

CONSENT AGENDA

City Council
Agenda Memo



City Council
Meeting Date: 05/12/11

TO: Larry D. Gilley, City Manager
FROM: Ken Dozier, Fire Chief
SUBJECT: First Reading of Ordinance Adopting the 2009 International Fire Code, with Local Amendments and calling Public Hearing for 5/24/11.

GENERAL INFORMATION

It is recommended that the *2009 International Fire Code* with local amendments be adopted in order to keep our fire prevention and construction regulations current with industry standards. The *2009 International Fire Code* has been thoroughly reviewed by a panel of ten community members that are involved with and knowledgeable of fire safety systems and construction.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Board of Building Standards recommended approval of the *2009 International Fire Code* at their meeting held on May 4, 2011.

ATTACHMENTS

Ordinance
Exhibit "A" – Division 1
Attachment "A"

Prepared by:

Name Phil Hay

Title Fire Marshal

Item No. 6.1

Disposition by City Council

- Approved Ord/Res# _____
 Denied _____
 Other _____

City Secretary

AN ORDINANCE AMENDING CHAPTER 10, ARTICLE III, "FIRE PREVENTION CODE", DIVISION 1, SEC. 10-46 OF THE ABILENE MUNICIPAL CODE BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE, AND DECLARING A PENALTY.

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

- PART 1. That Chapter 10, Article III, Division I, Sec. 10.46 of the Abilene Municipal Code be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

- PART 3. That any person, firm or corporation violating any of the provisions of this chapter, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable as provided in section 1-9 of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this ____ day of May A.D., 2011.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and consideration for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than 24 hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final hearing.

PASSED ON SECOND AND FINAL READING this ____ day of May A.D., 2011.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ABILENE FIRE CODE

Adopt the 2009 *International Fire Code* in its entirety, with the following amendments:

Chapter 1 ADMINISTRATION

SECTION 101 GENERAL

101.1 Title. *{Amend to read as follows.}* These regulations shall be known as the *Fire Code* of the City of Abilene, hereinafter referred to as "this code."

{Amend Section 103 heading as follows.} SECTION 103 DIVISION OF FIRE PREVENTION

103.1 General. *{Amend to read as follows.}* The division of fire prevention is established within the fire department under the direction of the fire code official. The function of the division shall be the implementation, administration and enforcement of the provisions of this code.

103.2 Appointment. *{Amend to read as follows and add sentence at the end.}* The fire code official shall be appointed by the fire chief. The fire code official shall also be known as fire marshal.

103.3 Deputies. *{Amend to read as follows.}* In accordance with the prescribed procedures of the fire department and with the concurrence of the fire chief, the fire code official shall have the authority to appoint an assistant fire marshal, other related technical officers, inspectors and other employees.

SECTION 105 PERMITS

105.1.1 Permits required. *{Delete the second sentence.}* Permits required by this code shall be obtained from the fire code official. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official.

{Amend Section 108 heading as follows}

SECTION 108

APPEALS

108.1 {Delete in its entirety and add the following.} Appeals. The Board of Building Standards as established in Chapter 8, Sec. 8-361, et. Seq. of the City Code of the City of Abilene, Texas is charged with hearing appeals arising from any decision of the fire code official concerning this code, determining the suitability of alternate materials and methods of construction and providing reasonable interpretation of this code.

Any reference to the board of appeals in this code shall be construed to mean and does mean the Board of Building Standards as established in Chapter 8, Sec. 8-361, et. Seq. of the City Code of the City of Abilene, Texas. In the event the board should be of the opinion that any provisions of this code need to be amended, it shall make such recommendation to the City Council for consideration.

SECTION 109

VIOLATIONS

109.3 Violation penalties. {Amend to read as follows.} Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Class C Misdemeanor, punishable by a fine of not more than five hundred dollars (\$500).

SECTION 111

STOP WORK ORDER

111.4 Failure to comply. {Amend to read as follows.} Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not more than five hundred dollars (\$500).

Chapter 3

GENERAL PRECAUTIONS AGAINST FIRE

SECTION 303

ASPHALT KETTLES

303.4 Attendant. {Add the following exception.}

Exception: Thermostatically controlled kettles.

SECTION 308 OPEN FLAMES

308.1.4 Open-flame cooking devices. *{Amend to read as follows.}* Charcoal burners and other open-flame cooking devices shall not be operated or located on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Chapter 5 FIRE SERVICE FEATURES

SECTION 503 FIRE APPARATUS ACCESS ROADS

503.2.1 Dimensions. *{Amend to read as follows}*. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6 and an unobstructed vertical clearance of not less than 14 feet.

