: Matt Jones

Title: Planner II

September 9, 2010

Item No. 6.13

Disposition by City Council

- Approved      Ord/Res# \_\_\_\_\_
- Denied
- Other

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

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

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, PROVIDING FOR THE APPROVAL OF A CONDITIONAL USE PERMIT AS PROVIDED FOR IN CHAPTER 23, SUBPART B, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH CONDITIONAL USE PERMIT; CALLING A PUBLIC HEARING; AND PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That the following Conditional Use Permit, as described on Exhibit "A," attached hereto and made a part of this ordinance for all purposes, be approved subject to conditions as stated in Exhibit "A."

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 23<sup>rd</sup> day of September 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 18<sup>th</sup> day of August, 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 14<sup>th</sup> day of October, 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 14<sup>th</sup> day of October, A.D. 2010.

ATTEST:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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



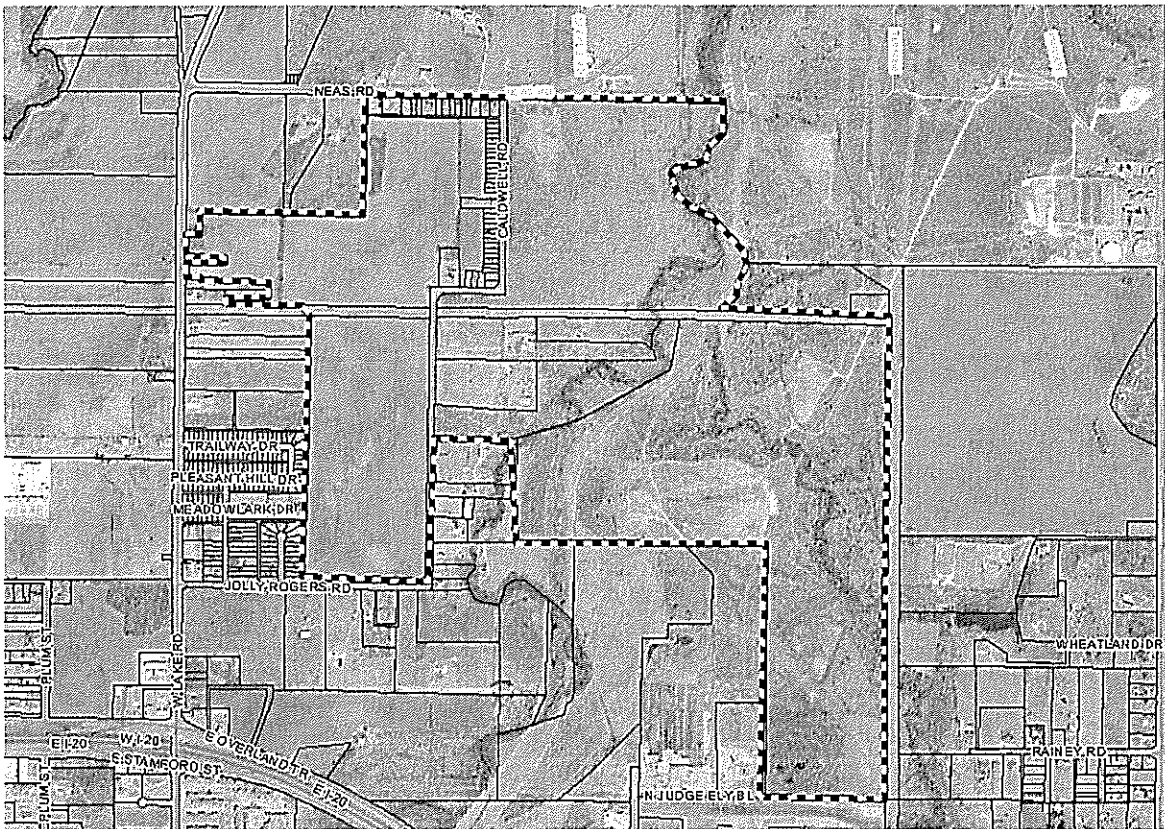
ORDINANCE NO. \_\_\_\_\_

EXHIBIT "A"

Approve a Conditional Use Permit for 'Petroleum or Gas Well', located at the southeast corner of Neas Rd. and Caldwell Rd., being approximately 90 Acres.

Location:

East of W. Lake Rd., south of Neas Rd. shown in the map below within the dashed area:



With the following conditions:

