



City Council  
Agenda Memo

TO: Larry D. Gilley, City Manager

City Council  
Meeting Date: 09/22/11

FROM: Ken Dozier, Fire Chief

SUBJECT: Fireworks Display

**GENERAL INFORMATION**

The Fire Marshal has received a request from AM Pyrotechnics for City Council approval (City Code Sec. 20-25) to conduct a fireworks display at Abilene Christian University on October 14, 2011. An alternate rain date is set for October 15, 2011.

**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**

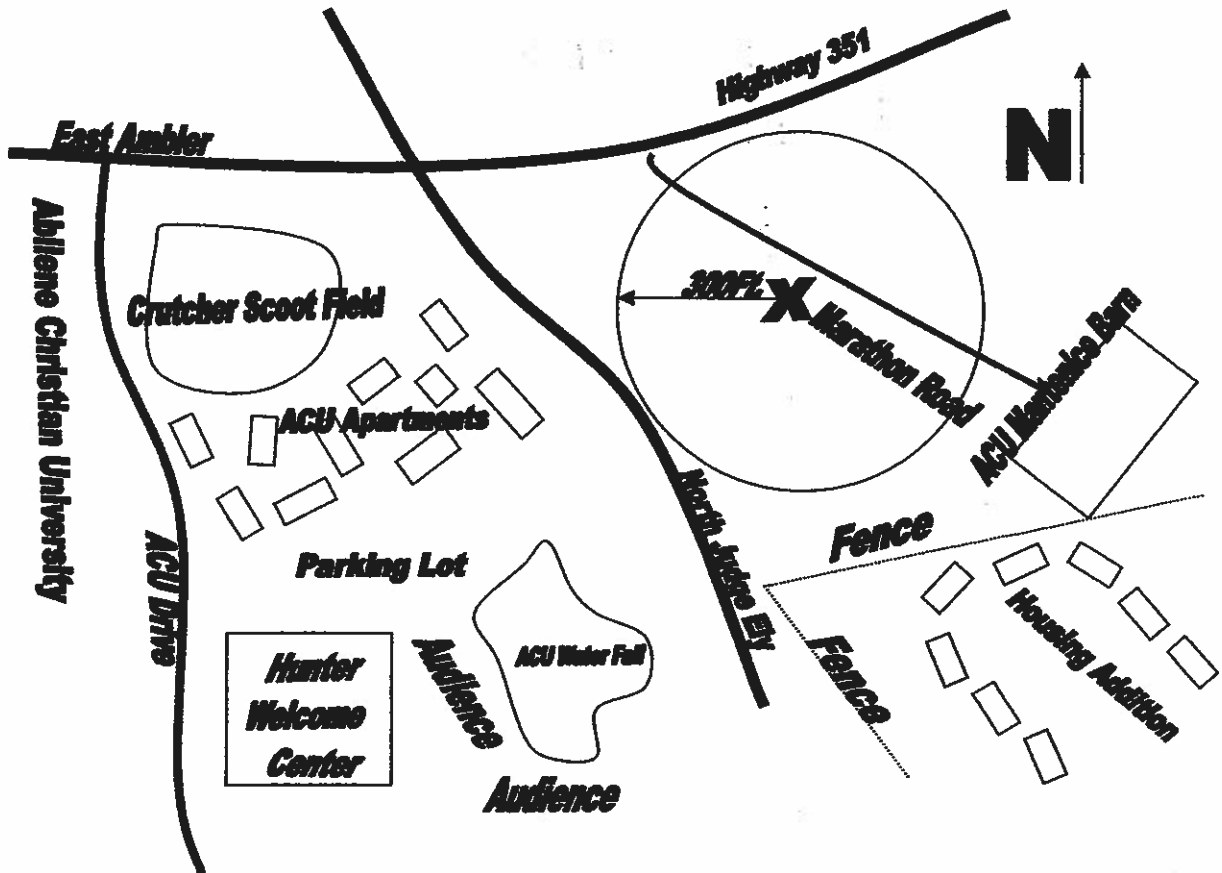
**ATTACHMENTS**

Display Site Map  
Certificate of Insurance

<b>Prepared By:</b>  Name <u>Ken Dozier</u> Title <u>Fire Chief</u>	Item No. <u>6.1</u>	<b>Disposition by City Council</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Other      Ord/Res # _____  _____ City Secretary
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**1201 East Ambler Avenue  
Abilene Texas 79601**



1. Area is securing a minimum of 300ft. from center of shoot site.
2. Audience will remain in designated parking area during show. Fences, barricade tape, and security will be used for crowd control.
3. There are no healthcare facilities, schools, churches, or hazmat within 1120ft.
4. Winds will normally be from the South, Southwest.
5. Parking is southwest of the shoot site and will exit to the North and South.

# Certificate of Insurance

105069

Issue Date: 9/7/2011

**PRODUCER**  
Deborah Merlino  
Combined Specialties International, Inc.  
205 San Marin Drive, Suite 5  
Novato, California 94945

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 LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
A.M. Pyrotechnics, LLC  
2429 E. 535th Road  
Buffalo, MO 65622

INSURER A: Underwriters, Lloyd's London

INSURER B:

INSURER C:

INSURER D:

**COVERAGES**  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE 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 INCLUDING, BUT NOT LIMITED TO THOSE FOLLOWING: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, ADDITIONAL CONDITIONS AND EXCLUSIONS: 1) THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS LIABILITY INSURANCE ONLY, IT IS NOT A BOND OR ANY FORM OF SURETY AGAINST WHICH SOMEONE OTHER THAN "INSURED" MAY ASSERT A CLAIM OR BRING ANY ACTION. SUBJECT TO POLICY TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS THE INSURANCE ONLY INDEMNIFIES AN INSURED AGAINST CERTAIN LEGAL LIABILITY. 2) THE INSURANCE DOES NOT COVER CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE OF THE NAMED INSURED'S SHOOTER(S) ASSISTANT(S) OR ANY OTHER PERSON(S) INCLUDING ANY VOLUNTEER(S) PARTICIPATING IN ANY WAY IN ANY DISPLAY OR SPECIAL EFFECT PERFORMED OR EXECUTED BY THE NAMED INSURED. 3) COVERAGE DOES NOT APPLY TO CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE INSURED'S FAILURE TO FOLLOW NFPA OR OTHER APPLICABLE REQUIREMENTS, LAWS OR RECOMMENDATIONS, INCLUDING THOSE RELATING TO POST DISPLAY OR SPECIAL EFFECT SEARCHES OR CLEAN UP.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	CSI-510296-11	8/11/2011	3/01/2012	EACH ACCIDENT	\$1,000,000
					MEDICAL EXP (any one person)	\$5,000
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/OPS AGG	\$1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ANY OWNED AUTO SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Each accident)	
					BODILY INJURY (Per Person)	
					BODILY INJURY (Per Accident)	
					PROPERTY DAMAGE (Per person)	
	EXCESS LIABILITY FOLLOWING FORM				EACH ACCIDENT	
					AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY OTHER LIMITS	
					E.L. EACH ACCIDENT	
					E.L. DISEASE-EA EMPLOYER	
					E.L. DISEASE-POLICY LIMIT	
	OTHER					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
Abilene Christian University and City of Abilene are Additional Insured as respects the October 14, 2011 Fireworks Display at 1201 Ambler Drive, Abilene, TX

**CERTIFICATE HOLDER**  
Abilene Christian University  
1600 Campus Drive  
Abilene, TX 79659

CANCELLATION  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

*Deborah M. Merlino*

AUTHORIZED REPRESENTATIVE



**City Council  
Agenda Memo**



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

**City Council  
Meeting Date: 09/22/11**

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

**SUBJECT: Oral Resolution Authorizing City Manager to Execute an Amended Lease for Maxwell Municipal Golf Course Operations**

**GENERAL INFORMATION**

In May of 2004 the City of Abilene entered into an agreement with West Texas Golf Systems, Inc. for operation of Maxwell Municipal Golf Course. West Texas Golf Systems, Inc. was selected after the City had gone through a formal Request for Proposal process. Since 2004 the original lease has been amended by addendum several times to address a number of circumstances. And, during this period the Municipal Golf Course Advisory Board has also been created to assist the City Council with golf operations. Recently, City Council approved a waiver of fees for treated effluent water up to a limit as part of the 2011-2012 budget process. The City Attorney has recommended that an amended lease for the remainder of the term that incorporates the appropriate addendums, updates provisions to reflect the role of the Maxwell Municipal Golf Course Advisory Board, waives the fees for treated effluent water up to a specified limit and revises the rent structure to reflect current practice, be approved and executed by the City of Abilene and WTGS.