503.2.2 Authority. *{Amend to read as follows}*. The fire code official shall have the authority to require an increase in the minimum access widths and vertical heights where they are inadequate for fire or rescue operations.

503.2.3 Surface. An engineered road constructed of asphalt, concrete, processed road base material or other approved driving surface capable of supporting the imposed loads of a fire apparatus. The road shall be properly graded to drain so as to prevent the road from failing to support the fire apparatus imposed load during a rainfall event.

503.3 *{Amend to read as follows.}* **Identification.** Where required by the fire code official, approved markings and/or signs shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Markings and signs shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

{Add Subsection 503.3.1}

503.3.1 Markings. Markings shall consist of a red stripe not less than six inches wide along both borders of a fire apparatus access road. The words "FIRE LANE NO PARKING" shall be marked on the stripes in white letters not less than four inches high at intervals of not more than 25 feet. The stripe and words shall consist of traffic paint. The markings shall be applied to the vertical face of curbs if adjacent to the fire apparatus access road. If curbs are not present, then the markings shall be applied to the pavement.

{Add Subsection 503.3.2}

503.3.2 Signs. Signs shall be not less than 12 inches wide and 18 inches high. Signs shall consist of a white background bordered by a red stripe not less than 3/8 inch wide with the words "FIRE LANE NO PARKING" in red letters not less than two inches high. The sign face shall be retro-reflective. Signs shall be permanently affixed to stationary posts or, where approved by the fire code official, buildings or walls. The bottom of signs shall be not less than seven feet above grade. Signs shall be placed at intervals of not more than 50 feet.

**SECTION 507
FIRE PROTECTION WATER SUPPLIES**

507.5.4 Obstruction. *{Amend to read as follows}*. Unobstructed access to fire hydrants, fire department inlet connections, or fire protection system control valves shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

**SECTION 508
FIRE COMMAND CENTER**

508.1.1 Location and access. *{Amend to read as follows.}* The location and accessibility of the fire command center shall be approved by the fire code official.

**Chapter 6
BUILDING SERVICES AND SYSTEMS**

**SECTION 603
FUEL-FIRED APPLIANCES**

603.4 Portable unvented heaters. *{Amend to read as follows}* *Portable unvented fuel-fired heating equipment shall be prohibited in occupancies in Groups A, E, I, R-1, R-2, R-3 and R-4.* Rooms or areas where listed and approved portable unvented fuel-fired heating equipment is operated shall be provided with a means of ventilation capable of supplying required combustion air and preventing the accumulation of toxic products of combustion. **Exceptions:** *{Delete exception 1}*

**Chapter 9
FIRE PROTECTION SYSTEMS**

**SECTION 903
AUTOMATIC SPRINKLER SYSTEMS**

903.2.8 Group R *{add following}*
Exception: 1 and 2 Family Dwellings.

903.3.1.1.1 Exempt locations. *{Amend to read as follows.}* Where approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance-rated construction or contains electrical equipment.

3. *{Amend to read as follows.}* Generator and transformer rooms under the direct control of a public utility and separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.

4. *{Delete number 4 in its entirety.}*

903.6 Existing buildings. *{Delete in its entirety.}*

**SECTION 907
FIRE ALARM AND DETECTION SYSTEMS**

907.3 Where required in existing buildings and structures. *{Delete in its entirety.}*

912.2; 912.2.1; 912.3; & 912.3.2 – *{replace fire chief with fire code official.}*

**Chapter 10
MEANS OF EGRESS**

1008.1.7 Thresholds: Exception: *{Amend the first sentence to read as follows.}* The threshold height shall be limited to 7-7/8 inches (197 mm) where the occupancy is Group R-2 or R-3

1008.1.9.3 Lock and latches.

3. *{Add the following sentence to end of this paragraph.}* This provision is not applicable when 2.2 of this section is applied, provided the manually operated flush bolts are operable or released without the use of a key or tool. A sign as stated in 2.2 shall be placed on both active and inactive doors.

1008.1.9.4 Bolt locks: *{Exceptions: *{Add Exception 6 as follows}*};*

6. In occupancy Group A having an occupant load of 300 or less, Groups B, F, M, and S and in churches, where egress doors are used in pairs and the active door leaf(s) that is keyed or has panic hardware, exceeds the requirements stated in the code for required exit width and/or number of required exits for that building, then manually operated edge or surface-mounted bolts are permitted on the inactive leaf.