1. None.

-END-

6.13 pg. 3

# ZONING CASE CUP-2010-01

## STAFF REPORT



### APPLICANT INFORMATION:

Bullet Development, LLC

### HEARING DATES:

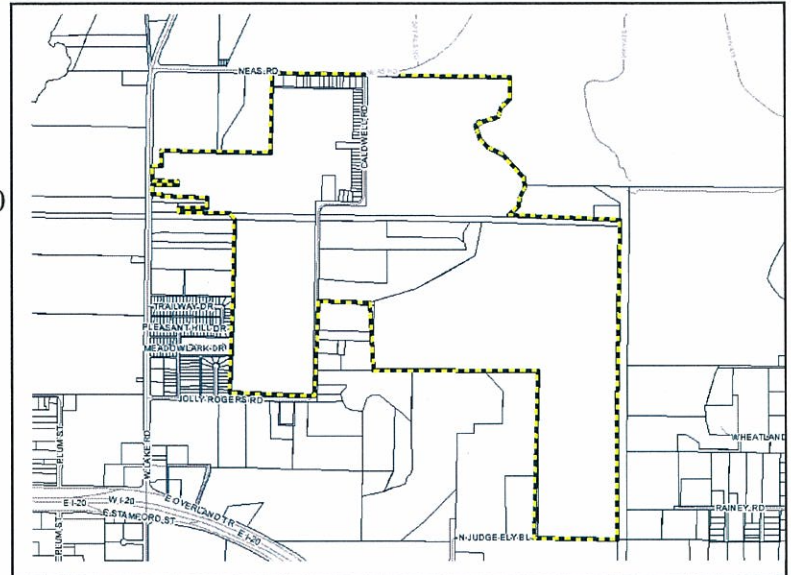
Planning & Zoning Commission: September 7, 2010  
City Council 1<sup>st</sup> Reading: September 23, 2010  
City Council 2<sup>nd</sup> Reading: October 14, 2010

### LOCATION:

East of W. Lake Rd., south of Neas Rd

### REQUESTED ACTION:

Conditional Use Permit to allow for a Petroleum or Gas Well



### SITE CHARACTERISTICS:

The applicant owns the mineral rights to approximately 480 acres. The majority of the area is zoned AO (Agricultural Open Space) and is undeveloped. There is some MH (Mobile Home) zoning in the area that has been developed with mobile homes.

### ZONING HISTORY:

The area was annexed in 1980 and was zoned AO when it was annexed. The MH zoning along Caldwell St. was approved in 1981.

### ANALYSIS:

- Current Planning Analysis

Currently the property is zoned AO and MH. The majority of the AO property is undeveloped, with a few single family residential dwellings spread throughout. There are also several mobile home dwelling units within the subject property that would not allow for the drilling of petroleum or gas.

- Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this general area as low density residential. The applicant plans to drill for petroleum or natural gas. The drilling of petroleum or natural gas in this area is generally ok, as long as the applicant takes the necessary steps to obtain a drilling permit from the City of Abilene, to make sure that all requirements are met, including separation standards from residential areas.

## PLANNING STAFF RECOMMENDATION:

Staff recommends approval as requested. A drilling permit must still be approved by City Council.

## PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission made a motion for approval as requested with a vote of two (2) in favor (Bixby and Todd) to three (3) opposed (Campos, Famble and Glenn). The motion failed resulting in a recommendation for denial.

Under a discussion item later in the meeting the P&Z Commission recommended that staff bring back an ordinance amendment at the next meeting that would eliminate the requirement for a Conditional Use Permit for oil & gas drilling, leaving the decision up to City Council through the oil/gas permit process.

## NOTIFICATION:

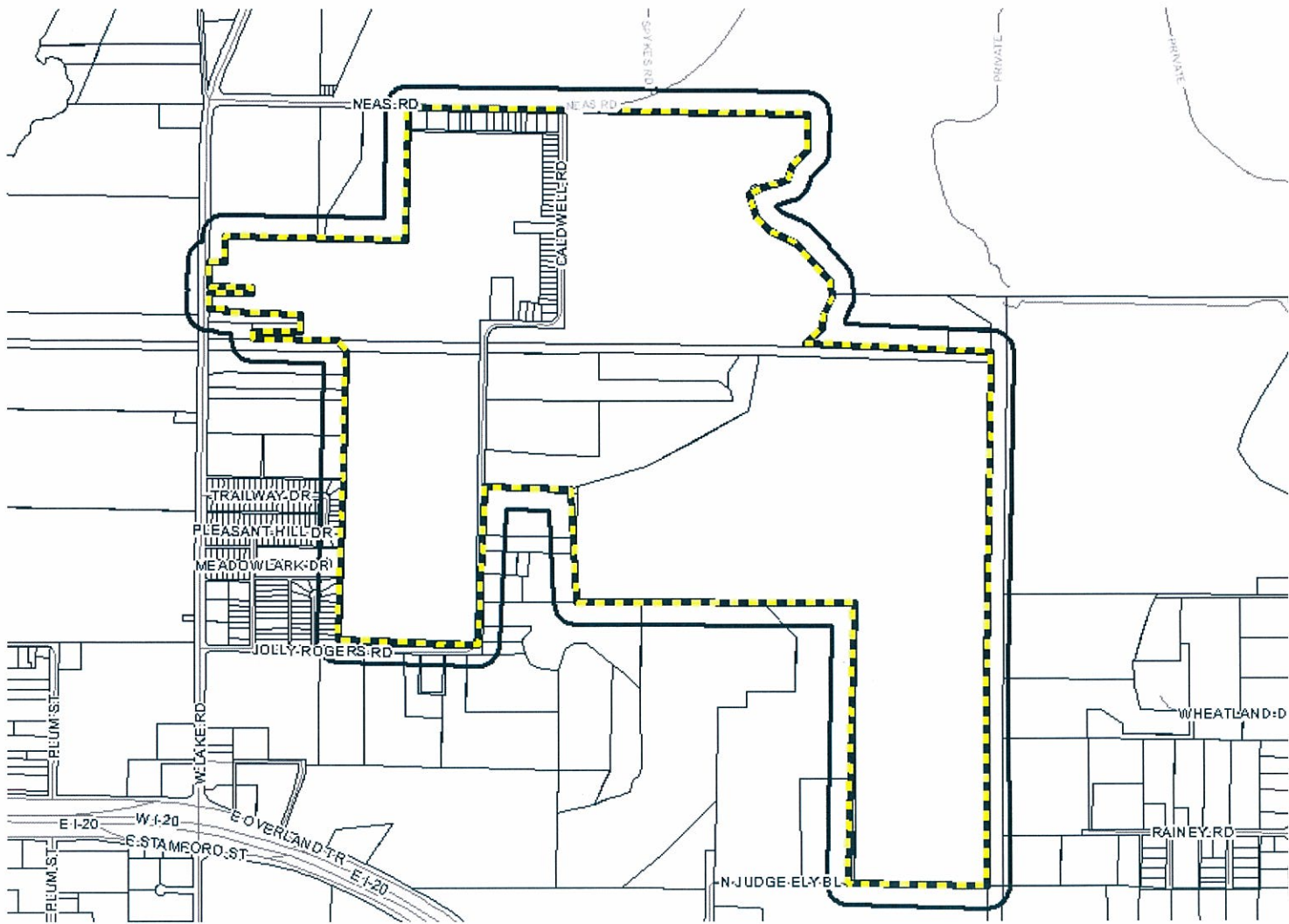
Property owners within a 200-foot radius were notified of the request.