**SPECIAL CONSIDERATIONS**

The specific language addressing the fees for treated effluent water sets a cap on the volume of water that WTGS may use without incurring charges. Usage beyond that level will result in charges to WTGS for the additional water. Provisions are made for the Advisory Board to revisit water use on an annual basis and to forward a recommendation to the City Manager for his consideration in subsequent budget preparations.

**FUNDING/FISCAL IMPACT**

NA

**STAFF RECOMMENDATION**

Staff recommends that City Council authorize execution of the amended lease for Maxwell Municipal Golf Course operations.

**BOARD OR COMMISSION RECOMMENDATION**

NA

**ATTACHMENTS**

NA

Prepared by: Name: <u>Mike Hall</u> Title: <u>Director of Community Services</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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**City Council  
Agenda Memo**



**City Council  
Meeting Date: 09-22-11**

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

**GENERAL INFORMATION**

The Development Corporation of Abilene, Inc. (DCOA) approved a budget for FY2012 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 FY12 contracts:

City of Abilene Business Services (Acct Unit 7602752760)	\$ 630,041
Property Maintenance (Acct Unit 7602752775)	\$ 155,420
Property Maint. Life Sciences (Acct Unit 7602752765)	\$ 825,910
Property Damage Ins. Premium (Acct Unit 7602752775)	\$ 141,900
City of Abilene Airport Business Dev. Mgmt (Acct Unit 1006006060)	<u>\$ 160,813</u>
TOTAL	\$1,914,084 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 FY2012 budget and contract renewals on August 23, 2011.

**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. 6.3

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

## **SPECIAL CONSIDERATIONS**

The contracts referenced above are being renewed for one year beginning 10-1-11. All agencies are evaluated 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 FY12 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 FY12 includes all administrative expenses for the Development Corporation of Abilene in the amount of \$630,041, which includes a staff of 5 in the Economic Development Department. Also included in the contract are \$155,420 for maintenance and other up-keep expenses for DCOA-owned properties, \$825,910 for operations and maintenance of the Abilene Life Sciences Accelerator and lab on Pine St., and \$141,900 for property damage insurance premiums to cover all DCOA-owned properties under the City's self-insurance program. The total FY12 funding authorization is \$1,753,271. The current FY11 contract amounts are \$648,160 for operating, \$150,000 for DCOA-owned properties maintenance, \$704,380 for Life Sciences properties operations and maintenance, and \$86,290 for insurance premiums for a total amount of \$1,588,830.

**Airport Business Development Management** contract for FY12 is in the amount of \$160,813 for salary support for the Business Development Manager, consulting services to expand current air service, and marketing services through various medium. The current FY11 contract amount is \$163,830.

Outside the proposed agreement under consideration today, on July 26, 2011 the DCOA Board of Directors committed \$200,000 for marketing assistance as an incentive for recruiting a second air carrier to Abilene. The DCOA's commitment "sunssets" after two years (September 30, 2013) if a second air carrier hasn't been recruited by then, or could be extended by Board action.

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

THIS AGREEMENT, effective the 1st day of October, 2011, 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 \$630,041 for the one-year period ending September 30, 2012, 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 \$155,420 for the one-year period ending September 30, 2012 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 \$141,900 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 \$825,910 for the one-year period ending September 30, 2012 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). Also included is maintenance and upkeep of the adjacent property located at 922 N. 13<sup>th</sup> St., otherwise known as the Stone Shop.

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, 2012, this contract expires without notification on September 30, 2012.

**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.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

**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 \_\_\_\_\_, 2011.

**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:

\_\_\_\_\_

Marelyn Shedd, Secretary/Treasurer

ATTEST:

\_\_\_\_\_

Danette Dunlap, City Secretary

Approved as to form:

\_\_\_\_\_

T. Daniel Santee, City Attorney

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

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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.

The City also agrees to provide, for no additional amount of assistance from the DCOA, access to the number of parking spaces in the Airport’s covered parking lot at the far north end needed to accommodate parking by employees of Eagle Aviation Services, Inc. (“EASI”).

**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 retain the current air service and explore new service.
2. Submit a written report to DCOA by April 10, 2012 of progress made through the



activities specified in Sec. A. 1., above, since October 1, 2011. The report shall also be presented orally to the DCOA during the April 2012 board meeting, or the first board meeting to occur subsequent to April 10, 2012.

In addition, a second written report will be submitted by October 10, 2012 of progress made since April 2012. Likewise, the report shall be presented orally to the DCOA during the October 2012 board meeting, or the first board meeting to occur subsequent to October 10, 2012.

3. Provide the number of needed parking spaces in the Airport's covered parking lot at the far north end to the DCOA for use by employees of Eagle Aviation Services, Inc. ("EASI").
4. Enforce all parking rules and regulations directly with EASI and notify the DCOA of any recurring problems or violations.
5. Continue policing the subject parking spaces as with the remainder of the parking lot and maintaining the covered awnings.

**B. DCOA AGREES TO:**

Provide the City funding in the total amount of One Hundred Sixty Thousand Eight Hundred Thirteen and no/100's Dollars (\$160,813) for the one-year period ending September 30, 2012, for the following:

- a. \$61,913 – operating support for the Business Development Management Program division of the Abilene Regional Airport, including a 3% salary increase.
- b. \$24,000 – consulting services for retaining current and exploring new air service
- c. \$70,000 – marketing airport services, amenities and upgrades using variety of medium including television, radio and newspaper ads to Catchment Area of 16 counties.
- d. \$4,900 – expenses for 2 staff members to attend the Network USA 2012 conference.
- e. pay for all supplies necessary to allow EASI employees access to the parking lot and for all improvements and upgrades necessary to the parking spaces and surrounding area. The City shall provide the DCOA copies of invoices/receipts evidencing eligible expenses.

**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, 2012, this contract expires without notification on September 30, 2012.

#### **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:

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**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 \_\_\_\_\_, 2011.

**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

\_\_\_\_\_

Manager

Larry D. Gilley, City

ATTEST:

\_\_\_\_\_

Marelyn Shedd, Secretary/Treasurer

ATTEST:

\_\_\_\_\_

Danette Dunlap, City Secretary

Approved as to form:

\_\_\_\_\_

T. Daniel Santee, City Attorney



City Council  
Agenda Memo

**TO:** Larry D. Gilley, City Manager  
**FROM:** Mindy Patterson, Director of Finance  
**SUBJECT:** Approval of Abilene-Taylor County Events Venue District Amended Bylaws

City Council  
Meeting Date: 09/22/11

**GENERAL INFORMATION**

At the July 25, 2011 Abilene-Taylor County Events Venue District Board meeting, the Board agreed to place a cap on the maximum percentage change to allocations at 2.5% for any fiscal year for the entities receiving operational funds, which are the Expo Center and Frontier *Texas!*, and to start the approval of the new language in the Bylaws. State law requires thirty (30) days written notice to change the Bylaws and 4/5<sup>th</sup> majority vote of the Board. The Venue District debt is always paid first before any money is distributed to the entities.

The Board met on September 12, 2011 to discuss this item, which was approved unanimously. The Board members are Mayor Norm Archibald, County Judge Downing Bolls, Jr., Councilman Robert Briley, County Commissioner Stan Egger, and Glenn Dromgoole.

**STAFF RECOMMENDATION**

Staff recommends approving the Abilene-Taylor County Events Venue District amended Bylaws by Oral Resolution.

**ATTACHMENTS**

- 1) Abilene-Taylor County Events Venue District Resolution and Amended Bylaws

<b>Prepared By:</b>  Name <u>Mindy Patterson</u> Title <u>Director of Finance</u>	Item No. <u>6.4</u>	<b>Disposition by City Council</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Other Ord/Res # _____  _____ City Secretary
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**RESOLUTION 2011-1**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT APPROVING AMENDED BYLAWS OF SAID DISTRICT**

WHEREAS, the Board of Directors of the Abilene-Taylor County Events Venue District (the Board) was originally appointed by concurrent resolution of the Abilene City Council and the Commissioner's Court of Taylor County, Texas; and

WHEREAS, an Interlocal Agreement was approved by the Abilene City Council, Commissioner's Court of Taylor County, Texas, and the Abilene Independent School District supporting the Abilene-Taylor County Events Venue District (the Venue District); and

WHEREAS, the Board adopted original Bylaws by resolution on November 14, 2003; and

WHEREAS, Article VI Section 2 of the Bylaws allow for amendment of said Bylaws upon a minimum 4/5 vote of the Board, following 30 days to review the proposed amendment; and

WHEREAS, the Board was provided a proposed written amendment to the Bylaws at a meeting of the Board on July 25, 2011, more than 30 days prior to today's date; and

WHEREAS, the Board finds it necessary and advantageous for the Venue District to adopt an amendment to the Bylaws;


NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE VENUE DISTRICT:

PART 1: that the Amendment to the Bylaws set forth in Attachment A is hereby adopted.