1018.1 Construction. *{Add Exception 5.}*

5. In Group B Office building, corridor walls and ceilings need not be of fire-resistive construction within office spaces of a single tenant when the space is equipped with an approved automatic smoke-detection system within the corridor. The actuation of any detector shall activate alarms audible in all areas served by the corridor. The smoke-detection system shall be connected to the building's fire alarm system where such a system is provided.

**Chapter 12
DRY CLEANING**

**SECTION 1208
FIRE PROTECTION**

1208.2 Automatic sprinkler system. *{Add the following exception.}*

Exception: Dry cleaning plants in which the quantity of combustible liquids in storage and/or use does not exceed the maximum allowable quantity per control area found in Table 2703.1.1(1).

Chapter 14
FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION

SECTION 1410
ACCESS FOR FIRE FIGHTING

1410.1 Required access. *{Amend to read as follows.}* Approved vehicle access for fire fighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 150 feet (45 270 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.

Appendix A - *{Delete in its entirety.}*

City Council
Agenda Memo



City Council
Meeting Date: 05-12-11

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

GENERAL INFORMATION

The Center for Contemporary Arts has submitted a Street Use License (SUL) application to hold a public event described as "Carwalk-Artwalk" within the public right-of-way on Cypress Street. The applicant wishes to close Cypress Street from the north right-of-way line of North 2nd Street to the south right-of-way line of North 6th Street for this event. The event will take place on Thursday, June 9, 2011 from 5:00 p.m. until 8:30 p.m.; however, the applicant wishes to close the street between the hours of 4:00 p.m. and 9:00 p.m. on this date. The applicant has obtained the approval of all affected property owners and/or business tenants for this event. The event will include a car show and associated street activities, vendors, etc.

STAFF RECOMMENDATION

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

ATTACHMENTS

Street Use License Agreement, Short Term

Prepared by: Name: <u>Travis McClure</u> Title: <u>Land Agent</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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THE STATE OF TEXAS

**STREET USE LICENSE AGREEMENT
SHORT TERM**

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this 12 day of May, A.D., 2011, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and Center for Contemporary Arts hereinafter referred to as "Licensee".

WITNESSETH:

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

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

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

I. Purpose:

The purpose of this License is to permit Licensee to:

Stage a motorized vehicle exhibition and associated street festival activities.

II. Term of Agreement/Termination

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

From 4:00 p.m. to 9:00 p.m. on June 9, 2011

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

II. Indemnity:

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

injury or damage to any property or right

injury, damage, or death to any person or entity

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

all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise on the premises, whether or not caused in whole or in part by

improvements constructed by the Licensee. Responsibility for all such defects is expressly assumed by the Licensee.

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

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

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

IV. Insurance.

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

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

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

All insurance policies or certificates shall contain the following provisions:

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

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

application, and thereafter, new certificates prior to the expiration date of any prior certificate.

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

IV. License Requirements and Restrictions:

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

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

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

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

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

CITY OF ABILENE, TEXAS

NAME OF LICENSEE:

Mayor

Center for Contemporary Arts

ATTEST:

By: Darla Harmon
Signature

City Secretary

Darla Harmon Executive Director
Printed Name and Title

APPROVED:

Business Address: 220 Cypress

City Attorney

Abilene, Texas 79601

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

CONDITIONS AND COVENANTS

EXHIBIT A

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

1. The Licensee may take control of the permitted portion of the street on Thursday, June 9, 2011, as follows:
 - a. Control of the on-street parking spaces beginning at 4:00 p.m., except for the on street parking spaces on the west side of the 500 block of Cypress Street which must remain open until 5:00 p.m. to provide citizen access to the City of Abilene Water Billing and Housing Offices. At 5:00 p.m., licensee may take control of these spaces.
 - b. Control of the full width of the street beginning at 5:00 p.m.
2. The Licensee shall submit a traffic control plan in compliance with the Texas Manual On Uniform Traffic Control Devices to the Traffic & Transportation Administrator office for review by May 24, 2011.
3. The Licensee shall contact all property owners and/or business tenants of properties on Cypress Street from N 2nd Street to N 6th Street that would normally be open any time between noon and midnight on June 9, 2011 to advise them of the proposed street closure and to work out arrangements to accommodate their access needs.
4. The Licensee shall designate an event command center and an event contact person(s). This information as well as contact phone numbers, shall be provided to the city Land Agent by May 24, 2011. During the event, an event contact person shall be on-site at all times.
5. The Licensee shall obtain from the Fire Marshal a Fire Code outdoor carnival/fair permit. The Licensee shall insure that all food and beverage vendors associated with the event obtain a temporary food vendors permit from the Environmental Health office.
6. The Licensee shall insure that the event is conducted in conformance with all applicable laws and regulations, including the City noise ordinance and Texas Alcoholic Beverage Commission rules and regulations.
7. The Licensee shall prominently post notice at each entry into the controlled area that smoking is not permitted at the event and shall comply with the requirements of the City's smoking ordinance.
8. The Licensee shall provide sufficient portable toilets to accommodate the needs of