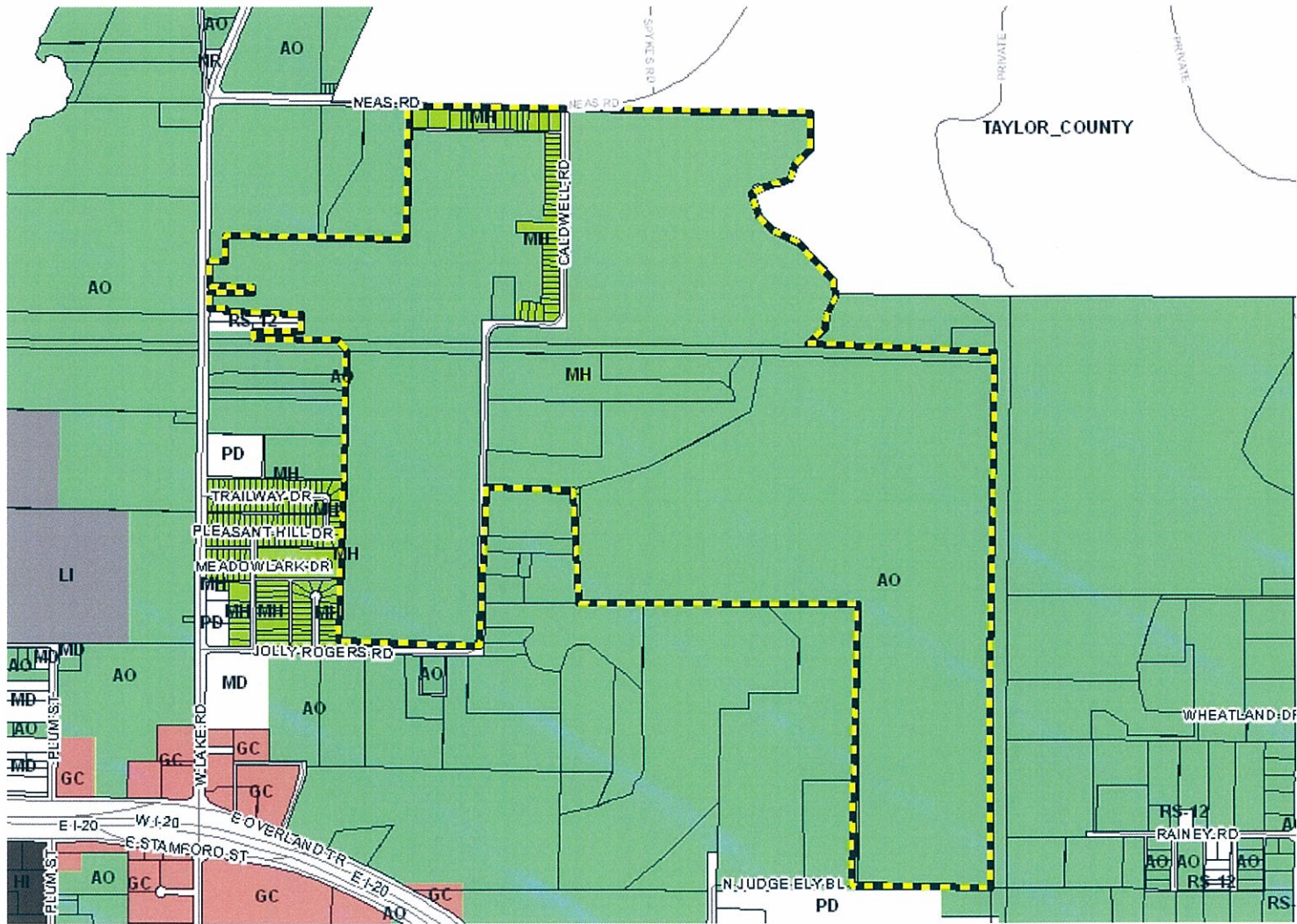
OWNER	ADDRESS	RESPONSE
HANTMAN JOSEPH	3757 FORTUNE AV	
O'CONNER EARL	3749 FORTUNE AV	
HANTMAN JOSEPH	341 MOBIL DR	
SITES VIOLA ISBELL	349 MOBIL DR	
HANTMAN JOSEPH	365 MOBIL DR	
BELCHER CARROLL S	509 NEAS RD	
TEAGUE LINDA JOYCE	3717 FORTUNE AV	
HANTMAN JOSEPH	441 NEAS RD	
BUNSELMAYER AURELIA B	417 NEAS RD	
HANTMAN JOSEPH		
HANTMAN JOSEPH	326 TRAILWAY DR	
SOTO SANTIAGO G & EMMA P	517 NEAS RD	
SMITH RONALD G	357 MOBIL DR	
ROWTON RICHARD VAN JR & KEMBERLY CEE	3765 FORTUNE AV	
HANTMAN JOSEPH	389 MOBIL DR	
MERRYMAN JANICE ET AL	3741 CALDWELL RD	
KORI STAR Z	409 NEAS RD	
ROBBINS GARY MR & MRS	513 NEAS RD	
HANTMAN JOSEPH	373 MOBIL DR	
RAMSEY LEASING INC		
WEST TEXAS UTILITIES CO		
WHEELER BILL & EMMA	3781 FORTUNE AV	
RIDDELL JANISE E	249 NEAS RD	
HANTMAN JOSEPH	334 TRAILWAY DR	
EVANS ROY G	3709 FORTUNE AV	
MARTIN HUBERT & BETTY	549 NEAS RD	
BARRETT J D	4209 W LAKE RD	
STONEHENGE INVESTMENTS LLC	3709 CALDWELL RD	
SMITH KEVIN CHARLES &	527 NEAS RD	
HANTMAN JOSEPH	117 MEADOWLARK DR	
ADKINS KENNETH & PAM	3790 FORTUNE AV	
BLANTON RANDY	4075 W LAKE RD	
BYERS MICHAEL	3741 FORTUNE AV	
HANTMAN JOSEPH	381 MOBIL DR	