PART 2: that the Board requests the approval of said Amendment by the Abilene City Council and the Commissioner's Court of Taylor County, Texas.

PASSED AND APPROVED BY THE BOARD, this 12<sup>th</sup> day of September, 2011.

ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT

  
\_\_\_\_\_  
Norm Archibald, President of the Board

ATTEST:

  
\_\_\_\_\_  
Robert Briley, Secretary of the Board

**ATTACHMENT A**

**AMEND ARTICLE IV, SECTION 1 AS FOLLOWS:**

**ADD:**

(c) The plan shall include fiscal policies that will guide the repayment of debt as well as the allocation of proceeds following debt payment. The plan may include minimum or maximum percentage allocations and/or maximum changes to allocations from year to year. However, except for the fluctuating percentage allocated due to the payment of debt service requirements of the District, the percentage change to allocations of any entity receiving operational funds from the District shall not exceed two and one-half percent (2.5%) in any fiscal year.





City Council  
Agenda Memo

**TO:** Larry D. Gilley, City Manager  
**FROM:** Mindy Patterson, Director of Finance  
**SUBJECT:** Approval of Fund Balance Policy

City Council  
Meeting Date: 09-22-11

**GENERAL INFORMATION**

In February 2009, Governmental Accounting Standards Board (GASB) issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which is effective for periods that begin after June 15, 2010. The objective of GASB 54 is to enhance the usefulness of fund balance information by 1) clarifying existing governmental fund type definitions and 2) providing clearer fund balance classifications that can be more consistently applied.

Instead of reserved, designated, or unreserved, financial statement preparers will now use five basic categories: *Non-spendable* – cannot ever be spent (inventories, prepaids), cannot currently be spent (long-term portion of receivables); *Restricted* – externally enforceable legal restrictions (grants, debt covenants, contributors, etc); *Committed* – use is limited by the City and imposed by the City Council (highest level of decision making. May only be changed or lifted by City Council. Commitment must be made prior to year end; *Assigned* – intended use of resources set by the City Council or an official designated by the City Council; *Unassigned* – remaining fund balance after all other categories.

**STAFF RECOMMENDATION**

Staff recommends approving the Fund Balance Policy as revised for GASB 54 by Oral Resolution.

**ATTACHMENT**

Exhibit “A” ~ Fund Balance Policy

<b>Prepared By:</b>  Name <u>Mindy Patterson</u> Title <u>Director of Finance</u>	Item No. <u>6.5</u>	<b>Disposition by City Council</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Other Ord/Res # _____ _____ City Secretary
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**City of Abilene**  
**Fund Balance Policy**  
**Revised for GASB 54**

***Purpose***

The purpose of this policy is to establish a key element of the financial stability of the City of Abilene by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability and it is essential that the City maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and other similar circumstances. This policy will ensure the City maintains adequate fund balances in the City's various operating funds with the capacity to:

1. Provide sufficient cash flow for daily financial needs,
2. Secure and maintain investment grade bond ratings,
3. Offset significant economic downturns or revenue shortfalls, and
4. Provide funds for unforeseen expenditures related to emergencies.

***Definitions***

***Fund Equity*** – A fund's equity is generally the difference between its assets and its liabilities.

***Fund Balance*** – An accounting distinction is made between the portions of fund equity that are spendable and nonspendable. Fund balance is classified into five categories:

- 1) **Nonspendable fund balance** – includes the portion of net resources that cannot be spent because of their form (i.e. inventory, long-term loans, or prepaids) or because they must remain in-tact such as the principal of an endowment.
- 2) **Restricted fund balance** – includes the portion of net resources on which limitations are imposed by creditors, grantors, contributors, or by laws or regulations of other governments (i.e. externally imposed limitations). Amounts can be spent only for the specific purposes stipulated by external resource providers or as allowed by law through constitutional provisions or enabling legislation. Examples include grant awards and bond proceeds.
- 3) **Committed fund balance** – includes the portion of net resources upon which the City Council has imposed limitations on use. Amounts that can be used only for the specific purposes determined by a *formal action* of the City Council. Commitments may be changed or lifted only by the Council taking the same *formal action* that originally imposed the constraint. The formal

action must be approved before the end of the fiscal year in which the commitment will be reflected on the financial statements.

- 4) **Assigned fund balance** – includes the portion of net resources for which an *intended* use has been established by the City Council or the City Official authorized to do so by the City Council. Assignments of fund balance are much less formal than commitments and do not require formal action for their imposition or removal. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed which indicates that resources are, at a minimum, intended to be used for the purpose of that fund.
- 5) **Unassigned fund balance** – includes the amounts in the general fund in excess of what can properly be classified in one of the other four categories of fund balance. It is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose. Negative residual amounts for all other governmental funds are reported in this classification.

## ***Policy***

### ***Committed Fund Balance***

- The City Council is the City's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Council at the City's Council meeting. The resolution must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

### ***Assigned Fund Balance***

- The City Council authorizes the City Manager as the City Official responsible for the assignment of fund balance to a specific purpose as approved by this fund balance policy.

### ***Minimum Unassigned Fund Balance***

The City's goal is to achieve and maintain a total fund balance in the general fund equal to 25% of annual expenditures. The City considers a balance of less than 20% to be cause for concern, barring unusual or deliberate circumstances. In the event that the total fund balance is calculated to be less than the policy stipulates, the City shall plan to adjust budget resources in subsequent fiscal years to restore the balance.

### ***Replenishment of Minimum Fund Balance Reserves***

If total fund balance unintentionally falls below 20% or if it is anticipated that at the completion of any fiscal year the projected total fund balance will be less than the minimum requirement, the City

Manager shall prepare and submit a plan to restore the minimum required level as soon as economic conditions allow. The plan shall detail the steps necessary for the replenishment of fund balance as well as an estimated timeline for achieving such.

These steps may include, but are not limited to, identifying new, nonrecurring, or alternative sources of revenue; increasing existing revenues, charges and/or fees; use of year end surpluses; and/or enacting cost saving measures such as holding capital purchases, reducing departmental operating budgets, freezing vacant positions, and/or reducing the workforce. The replenishment of fund balance to the minimum level shall be accomplished within a three-year period. If restoration of the reserve cannot be accomplished within such a period without severe hardship to the City, then the Council shall establish an extended time line for attaining the minimum balance.

### ***Order of Expenditure of Funds***

When multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by a grant, funds set aside by the City Council, and unassigned fund balance), the City will first spend the most restricted funds before moving down to the next most restrictive category with available funds.

### ***Appropriation of Unassigned Fund Balance***

Appropriation from the minimum unassigned fund balance shall require the approval of the Council and shall be utilized only for one-time expenditures, such as capital purchases, and not for ongoing expenditures unless a viable revenue plan designed to sustain the expenditure is simultaneously adopted.

The Council may appropriate unassigned fund balances for emergency purposes, as deemed necessary, even if such use decreases the fund balance below the established minimum.

### ***Monitoring and Reporting***

The Director of Finance shall be responsible for monitoring and reporting the City's various reserve balances. The City Manager is directed to make recommendations to the Council on the use of reserve funds both as an element of the annual operating budget submission and from time to time throughout the fiscal year as needs may arise.

Compliance with the provisions of the policy shall be reviewed as a part of the annual operating budget adoption process and subsequent review will be included in the annual audit and financial statement preparation procedures.

**City Council  
Agenda Memo**



**TO:** Larry D. Gilley, City Manager  
**FROM:** Administration  
**SUBJECT:** Purchase of Property at 1208 North 5th Street

**City Council  
Meeting Date:**

**September 22, 2011**

**GENERAL INFORMATION**

The Chisholm Trail Council of the Boy Scouts of America has offered to sell its property located at 1208 North 5th Street to the City of Abilene. The acquisition of this property will allow for the continued redevelopment of downtown Abilene and provide much needed additional parking for the Abilene Civic Center. Based on an appraisal of the property, the purchase price has been established at \$462,000.

**SPECIAL CONSIDERATIONS**

The Chisholm Trail Council of the Boy Scouts of America will lease back the facility from the City for a period not to exceed 15 months for a monthly fee of \$2,133.00

**FUNDING/FISCAL IMPACT**

Funds for the acquisition of this property will come from project savings and interest earned on prior years Certificates of Obligation.