event participants. At a minimum, there shall be at least four portable toilets distributed uniformly throughout the exhibition area. The portable toilets shall not be located within 10 feet of the door to any building nor shall they be located on the street side of any glass storefront.

9. The Licensee shall provide sufficient security forces, as determined by the Chief of Police, for crowd control and protection of property.
10. The Licensee shall provide for collection and disposal of solid waste created by the event. This shall include an adequate number of waste receptacles, collection of litter after the event, and delivery of the waste to the landfill. At a minimum this shall include one waste receptacle within 50 feet of each food vendor or beverage vendor and one waste receptacle within each block of Cypress Street that does not have a food or beverage vendor.
11. The Licensee shall be responsible for obtaining, properly installing, and maintaining all necessary traffic control signs and barricades in compliance with the traffic control plan.
12. The Licensee shall maintain free of obstructions a fire apparatus access lane at least 25 feet in width from end-to-end of all street segments and an access path at least 10 feet in width from the fire apparatus access lane to all fire service appliances (fire hydrants, fire service connections to building, etc.) at all times.
13. The Licensee shall make provisions for safe access to private property abutting Cypress Street to any party desiring to access that property.
14. The Licensee shall protect traffic signal control equipment and related facilities, signs, pavement markings, and other traffic control devices within the permitted area and shall be responsible for prompt repair of any damage. The Licensee shall be responsible for all costs associated with adjustments to the City's traffic control devices that are necessary for the permitted activity.
15. The Licensee shall clear the sidewalks and pavement area of obstructions to pedestrian and vehicular traffic before ending control of the area. The Licensee assumes all responsibility for warning and/or protecting pedestrians and motorists from obstructions and hazards if they are allowed to enter the controlled area before it is cleared of such obstructions and hazards.



STREET USE LICENSE AGREEMENT
SHORT TERM

APPLICATION

Applicant: The Center for Contemporary Arts Phone: 677 8389

Address: 220 Cypress Street 79102

Agent: Darla Harmon Phone: 677 8389

Event name: CARWALK Event type: mini fest

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

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

Date & time period of event: June 9 2011 5-830

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

Expected peak attendance: 1500 - 2000

Circle items to be offered at event: Food Beverages Alcohol

Preferred City Council meeting for request to be considered: April 28th

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

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

Darla Harmon

Signature of Applicant or Agent

3-29-2011

Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/10/2011

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

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


PRODUCER CBS Insurance, LLP 3005 South Treadaway Blvd Abilene TX 79602	CONTACT NAME: Teresa Netz, ACSR PHONE (A/C, No, Ext): (325) 695-0222 FAX (A/C, No): (325) 695-0228 E-MAIL ADDRESS: tnetz@cbsins.com PRODUCER CUSTOMER ID #: 00007317																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Lloyds Insurance Co</td> <td></td> <td>41262</td> </tr> <tr> <td>INSURER B: Travelers Cas. Ins. Co. of</td> <td></td> <td></td> </tr> <tr> <td>INSURER C: Travelers Indemnity Co</td> <td></td> <td>25658</td> </tr> <tr> <td>INSURER D: Texas Mutual Insurance Company</td> <td></td> <td>22945</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Travelers Lloyds Insurance Co		41262	INSURER B: Travelers Cas. Ins. Co. of			INSURER C: Travelers Indemnity Co		25658	INSURER D: Texas Mutual Insurance Company		22945	INSURER E:			INSURER F:	
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INSURER D: Texas Mutual Insurance Company		22945																			
INSURER E:																					
INSURER F:																					