RADER BRITTANY MICHELLE	317 TRAILWAY DR	
WEST EMMETT KENT	4109 W LAKE RD	
MERRYMAN JANICE ET AL		
FARMER MARTY	357 NEAS RD	
KORI ZANE STAR	401 NEAS RD	
KMBD INC		
CORPIAN GARY LEE & MARILU LEE	333 MOBIL DR	
HANTMAN JOSEPH	3701 FORTUNE AV	
HANTMAN JOSEPH	3773 FORTUNE AV	
JOHNSON BARBARA ANN	349 NEAS RD	
TEAGUE CLARICE CHRISTINE & CURTIS JOHN	3725 FORTUNE AV 4075 W LAKE RD	
RODRIGUEZ ZEKE	4217 W LAKE RD	
CORPIAN GARY LEE & MARILU LEE	325 MOBIL DR	
HANTMAN JOSEPH	318 PLEASANT HILL DR	
WHITWORTH NORMAN & JEAN	3701 CALDWELL RD	
EDMONDSON THOMAS COLE & SMITH PATRICIA MARTIN	309 PLEASANT HILL DR	
BARDIN BRAD S & EMILY G	457 JOLLY ROGERS RD	
EDWARDS GARY ESTATE		
PRESSWOOD C W ESTATE		
HANTMAN JOSEPH	317 PLEASANT HILL DR	
MARTIN HUBERT & BETTY	541 NEAS RD	
HINES DANIEL E & DEBORAH	1455 RAINEY RD	
WEST EMMETT A & NOVIE	4173 W LAKE RD	
DEATHERAGE KAREN D	529 NEAS RD	
HANTMAN JOSEPH M TR	4198 CALDWELL RD	
HANTMAN JOSEPH M TR	4202 CALDWELL RD	
HANTMAN JOSEPH M TR	4226 CALDWELL RD	
WEST TEXAS UTILITIES CO		
HANTMAN JOSEPH M TR	4274 CALDWELL RD	
HANTMAN JOSEPH M TR	4290 CALDWELL RD	
HANTMAN JOSEPH M TR	4442 CALDWELL RD	
HANTMAN JOSEPH M TR		
LADYMAN WALTER ANDREW	3825 CALDWELL RD	
GARCIA CARLOS	4334 CALDWELL RD	
PALACIO PETE & MARIA	4358 CALDWELL RD	
HANTMAN JOSEPH	4410 CALDWELL RD	
LALOGUE BOB A	4426 CALDWELL RD	
HILL LARRY LOYD		
TAYLOR TRUCKING CO	3201 N JUDGE ELY BL	
NATIONAL INDUSTRIAL	1000 E I-20	
WHITWORTH NORMAN & JEAN		
ARMSTRONG DANNY & JANICE	3909 CALDWELL RD	
MASSEY DEWEY E & SHARON G	4174 CALDWELL RD	
HANTMAN JOSEPH M TR	4258 CALDWELL RD	
PALACIO PETE & MARIA	4350 CALDWELL RD	
WEST TEXAS UTILITIES CO		
HANTMAN JOSEPH M TR	4190 CALDWELL RD	
BLACKBURN JANE E	4242 CALDWELL RD	
HANTMAN JOSEPH M TR	4302 CALDWELL RD	