**STAFF RECOMMENDATION**

Staff recommends approval of the purchase of the property.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS**

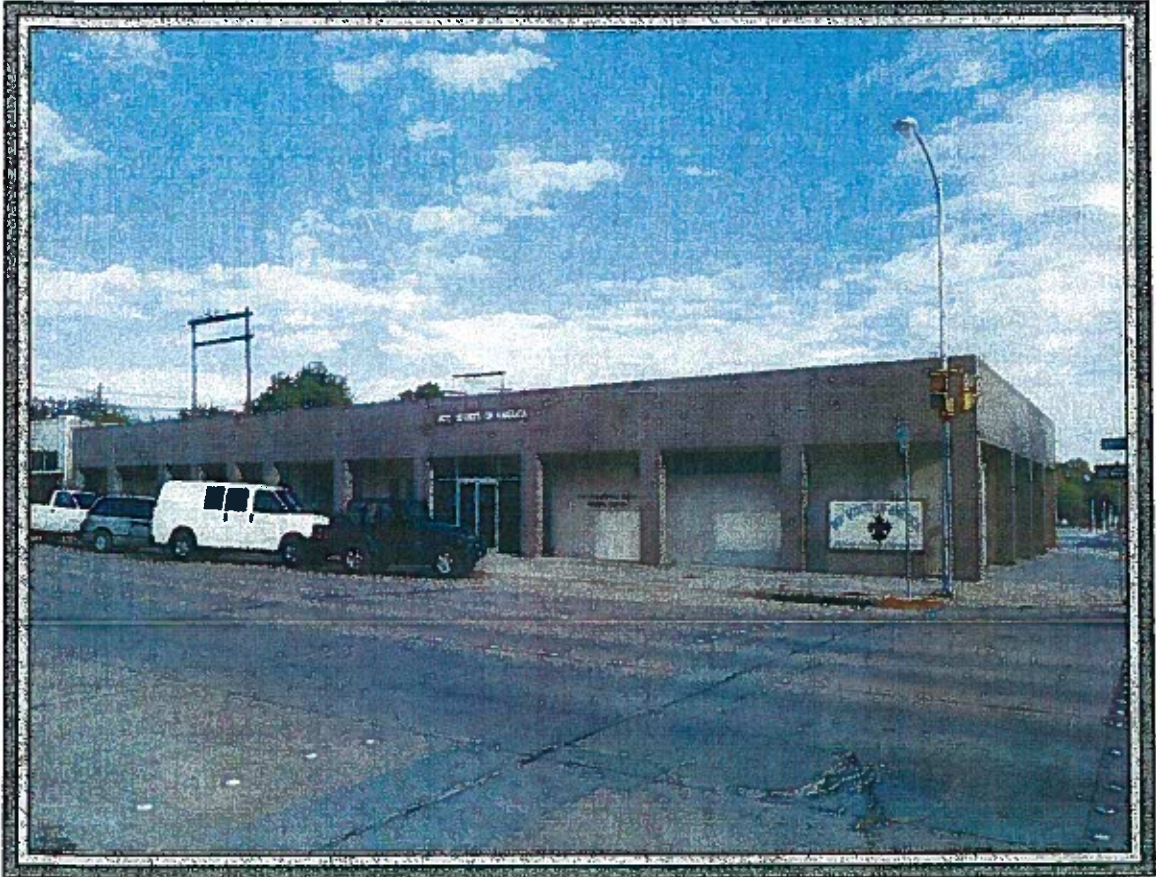
Prepared by: Name Larry D. Gilley <i>LG</i> Title City Manager	Item No. <u>6.6</u>	Disposition by City Council <input type="checkbox"/> Approved Ord/Res# <input type="checkbox"/> Denied _____ <input type="checkbox"/> Other <input type="checkbox"/> City Secretary
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## Property Identification and Location



Subject Property

### Property Identification

The subject is referred to as **Chisholm Trail Council/Boy Scouts of America**. It consists of a 8,383 square foot office building on 42,000 square feet of land area. The subject's physical address is 1208 North 5th Street, Abilene, Texas.

The legal description is as follows: Original Town of Abilene TIF #1, Block 73, Lot 1 thru 6, Abilene, Taylor County, Texas.

**City Council  
Agenda Memo**



**City Council  
Meeting Date: September 22, 2011**

**TO: Larry D. Gilley, City Manager**  
**FROM: Don Green, Director of Aviation**  
**SUBJECT: URS Corp. Engineering Contract Task Order 25**

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**GENERAL INFORMATION**

As part of the Airport's FY11 Airport Improvement Program (AIP) projects, Task Order 25 is requested to be considered for authorization. This Task Order provides authorization for URS to design a reconstruction project for Taxiways M, N and P. The fee for this service is a fixed fee in the amount not to exceed **\$212,440.95**. I anticipate this reconstruction project being bid in mid FY12.

**FUNDING/FISCAL IMPACT**

The fee for Task Order 25 is funded 95% by AIP Grant 41. The city's 5% share for this task order is **\$10,623.00**.

**STAFF RECOMMENDATION**

Staff recommends the City Council authorize the City Manager to execute Task Order 25 of the URS Corp engineering contract.

**BOARD OR COMMISSION RECOMMENDATION**

The Airport Development Board will vote to recommend approval of Task Order 25 of URS' contract at its September 14<sup>th</sup> meeting.

Prepared by:  Name: Don Green  Title: Director of Aviation	Item No. <u>6.7</u>	Disposition by City Council <input type="checkbox"/> Approved    Ord/Res# _____ <input type="checkbox"/> Denied <input type="checkbox"/> Other  _____ City Secretary
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**City Council  
Agenda Memo**

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

**City Council  
Meeting Date: September 22, 2011**

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

**SUBJECT: First Reading of Ordinance Creating a Municipal Setting Designation (MSD) for the North First Street Corridor; and calling a public hearing on October 11, 2011.**

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**GENERAL INFORMATION**

Subchapter W “Municipal Setting Designations” of Chapter 361 “Solid Waste Disposal Act” of the Texas Health and Safety Code authorizes the Texas Commission on Environmental Quality (TCEQ) to create municipal setting designations (MSDs). Section 401.05(a) of the Texas Local Government Code allows the governing body of a municipality to establish and enforce a MSD to regulate the pumping, extraction, or use of groundwater to prevent the use of or contact with groundwater that presents an actual or potential threat to human health.

This item is for adoption of an MSD Ordinance prohibiting the use of potable groundwater beneath properties along the North First Street corridor and supports certification of a MSD for the designated property by the TCEQ.

**FUNDING/FISCAL IMPACT**

None.

**STAFF RECOMMENDATION**

Staff recommends approval.

**ATTACHMENTS**

Proposed Ordinance with attachments

Prepared By:

Name: Theresa James

Title: Assistant City Attorney

Item No. 6.8

Disposition by City Council

Approved      Ord/Res#

Denied      \_\_\_\_\_

Other

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

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

**AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, PROHIBITING THE USE OF DESIGNATED GROUNDWATER FROM BENEATH CERTAIN PROPERTY LOCATED IN AND AROUND THE NORTH FIRST STREET CORRIDOR AND SUPPORTING CERTIFICATION OF A MUNICIPAL SETTING DESIGNATION BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; CALLING A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Subchapter W, “Municipal Setting Designations,” of Chapter 361, “Solid Waste Disposal Act,” of the Texas Health and Safety Code authorizes the Texas Commission on Environmental Quality to create municipal setting designations; and

**WHEREAS**, pursuant to Section 401.005(a) of the Texas Local Government Code, for the purpose of establishing and enforcing a municipal setting designation, the governing body of a municipality may regulate the pumping, extraction, or use of groundwater by persons other than retail public utilities, as defined by Section 13.002, Water Code, to prevent the use of or contact with groundwater that presents an actual or potential threat to human health; and

**WHEREAS**, pursuant to Section 401.005(b) of the Texas Local Government Code, for the purpose of establishing and enforcing a municipal setting designation, the governing body of a municipality by ordinance may extend to the extraterritorial jurisdiction of the municipality the application of municipal ordinances; and

**WHEREAS**, the city council finds that:

- (1) The eligibility criteria of Section 361.803 of the Texas Health and Safety Code have been met;
- (2) This municipal setting designation ordinance will not have an adverse effect on the current or future water resource needs or obligations of the City of Abilene;
- (3) There is a public drinking water supply system that satisfies the requirements of Chapter 341 of the Texas Health and Safety Code and that supplies or is capable of supplying drinking water to the designated property and property within one-half mile of the designated property; and
- (4) This municipal setting designation ordinance is necessary because the concentration of chemicals of concern exceed concentrations considered safe for human ingestion; and

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

**SECTION 1.** That for purposes of this municipal setting designation ordinance, the “designated property” means the property described in Exhibit A attached to the ordinance.