COVERAGES **CERTIFICATE NUMBER:** 11.12 All Lines **REVISION NUMBER:**

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

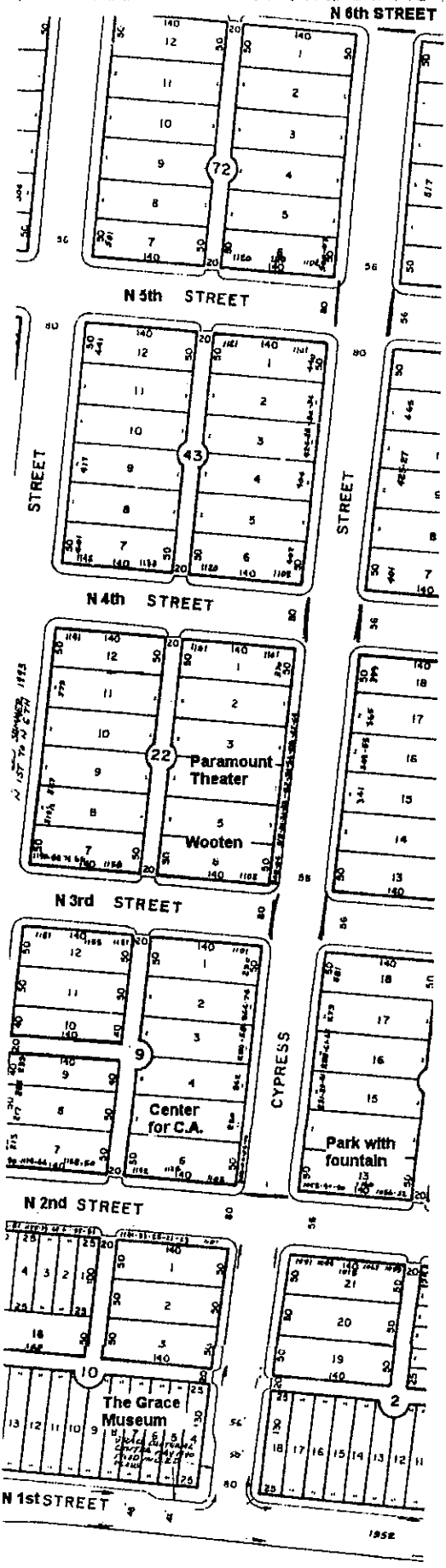
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PACP1126P519TLC-10	10/15/2010	10/15/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			BA1127P227-10	10/15/2010	10/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						Hired Combined Single Limit \$ 1,000,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						Non Owned Combined Single \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP1127P995IND-10	10/15/2010	10/15/2011	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE	<input type="checkbox"/> CLAIMS-MADE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 5,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SBP0001184389	10/15/2010	10/15/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
General & Liquor Liability policy includes "Blanket" Additional Insured per Company form SB146932B 03/2006.

CERTIFICATE HOLDER City of Abilene P.O. Box 60 Abilene, TX 79604	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Peter Lauve/TNETZ 

ACORD 25 (2009/09)
INS025 (200909)

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- = Barricades
2nd - 6th

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CarWalk ArtWalk

Thursday, June 9, 2011

Cypress Street from North Second to North 5th will be closed
from 4:00 p.m. to 9:00 p.m.

I understand that this event will bring many people downtown, and I am willing
to cooperate with the Center for Contemporary Arts in allowing Cypress Street to
be closed to traffic at 4:00 p.m. on Thursday, June 9th, 2011.

Business Name	Phone #	Signature
1. Busch Jewelers	677-9114	[Signature]
2. Deiss Lockman	672-9737	McKey's
3. O'Kelley Office Supply	673-6422	Juan Newberry
4. Paramount Theatre	676-9620	Patty Huxell
5. American State Bank	794-1000	Bobby Crowley
6. Stem Hull Jewelers	675-5355	[Signature]
7. EMO T & Co	673-3728	[Signature]
8. Patton Exploration	677-3318	Shirley Land
9. Pat The Leaf	670-9955	Bill Calver
10. Abilene Chamber of Commerce	677-7211	[Signature]
11. Christus Outlets	673-7464	St. Nazarene
12. NCUA	673-4586	Bryan Man
13. Cypress St / ABC Brewery	676-DIAE	[Signature]
14. Abilene Convention & Visitors Bureau	676-2536	[Signature]
15. Pam City	673-5737	Amelia Ditz
16. Wilma Butman	676-2536	Abilene CVB
17. UNITED Way of Abilene	677-1841	Lucy Skopce
18. The Grace	673-4587	[Signature]
19. Texas Star	672-9696	Carol Dings
20. Cockrell Galleries	829-9795	Carolyn Cockrell