HANTMAN JOSEPH M TR	4418 CALDWELL RD	
HANTMAN JOSEPH M TR	4210 CALDWELL RD	
HANTMAN JOSEPH M TR	4218 CALDWELL RD	
WEBBER JUANITA	4366 CALDWELL RD	
HANTMAN JOSEPH M TR	4390 CALDWELL RD	
HATCH LEE T & ELIZABETH	1466 HILLVIEW RD	
ARMSTRONG DANNY & JANICE		
ABILENE AUCTION INC	3265 N JUDGE ELY BL	
HANTMAN JOSEPH M TR	4266 CALDWELL RD	
HANTMAN JOSEPH M TR	4282 CALDWELL RD	
LALOGUE BOB A	4434 CALDWELL RD	
HANTMAN JOSEPH M TR	4450 CALDWELL RD	
HAMMOND CHARLA	317 NEAS RD	
SMITH KAREN KAY CLARK	525 NEAS RD	
HANTMAN JOSEPH	318 TRAILWAY DR	
BYERS MICHAEL	3733 FORTUNE AV	
BARDIN BRAD S & EMILY G	441 JOLLY ROGERS RD	
BARDIN BRAD S & EMILY G		
CITY OF ABILENE		
CLEVINGER GARY ALAN	4001 CALDWELL RD	
WILSON ROBERT DARIN & JO ANN	3949 CALDWELL RD	
NABORS LEE THOMAS	3981 CALDWELL RD	
ARMSTRONG DANNY & JANICE		
SLAUGHTER JOHN RAY TRUSTEE	3700 E LAKE RD	
HANTMAN JOSEPH M TR	4162 CALDWELL RD	
HANTMAN JOSEPH M TR	4182 CALDWELL RD	
HANTMAN JOSEPH M TR	4234 CALDWELL RD	
BLACKBURN JANE E	4250 CALDWELL RD	
WEST TEXAS UTILITIES CO		
WEST TEXAS UTILITIES CO		
GRIFFITH RUTH ELIZABETH		
HOOD DON W & BETTY ANN	4073 CALDWELL RD	
PRESSWOOD LLOYD MARTIN		
WELCH ROGER		
JOHNSON BRADLEY SCOTT	4148 CALDWELL RD	
HANTMAN JOSEPH M TR	4382 CALDWELL RD	
HANTMAN JOSEPH M TR	4402 CALDWELL RD	
HANTMAN JOSEPH M TR	4398 CALDWELL RD	
HENRY DEAN D	4374 CALDWELL RD	
HANTMAN JOSEPH		
CALLAN JACK K	1460 RAINEY RD	
HANTMAN JOSEPH M TR	4458 CALDWELL RD	
HANTMAN JOSEPH		
MERRYMAN JANICE ET AL		
CITY OF ABILENE		

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









City Council  
Agenda Memo



City Council  
Meeting Date: 09/23/2010

**TO:** Larry D. Gilley, City Manager

**FROM:** Jon James, AICP  
Director of Planning and Development Services

**SUBJECT:** First reading on an Ordinance for Case No. TC-2010-02, a request from the City of Abilene to abandon all alley rights-of-way in Block B and C of the Hale Resubdivision of the Anderson Addition, Abilene, Texas and the street right-of-way between said blocks, being located between Vine St. and Jeanette St. and between S. 20th St and S. 21st St. as they currently exist; and setting a public hearing for October 14, 2010.

**GENERAL INFORMATION**

Improvements to these right-of-ways have never been completed. The right-of-way (ROW) was dedicated for public use but they have never been used as such. The site has been developed with an elementary school.

The applicant intends to close the subject right-of-ways to clean up an existing non conformity in the property records for the subject properties. The elementary school is planning on expanding, and during the research found that there are existing right-of-ways that have never been abandoned that have been built over. The request would clean up an already existing issue as well as provide better property records for the subject properties. The ROW's are not planned to be improved and the request does not have any negative impacts on the surrounding property owners or the circulation of traffic in the area.

**STAFF RECOMMENDATION**

Staff recommends approval as requested with the conditions of the Plat Review Committee.

**PLAT REVIEW COMMITTEE RECOMMENDATION**

Approval of the requested closures with the following condition, the abandonments are not final until a plat is filed showing the deletion of the right-of-ways, and there shall be no lots remaining without street frontage. The plat should be filed within 18 months.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommends approval as requested by a vote of five (5) in favor (Bixby, Glenn, Todd, Famble, and Campos) to none (0) opposed.

**ATTACHMENTS**

Ordinance  
Staff Report with Maps

Prepared by:

Name: Matt Jones

Title: Planner II

September 9, 2010

Item No. 6.14

Disposition by City Council

- Approved      Ord/Res# \_\_\_\_\_  
 Denied  
 Other

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

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

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

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

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

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

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

PASSED ON FIRST READING this 23<sup>rd</sup> day of September 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 18<sup>th</sup> day of August 2010, the same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on second and final reading.