**SECTION 2.** That for purposes of this municipal setting designation ordinance, “designated groundwater” means water below the surface of the designated property to a depth of 150 feet.

**SECTION 3.** That use of the designated groundwater from beneath the designated property as potable water, as defined in Section 361.801(2) of the Texas Health and Safety Code, and the following uses of or contacts with the designated groundwater are prohibited:

- (1) Human consumption or drinking.
- (2) Showering or bathing.
- (3) Cooking.
- (4) Irrigation of crops for human consumption.

**SECTION 4.** That the City Council supports the application to the Texas Commission on Environmental Quality for certification of a municipal setting designation for the designated property.

**SECTION 5.** That any person owning, operating, or controlling the designated property remains responsible for complying with all applicable federal, state, and local statutes, ordinances, rules, and regulations relating to environmental protection, and that this municipal setting designation ordinance in itself does not change any environmental assessment or cleanup requirements applicable to the designated property.

**SECTION 6.** That approval of this municipal setting designation ordinance shall not be construed to subject the City of Abilene to any responsibility or liability for any injury to persons or damages to property caused by any chemical of concern.

**SECTION 7.** That within 60 days after adoption of this municipal setting designation ordinance, the City Manager shall cause to be filed a certified copy of this municipal setting designation ordinance in the deed records of the county where the designated property is located.

**SECTION 8.** That the City Manager shall notify the Texas Commission on Environmental Quality 60 days prior to any amendment or repeal of this municipal setting designation ordinance.

**SECTION 9.** That a person violating Section 3 of this municipal setting designation ordinance, upon conviction, is punishable by a fine not to exceed \$2,000, and that the Texas Commission on Environmental Quality shall be notified of any violations.

**SECTION 10.** It is the intention of the City Council that this municipal setting designation ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this ordinance shall not affect the validity or unconstitutionality of any other portion of this ordinance.

**SECTION 11.** That this municipal setting designation ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Abilene, and it is accordingly so ordained.

**PASSED on FIRST READING this 22nd day of September, 2011.**

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 September 15, 2011, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 11th day of October, 2011, to permit the public to be heard. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

**PASSED on SECOND AND FINAL READING after PUBLIC HEARING this 11th day of October, 2011.**

\_\_\_\_\_  
Norm Archibald, MAYOR

ATTEST:

\_\_\_\_\_  
Danette Dunlap, CITY SECRETARY

APPROVED:

\_\_\_\_\_  
T. Daniel Santee, CITY ATTORNEY

## EXHIBIT A

## Attachment A

### Municipal Setting Designation (MSD) Boundary

The area subject to this Municipal Setting Designation (MSD) shall be as shown on the map on the following page and described by the boundary below:

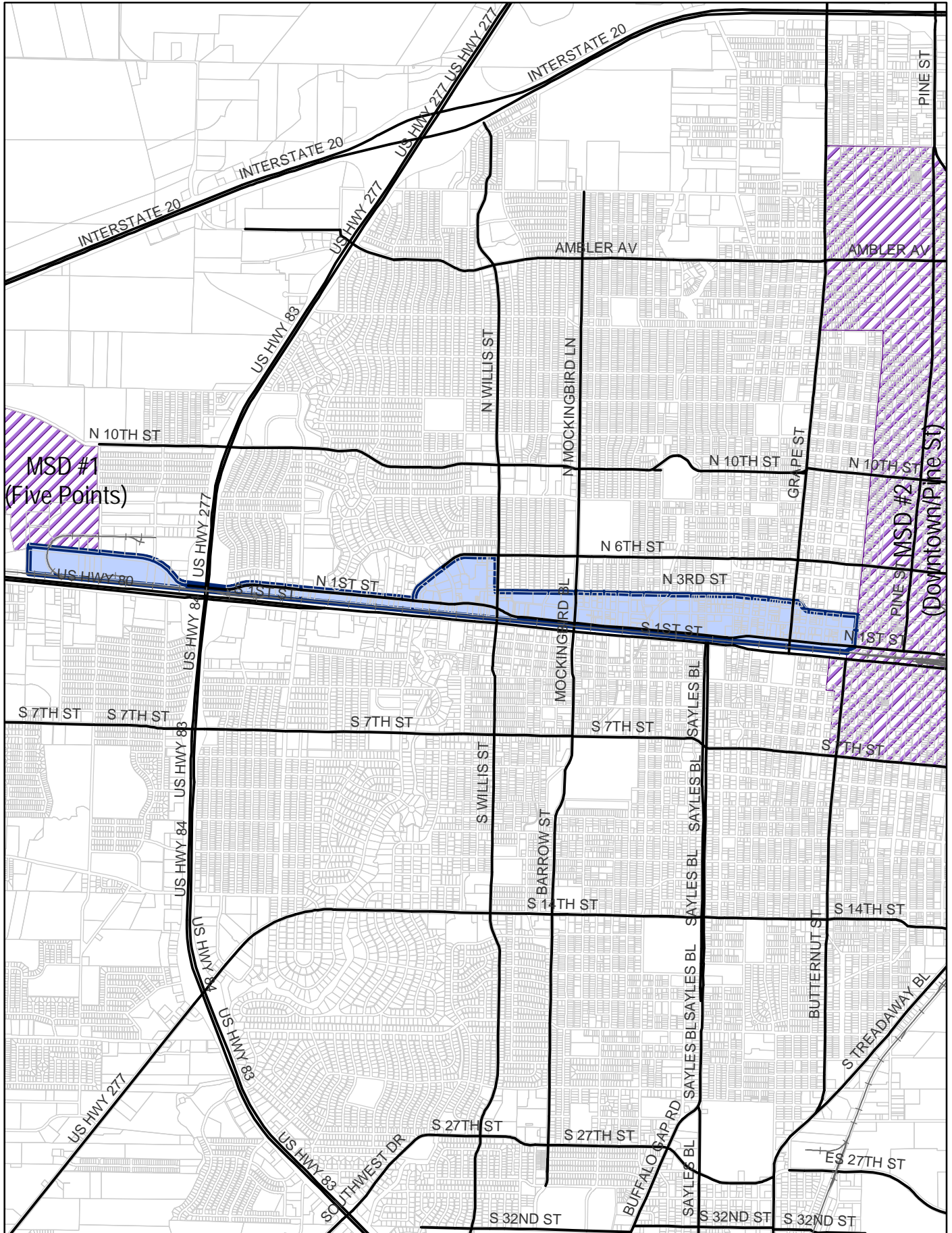
Beginning at the intersection of North 3<sup>rd</sup> Street and Hickory Street, continuing west along North 3<sup>rd</sup> to its intersection with Willis Street, continuing north along Willis Street to its intersection with North 6<sup>th</sup> Street, continuing west along North 6<sup>th</sup> Street, which changes to Leggett Drive, continuing along Leggett Drive to its intersection with North 1<sup>st</sup> Street, continuing west along North 1<sup>st</sup> Street approximately 1,650 feet to the intersection with the abandoned right-of-way of Main Street, continuing south along the abandoned right-of-way to the railroad tracks, continuing east along the railroad corridor to its intersection with Hickory Street, continuing north along Hickory Street to its intersection with North 3<sup>rd</sup> Street.

The boundary described above shall be inclusive of all public street rights-of-way and railroad rights-of-way, including those of the bounding streets and alleys.