PASSED ON FINAL READING THIS 14<sup>th</sup> day of October, A.D. 2010.

ATTEST:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

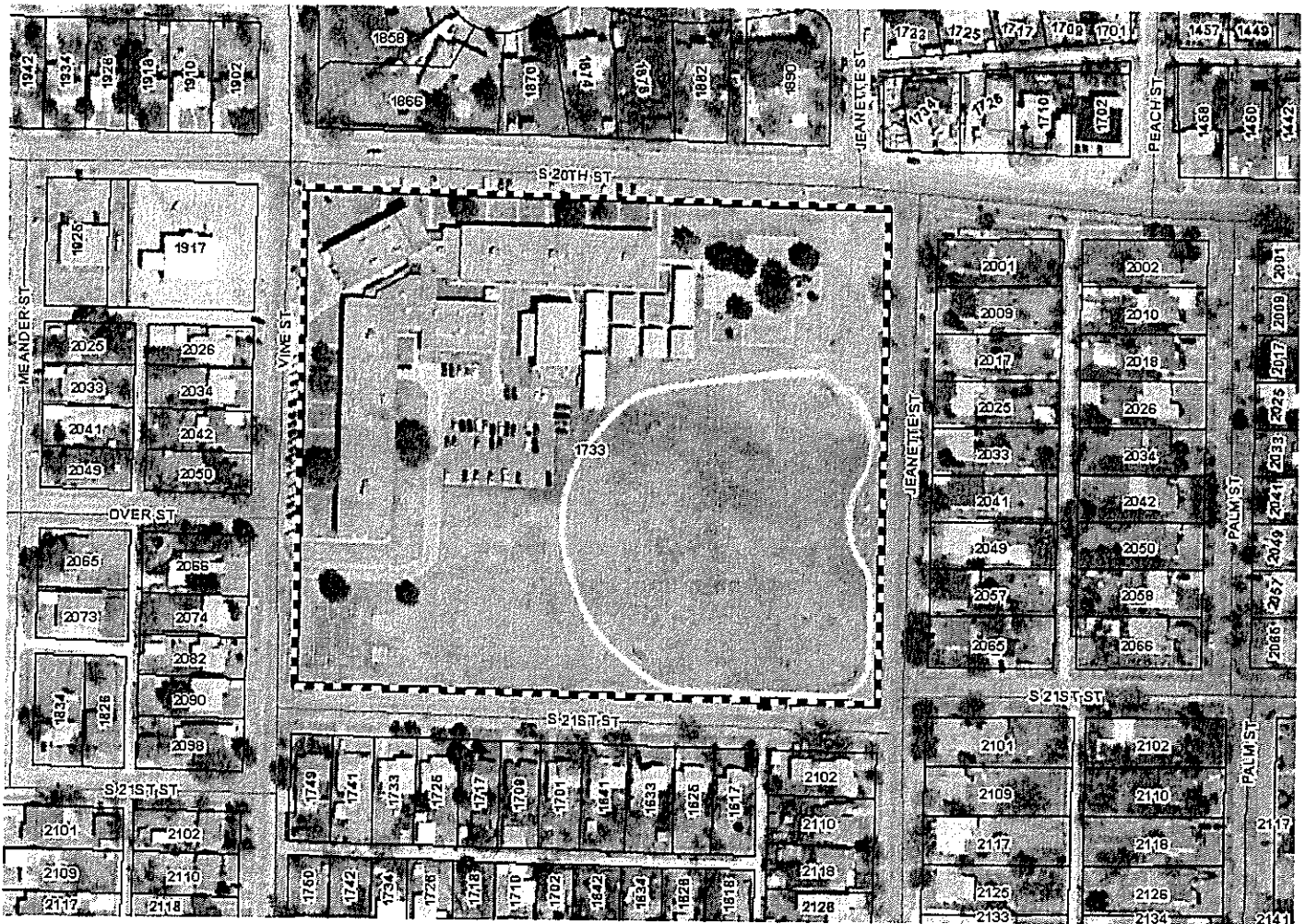
ORDINANCE NO. \_\_\_\_\_

EXHIBIT "A"

The City of Abilene hereby abandons the following thoroughfares:

All alley rights-of-way in Block B and C of the Hale Resubdivision of the Anderson Addition, Abilene, Texas and the street right-of-way between said blocks, being located between Vine St. and Jeanette St. and between S. 20th St and S. 21st St. as they currently exist

All Public Right of Way as indicated and shown in the map below within the dashed area:



With the following conditions:

1. All of the adjacent properties be replatted within 18 months.
2. Properties shall be replatted so that every property will have street frontage.

-END-

4.14 B. 3

# THOROUGHFARE CLOSURE CASE TC-2010-01

## STAFF REPORT



### APPLICANT INFORMATION:

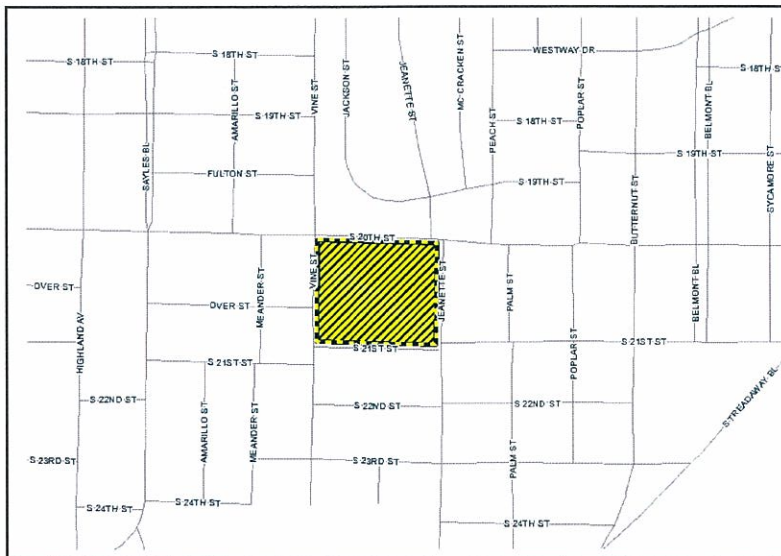
City of Abilene and Abilene Independent School District

### HEARING DATES:

Planning & Zoning Commission: September 7, 2010  
City Council 1<sup>st</sup> Reading: September 23, 2010  
City Council 2<sup>nd</sup> Reading: October 14, 2010

### REQUESTED ACTION:

Abandon all alley rights-of-way in Block B and C of the Hale Resubdivision of the Anderson Addition, Abilene, Texas and the street right-of-way between said blocks, being located between Vine St. and Jeanette St. and between S. 20th St and S. 21st St. as they currently exist.



### SITE CHARACTERISTICS:

Improvements to these right-of-ways have never been completed. The right-of-way (ROW) was dedicated for public use but they have never been used as such. The site has been developed with an elementary school.

### REQUEST ANALYSIS:

The applicant intends to close the subject right-of-ways to clean up an existing non conformity in the property records for the subject properties. The elementary school is planning on expanding, and during the research found that there are existing right-of-ways that have never been abandoned that have been built over. The request would clean up an already existing issue as well as provide better property records for the subject properties. The ROW's are not planned to be improved and the request does not have any negative impacts on the surrounding property owners or the circulation of traffic in the area.

### RECOMMENDATIONS:

*Plat Review Committee:* Approval of the requested closures with the following condition, the abandonments are not final until a plat is filed showing the deletion of the right-of-ways, and there shall be no lots remaining without street frontage. The plat should be filed within 18 months.

*Staff Recommendation:* Approval of the requested abandonment, with the conditions suggested by the Plat Review Committee.

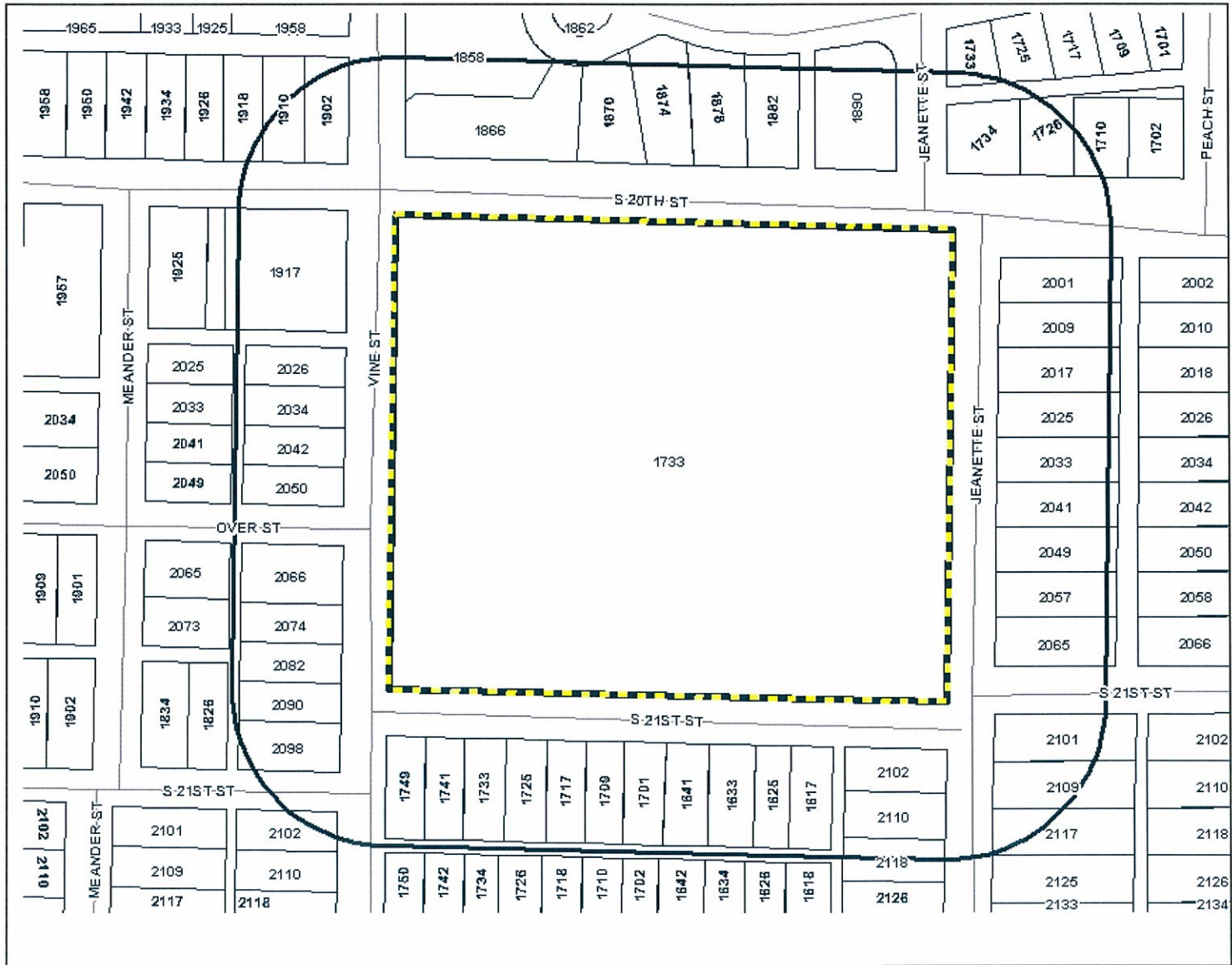
# PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission recommends approval as requested by a vote of five (5) in favor (Bixby, Glenn, Todd, Famble, and Campos) to none (0) opposed.