More specifically, the area within this proposed Municipal Setting Designation includes the properties listed on the following pages. **However, the map and described area above shall supersede any discrepancies between the attached property list and the map and/or description above.**



# Proposed Municipal Setting Designation (MSD)



September 14, 2011

**North First Street Corridor Municipal Setting Designation (MSD) - Property List**

<b>Property Address</b>	<b>Legal Description</b>	<b>VOLUME</b>	<b>PAGE</b>	<b>DEED #</b>
3633 N 6TH ST	WESTWOOD PLAZA, BLOCK 1, LOT W PRT LT 1, ACRES .8934	2230	941	
150 BEECH ST	OT ABILENE, BLOCK 118, LOT 1-2-3			
226 BEECH ST	OT ABILENE, BLOCK 117, LOT 3	2500	99	
141 BURGER ST	OAKWOOD ADDN, BLOCK 11, LOT S39 N130 W127			
145 BURGER ST	OAKWOOD ADDN, BLOCK 11, LOT MID 26 FT W127 N130 FT			
157 BURGER ST	OAKWOOD ADDN, BLOCK 11, LOT N65 N130 W127	1254	725	
241 BURGER ST	OAKWOOD ADDN SEC 1, BLOCK 6, LOT S289.79 W110.39			
242 BURGER ST	OAKWOOD ADDN, BLOCK 7, LOT S90 N230 E110.39			15020
257 BURGER ST	OAKWOOD ADDN, BLOCK 6, LOT N93 W1/2			
270 BURGER ST	OAKWOOD ADDN, BLOCK 7, LOT S40.8 N140.8 E110.39			15020
118 CLINTON ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-2, LOT 3			
122 CLINTON ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-2, LOT 4	2280	456	
133 CLINTON ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-1, LOT 12	2315	501	
135 CLINTON ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-1, LOT 11			
136 CLINTON ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-2, LOT 5-6	2224	513	
145 CLINTON ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-1, LOT 10	2898	781	0
210 CLINTON ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-3, LOT 1-2-3	1754	55	
225 CLINTON ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-4, LOT S1/2 13 & ALL 14	1660	956	
230 CLINTON ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-3, LOT 4-5	2032	355	
233 CLINTON ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-4, LOT 12 & N1/2 LT 13			14271
242 CLINTON ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-3, LOT 6 & S 20 FT 7	1148	445	
258 CLINTON ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-3, LOT N30FT LT 7 & ALL LT 8	2049	164	
100 FANNIN ST	OAKWOOD ADDN, BLOCK 10, LOT W50 N130	2350	540	
201 FANNIN ST	OAKWOOD ADDN, BLOCK 7, LOT S180 W115	2179	496	
233 FANNIN ST	OAKWOOD ADDN SEC 1, BLOCK 7, LOT S103 N178 W115	2469	251	
234 FANNIN ST	OAKWOOD ADDN SEC 1, BLOCK 8, LOT S156.45 N 242.88 OF E/2	2911	89	0
257 FANNIN ST	OAKWOOD ADDN SEC 1, BLOCK 7, LOT N75 W115	2545	403	
118 GRAHAM ST	MISNER OF MC DANIEL OF B23 HARRIS, BLOCK B, LOT 3			
126 GRAHAM ST	MISNER OF MC DANIEL OF B23 HARRIS, BLOCK B, LOT 4			
128 GRAHAM ST	MISNER, BLOCK B, LOT 5			
142 GRAHAM ST	MISNER, BLOCK B, LOT 6			
150 GRAHAM ST	MISNER, BLOCK B, LOT 7			
202 GRAHAM ST	LT 8 A RUSSELL ABL	3095	398	
210 GRAHAM ST	7 A T A RUSSELL OF MISNER	2996	375	
216 GRAHAM ST	6 A T A RUSSELL ABL	1254	432	
217 GRAHAM ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT N65 OF LTS 12-13	3029	374	
226 GRAHAM ST	5 A T A RUSSELL ABL	1791	963	
233 GRAHAM ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT S60 OF LT 11	2883	726	0
234 GRAHAM ST	4 & S1/2 LT 3 A T A RUSSELL ABL	3028	936	
242 GRAHAM ST	S1/2 LT 2 & N1/2 LT 3 A T A RUSSELL OF MISNER	2438	553	
258 GRAHAM ST	T A RUSSELL OF MISNER, BLOCK A, LOT 1 & N1/2 LT 2			
120 GRAPE ST	OT ABILENE, BLOCK 183, LOT E/PT N188, S70 N188 E197, N/E 45 S126 OF 2			745
149 GRAPE ST	LOT 118 REPLAT 154 OT ABILENE	1487	105	
201 GRAPE ST	7 & S20 LT 8 153 OT ABL	2178	270	
221 GRAPE ST	N30 LT 8 153 OT ABL	2178	270	
221 GRAPE ST	S40 LT 9 153 OT ABL	2178	270	
229 GRAPE ST	10 & N10 LT 9 153 OT ABL	2178	270	
250 GRAPE ST	OT ABILENE, BLOCK 183 1 PHILLIPS & 183 1&2 KEEBLE, LOT 8-11 OF PHILLIPS & LTS 1-4 OF KEEBLE	2414	909	
300 GRAPE ST	S60 LT 12 & N16 OF LT 11 183 1 OT ABL	2733	257	
302 GRAPE ST	E125 N110 1/20LT 1 183 OT ABL 1	1168		
305 GRAPE ST	W1/2 LTS 7-8 & S10 W1/2 LT 9 152 OT ABL	1751	794	
126 GREEN ST	OAKWOOD ADDN, BLOCK 11, LOT N130 E118			
242 GREEN ST	OAKWOOD ADDN, BLOCK 6, LOT S197.39 FT OF E115 FT			
150 HICKORY ST	OT ABILENE, BLOCK 47, LOT ALL BLK 47 & E 10 OF ORANGE ST	2543	633	
200 KIRKWOOD ST	NORTH FIRST STREET ADDN, BLOCK B, LOT S 261.4'	2117	1	
110 MERCHANT ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-1, LOT 2	2220	517	
112 MERCHANT ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-1, LOT 3	1805	762	
126 MERCHANT ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-1, LOT S42 FT LT 5 & ALL 4			14085
140 MERCHANT ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-1, LOT 6 & N11 LT 5	2681	417	
150 MERCHANT ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-1, LOT LTS 7-8	3092	352	
208 MERCHANT ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-4, LOT 1-2 & S37 LT 3	2708	541	
224 MERCHANT ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-4, LOT N13 LT 3 & S49 LT 4	1403	304	
225 MERCHANT ST	N41 OF LT 6 & S12 OF LT 5 183 1 PHILLIPS ABL OT			7482
233 MERCHANT ST	N41 FT OF LT 5 183 1 PHILLIPS ABL OT	1490	18	
241 MERCHANT ST	3-4 183 1 PHILLIPS OT ABL	2569	572	
246 MERCHANT ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-4, LOT 5 & N1 LT 4 & S19 LT 6	2414	16	
248 MERCHANT ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-4, LOT N31 LT 6 & ALL LT 7 & 8			12723
140 MULBERRY ST	1 THRU 7 154 O T ABL			
140 MULBERRY ST	1 THRU 7 154 O T ABL			
141 MULBERRY ST	OT ABILENE, BLOCK 118, LOT W1/2 OF LTS 16 17 18	3198	662	

**North First Street Corridor Municipal Setting Designation (MSD) - Property List**

<b>Property Address</b>	<b>Legal Description</b>	<b>VOLUME</b>	<b>PAGE</b>	<b>DEED #</b>
220 MULBERRY ST	OT ABILENE, BLOCK 153, LOT 102 REP			10854
248 MULBERRY ST	OT ABILENE, BLOCK 153, LOT 101 REP	2	366-C	14740
1450 N 1ST ST	OT ABILENE, BLOCK 79, LOT S60 4-5-6-7			13764
1450 N 1ST ST	OT ABILENE, BLOCK 79, LOT 8-11			13764
1482 N 1ST ST	OT ABILENE, BLOCK 79, LOT 12-13-14-15	2716	347	
1518 N 1ST ST	OT ABILENE, BLOCK 118, LOT 4 TO 11	2099	86	
1548 N 1ST ST	OT ABILENE, BLOCK 118, LOT 12 TO 15	2379	676/696	
1634 N 1ST ST	8,9,10,11 BLK 154 OT ABL	2542	499	
1642 N 1ST ST	LTS 12-13-14-15 154 OT ABL	3380	728	
1702 N 1ST ST	S81 OF E115.70 LESS E10 OF S80 183 2 OT ABL	3306	350	
1718 N 1ST ST	W70 E194 S127 183 2 OT ABL	2846	27	0
1720 N 1ST ST	GORSUCH OF BLK 183 OT, BLOCK A, LOT 101 REP	1306	421	
1734 N 1ST ST	203 183 1 & 2 OT KEBBLE THOMPSON REPLT			17363
1740 N 1ST ST	102 183 2 ABL OT THOMPSON REPLAT	2732	588	
1818 N 1ST ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-1, LOT 1			6210
1842 N 1ST ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-1, LOT LTS 13 THRU 16	3130	204	
1902 N 1ST ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-2, LOT E60 LTS 1-2			
1918 N 1ST ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-2, LOT W80 FT LTS 1-2	2970	780	
1926 N 1ST ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-2, LOT E50 LTS 15-16 & S40 E50 LT 14	1529	161	
1940 N 1ST ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-2, LOT W90 LT16 & W90 S28 LT15	3130	95	
2002 N 1ST ST	R A MC DANIEL, BLOCK A, LOT PT 1 REP, ACRES .894			4386
2074 N 1ST ST	R A MC DANIEL, BLOCK A, LOT PT 1 REP			23228
2102 N 1ST ST	MISNER OF MC DANIEL OF B23 HARRIS, BLOCK B, LOT 1-2	2914	78	0
2150 N 1ST ST	MISNER, BLOCK C, LOT 1-9			16833
2200 N 1ST ST	NORTH FIRST STREET ADDN, BLOCK A, LOT ALL			1130
2300 N 1ST ST	NORTH FIRST STREET ADDN, BLOCK C, LOT ALL	1491	708	
2402 N 1ST ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT 104	2568	214	
2442 N 1ST ST	HORTON & WILLIAMS OF PECAN PK, BLOCK 4, LOT 105 REPLAT	3217	860	
2500 N 1ST ST	HORTON & WILLIAMS OF HARRIS, BLOCK 2, LOT 5-6 LESS E28 & LESS W2.5			7726
2542 N 1ST ST	HORTON & WILLIAMS OF HARRIS, BLOCK 2, LOT 7-8 & W/2 LT 5 & 6	2540	223	
2626 N 1ST ST	OAKWOOD ADDN, BLOCK 12, LOT 101 REPLAT	2355	457	
2634 N 1ST ST	OAKWOOD ADDN SEC 1, BLOCK 12, LOT W111.74	2355	457	
2702 N 1ST ST	OAKWOOD ADDN, BLOCK 11, LOT E120.78 S140	3212	592	
2718 N 1ST ST	OAKWOOD ADDN, LOT 1, REP OF W125 S1/2 BLK 11	1381	663	
2802 N 1ST ST	OAKWOOD ADDN, BLOCK 10, LOT 202, REP	3163	52	
2810 N 1ST ST	OAKWOOD ADDN, BLOCK 10, LOT W45.78 E195.78 S140			
2818 N 1ST ST	OAKWOOD ADDN, BLOCK 10, LOT W50 S140			
2960 N 1ST ST	OAKWOOD ADDN, BLOCK 9, LOT ALL	2350	540	
3010 N 1ST ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 21, LOT 317.5 X 302.3 X 290 OF 4	2139	826	
3102 N 1ST ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 21, LOT 300 X 290 LT 3	1544	7830	
3202 N 1ST ST	OAKWOOD ADDN SEC 2, BLOCK 18, LOT E310 LT 4 REP LTS 4-15 & 19-21, CONT			17680
3210 N 1ST ST	OAKWOOD ADDN SEC 2, BLOCK 18, LOT W70 E380 S280 LT 4			17680
3214 N 1ST ST	OAKWOOD ADDN SEC 2, BLOCK 18, LOT W25 E405 LT 4, REP	404	86	
3244 N 1ST ST	OAKWOOD ADDN SEC 2, BLOCK 18, LOT W130.5 E535.1 LT 4			
3349 N 1ST ST	OAKWOOD ADDN SEC 2, BLOCK 20, LOT ALL			
3366 N 1ST ST	OAKWOOD ADDN SEC 2, BLOCK 18, LOT W90.1 E614 LT 4			
3370 N 1ST ST	OAKWOOD ADDN SEC 2, BLOCK 18, LOT W45 E659 LT 4			
3388 N 1ST ST	OAKWOOD ADDN SEC 2, BLOCK 18, LOT E31.7 W361.2 LT 4			
3396 N 1ST ST	OAKWOOD ADDN SEC 2, BLOCK 18, LOT E101 W329.9 LT 4	2456	789	
3398 N 1ST ST	OAKWOOD ADDN SEC 2, BLOCK 18, LOT W228.9 S160.9 LT 4	2456	789	
3401 N 1ST ST	WESTWOOD PLAZA, BLOCK 2, LOT E150 LT 1	3341	197	
3402 N 1ST ST	WESTWOOD PLAZA, BLOCK 1, LOT S216.4 E200 LT 1			
3409 N 1ST ST	WESTWOOD PLAZA, BLOCK 2, LOT W70 E220 LT 1	2456	789	
3410 N 1ST ST	WESTWOOD PLAZA, BLOCK 1, LOT W72 X 290 E290 REPLAT			
3417 N 1ST ST	WESTWOOD PLAZA, BLOCK 2, LOT W53.9 E274.6 OF 1			16287
3419 N 1ST ST	WESTWOOD PLAZA, BLOCK 2, LOT W68.2 E342.9 LT 1			16287
3420 N 1ST ST	WESTWOOD PLAZA, BLOCK 1, LOT W98 X 290 E390 REPLAT			
3422 N 1ST ST	WESTWOOD PLAZA, BLOCK 1, LOT W30 S151 E420 LT 1			
3424 N 1ST ST	WESTWOOD PLAZA, BLOCK 1, LOT W17.5 S151 E437.5 LT 1			
3428 N 1ST ST	WESTWOOD PLAZA, BLOCK 1, LOT W17.5 S151 E455 FT LT 1			
3432 N 1ST ST	WESTWOOD PLAZA, BLOCK 1, LOT W30 S151 E485 LT 1			
3433 N 1ST ST	WESTWOOD PLAZA, BLOCK 2, LOT W55 E397.9 LT 1			
3437 N 1ST ST	WESTWOOD PLAZA, BLOCK 2, LOT W137.7 E536.6 OF 1 REP	2985	720	
3440 N 1ST ST	WESTWOOD PLAZA, BLOCK 1, ACRES 4.25			
3443 N 1ST ST	WESTWOOD PLAZA, BLOCK 2, LOT E120 W270 OF 1 REP			
3444 N 1ST ST	WESTWOOD PLAZA, BLOCK 1, LOT PT OF 1, ACRES 4.03			19860
3490 N 1ST ST	WESTWOOD PLAZA, BLOCK 1, LOT PRT			
3509 N 1ST ST	WESTWOOD PLAZA, BLOCK 2, LOT W 150 OF LT 1 & LT 2 REPLAT, ACRES 1.078			17548
3510 N 1ST ST	WESTWOOD PLAZA, BLOCK 1, LOT .102 AC LT 1 BEING 4,482 SQ FT			
3512 N 1ST ST	WESTWOOD PLAZA, BLOCK 1, LOT 36 X 50 LT 1			