## NOTIFICATION:

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

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



OWNER	ADDRESS	RESPONSE
MILLER PATTI A	2041 JEANETTE ST	
WHITE A E MRS	2117 JEANETTE ST	
SWISHER ARRA J JR & JEAN	2090 VINE ST	
MARTIN JENNIFER & MOYA BRANDI	2009 JEANETTE ST	
Confidential Owner	1866 JACKSON ST	
UNRUE CHARLES D	1878 JACKSON ST	
O GUINN TIMOTHY W & LYDIA B	2049 JEANETTE ST	
PHILLIPS DAVID L	2098 VINE ST	
GUNTER TOMMY F & MARY K	1733 S 21ST ST	
GREENWOOD LARRY & CHERYL	2102 JEANETTE ST	
STARRITT JAMES ALLEN	1882 JACKSON ST	
TROWBRIDGE DARLENE	2101 JEANETTE ST	
UNDERWOOD BRYAN & PATRICIA	1617 S 21ST ST	
LAYLAND CHRISTOPHER & AMANDA	1918 S 20TH ST	
YATES HARDY M	1902 S 20TH ST	
JOHNSON JOHN A III & RHONDA	1625 S 21ST ST	
OWENS JOSH & PEARL	1910 S 20TH ST	
MORENO LYDIA	2017 JEANETTE ST	
LAWLER THOMAS E & ANNA M	2034 VINE ST	
VILLARREAL THOMAS T	2042 VINE ST	
HASENAK ROBERT	1749 S 21ST ST	
FLOREZ AURORA	2001 JEANETTE ST	
JACKSON A J	2102 VINE ST	
BOZEMAN GLENNA SUE	1701 S 21ST ST	
HILL PHILLIP L	2057 JEANETTE ST	
PRICE SHANE L &	2026 VINE ST	
MEES H AARON &	1874 JACKSON ST	
LAMBERT KAREN	1717 S 21ST ST	
TAYLOR WILLIAM H	2074 VINE ST	
FREEMAN B W	2110 JEANETTE ST	
GEMBERLING JAMES M	1741 S 21ST ST	
FEARS LISA	1725 S 21ST ST	
DE ANDA ADELAIDE J	2033 JEANETTE ST	
GOMEZ RAMON & TRANQUILINA	2025 JEANETTE ST	
SNEED CLARENCE E	1633 S 21ST ST	
CLEM JAMES LARRY JR & APRIL	2082 VINE ST	
CLEM JAMES L JR & APRIL H	2109 JEANETTE ST	
RAMIREZ ISAAC G	1709 S 21ST ST	
MC GALLIAN JEREMY D & JESSICA D	1870 JACKSON ST	
MARTIN JOBIE D & KARLA L	2065 JEANETTE ST	
THOMPSON MIKE & JUDITH	1917 S 20TH ST	
BRADSHAW DAVID RAY SR &	1725 S 19TH ST	
NAPIER DARRELL L & RUBY A	1734 S 20TH ST	
MAXWELL MONTY	1733 S 19TH ST	
TCR REALTY	1726 S 20TH ST	
GERARDO SERVANDO	1710 S 20TH ST	
SALAS MANUEL	1890 JACKSON ST	
GUNN BONNIE & MORRIS ERIC	2050 VINE ST	
KNUDSON BARBARA	2066 VINE ST	

HULSEY MARGARET SHAHAN &	1858 JACKSON ST	
FERGUSON BLAKE WHYTE	2118 JEANETTE ST	
HILL KIMBERLY J	1641 S 21ST ST	
CITY OF ABILENE	1733 S 20TH ST	



# Original Plat

SCALE 1 IN. = 120 FT. NOTE: Scale changed from 1"=60' to 1"=120' by County Clerk.