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3514 N 1ST ST	WESTWOOD PLAZA, BLOCK 1, LOT 50.3 X 81.9 FT OUT SW PT LT 1			
3517 N 1ST ST	WESTWOOD PLAZA, BLOCK 2, LOT 103 REP			1727
3520 N 1ST ST	WESTWOOD PLAZA, BLOCK 1, LOT S155 LT 103 REP			
3525 N 1ST ST	WESTWOOD PLAZA, BLOCK 2, LOT 104 REP			1727
3533 N 1ST ST	WESTWOOD PLAZA, BLOCK 2, LOT 105 REP			
3535 N 1ST ST	WESTWOOD PLAZA, BLOCK 2, LOT 107 REP			
3541 N 1ST ST	WESTWOOD PLAZA, BLOCK 2, LOT 106 REP			
3602 N 1ST ST	WESTWOOD PLAZA, BLOCK 3, LOT LOT 1			5076 5077
3650 N 1ST ST	COX SUBDIVISION, LOT 2			7116
3702 N 1ST ST	COX SUBDIVISION, LOT 1			
3811 N 1ST ST	TURNBULL REPLAT COMMERCE HEIGHTS, BLOCK A SEC 2, LOT 1	3363	508	
3814 N 1ST ST	COMMERCE HEIGHTS SEC 2, BLOCK 2, LOT A, ACRES .485	1431	812	
3849 N 1ST ST	COMMERCE HEIGHTS SEC 2, BLOCK 1, LOT E200 W350			
3889 N 1ST ST	COMMERCE HEIGHTS SEC 2, BLOCK 1, LOT 102, REP OF 20.27 AC	3325	881	
3900 N 1ST ST	COMMERCE HEIGHTS SEC 2, BLOCK 2, LOT PT OF A & C			
3901 N 1ST ST	COMMERCE HEIGHTS SEC 2, BLOCK 12 & 13			
4001 N 1ST ST	COMMERCE HEIGHTS SEC 2, BLOCK 4, LOT E100	2457	575	
4025 N 1ST ST	COMMERCE HEIGHTS SEC 2, BLOCK W50 OF 4 & E80 OF 5			15982
4033 N 1ST ST	COMMERCE HEIGHTS SEC 2, BLOCK 6 & W20 OF 5	2730	465/469/473	
4047 N 1ST ST	COMMERCE HEIGHTS SEC 2, BLOCK 7	2616	575	
4101 N 1ST ST	EDWARDS ADDN, BLOCK 1, LOT 1 & E5 OF 2	2147	82	
4111 N 1ST ST	EDWARDS ADDN, BLOCK 1, LOT W45 OF 2 & E32.5 OF 3	2846	668	0
4113 N 1ST ST	EDWARDS ADDN, BLOCK 1, LOT W28 OF 3	2633	341	
4115 N 1ST ST	EDWARDS ADDN, BLOCK 1, LOT 4			81
4123 N 1ST ST	EDWARDS ADDN, BLOCK 1, LOT 5,6,7	2313	796	
4131 N 1ST ST	EDWARDS ADDN, BLOCK 1, LOT 8 & 9			3999
4135 N 1ST ST	PARK PLAZA SEC 3, BLOCK 1, LOT 1			
4143 N 1ST ST	PARK PLAZA SEC 3, BLOCK 1, LOT 2 CONT 1	2501	517	
4201 N 1ST ST	PARK PLAZA SEC 2, BLOCK Z, CONT 10	2018	416	
4223 N 1ST ST	PARK PLAZA SEC 2, BLOCK Y, CONT 9, ACRES 1.206			1624
4231 N 1ST ST	MEADOWS SUB, BLOCK 1, LOT 1	1530	456	
4235 N 1ST ST	PARK PLAZA SEC 2, BLOCK R, CONT 4	2002	619	
4241 N 1ST ST	PARK PLAZA SEC 2, BLOCK Q, LOT 1 CONT 2	2025	958	
4343 N 1ST ST	PARK PLAZA SEC 2, BLOCK S, CONT 4	1366	647	
4501 N 1ST ST	GOODNIGHT GARDENS, BLOCK 7, LOT 50X150			1976
4509 N 1ST ST	PARK PLAZA SEC 2, BLOCK T, CONT 5			1976
4525 N 1ST ST	PARK PLAZA SEC 2, BLOCK U, CONT 6, ACRES .517	3307	391	
4541 N 1ST ST	PARK PLAZA SEC 2, BLOCK V, BEING 200 X 150 CONT 7			2804
4549 N 1ST ST	PARK PLAZA SEC 2, BLOCK W, BEING 150 X150 CONT 7			7455
4601 N 1ST ST	PARK PLAZA SEC 2, BLOCK X, CONT 8, ACRES .585	1404	535	
4609 N 1ST ST	PARK PLAZA SEC 1, LOT 2 & 3 & E75 OF LT 1 CONT 2			
4625 N 1ST ST	PARK PLAZA SEC 1, LOT W255 OF LT 1 CONT 2			9886
5125 N 1ST ST	ABILENE PLAZA SEC 4, BLOCK 22, LOT E PT	2037	835	
5201 N 1ST ST	GOODNIGHT GARDENS, BLOCK 19, ACRES .475	2542	105	
5201 N 1ST ST	ABILENE PLAZA SEC 4, BLOCK 22, LOT W32	2542	105	
5301 N 1ST ST	ABILENE PLAZA SEC 4, LOT 1, CONT, ACRES 2.008			583
5401 N 1ST ST	ABILENE PLAZA SEC 4, LOT 1, 2ND CONT			17965
5425 N 1ST ST	ABILENE PLAZA SEC 4, LOT 2, 2ND CONT	1834	867	
5501 N 1ST ST	ABILENE PLAZA SEC 4, BLOCK A, LOT 104, REP, CONT 3	2059	108	
5505 N 1ST ST	ABILENE PLAZA SEC 4, BLOCK A, LOT 3, CONT 3	1499	521	
5509 N 1ST ST	ABILENE PLAZA SEC 4, BLOCK A, LOT 2, CONT 3	2227	499	
5513 N 1ST ST	ABILENE PLAZA SEC 4, BLOCK A, LOT 1, CONT 3	2227	499	
5517 N 1ST ST	ABILENE PLAZA SEC 3, BLOCK 1	2115	247	
1442 N 2ND ST	OT ABILENE, BLOCK 78, LOT 4-10			
1341 N 2ND ST	OT ABILENE, BLOCK ALL BLK 48, LOT 1-18			
1425 N 2ND ST	OT ABILENE, BLOCK 79, LOT E45 LTS 16,17,18	3171	809	
1443 N 2ND ST	OT ABILENE, BLOCK 79, LOT W95 LTS 16,17,18	2493	218	
1502 N 2ND ST	OT ABILENE, BLOCK 117, LOT E1/2 4-5-6	1612	786	
1518 N 2ND ST	OT ABILENE, BLOCK 117, LOT W70 LTS 4 5 & 6	1784	546	
1546 N 2ND ST	OT ABILENE, BLOCK 117, LOT 8	1180		
1546 N 2ND ST	OT ABILENE, BLOCK 117, LOT 9	1180		
1546 N 2ND ST	OT ABILENE, BLOCK 117, LOT 7	1180		
1549 N 2ND ST	OT ABILENE, BLOCK 118, LOT E1/2 LTS 16 17 & 18			
1610 N 2ND ST	OT ABILENE, BLOCK 153, LOT 106 REP, ACRES .273	2	375-A	6673
1629 N 2ND ST	E65 FT LTS 16-17-18 154 OT ABL	2272	348	
1717 N 2ND ST	W50 X 88 TR 88 X 140 183 OT ABL OUTLOT 2			6915
1725 N 2ND ST	W60 E200 N118 183 2 ABL OT	3385	769	
1734 N 2ND ST	5 183 1-2 KEEBLE ABL OT	1426	691	
1741 N 2ND ST	204 183 1 & 2 OT KEEBLE THOMPSON REPLT	3077	709	
1742 N 2ND ST	6 183 1-2 KEEBLE ABL OT	3251	453	

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1750 N 2ND ST	7 & E14 8 183 1-2 KEEBLE OT ABL	2985	387	
1766 N 2ND ST	9 & W33 LT 8 & SW 12 X800F LT6 183 1 KEEBLE OT ABL LT 6 PHILLIPS	3357	353	
1830 N 2ND ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-4, LOT E1/2 LTS 15-16			2063
1841 N 2ND ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-1, LOT 9	2810	237	0
1842 N 2ND ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-4, LOT W1/2 LTS 15-16	2822	534	0
1917 N 2ND ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-2, LOT 7 & 8			14038
1933 N 2ND ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-2, LOT E82 LTS 9-10			8257
1934 N 2ND ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-3, LOT E69 LT 14-15-16	1502	214	
1941 N 2ND ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-2, LOT W82 FT LTS 9-10	1285	823	
1942 N 2ND ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-3, LOT W100 LTS 14-15-16			16839
2041 N 2ND ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT E119 LT26&E119N60 LT27 & 40X150 OF LT1	2419	448	
2042 N 2ND ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT 18 & 19	2716	285	
2050 N 2ND ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT 17	2509	743	
2058 N 2ND ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT 16	2809	50	0
2066 N 2ND ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT 14-15	2021	439	
2074 N 2ND ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT S115 OF LTS 12-13	2343	411	
2083 N 2ND ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT N150 24W21.5 26 25W162.5N60 27			10911
2130 N 2ND ST	MISNER, BLOCK D, LOT 101,102,&N113.7 S253.7 & W50 N146.5			1130
2300 N 2ND ST	NORTH FIRST STREET ADDN, BLOCK D LESS .07 AC NE PRT, LOT ALL	2197	702	
2626 N 2ND ST	OAKWOOD ADDN, BLOCK 5, LOT APPROX S220 FT	3094	496	
2802 N 2ND ST	OAKWOOD ADDN, BLOCK 7, LOT S148.08 E110.39			15020
2809 N 2ND ST	OAKWOOD ADDN, BLOCK 10, LOT E95.78 N130 LT 10	2350	540	
2817 N 2ND ST	OAKWOOD ADDN, BLOCK 10, LOT 101 REP	2377	661	
2902 N 2ND ST	OAKWOOD ADDN, BLOCK 8, LOT S110.89 OF E/2 OF	2553	496	
1541 N 3RD ST	OT ABILENE, BLOCK 117, LOT W90 LT 10-11-12 & S25 E50 LT10	1785	188	
1624 N 3RD ST	SW COR TRIANGLE OF LT 6 152 OT ABL	1367	492	
1626 N 3RD ST	E1/2 OF LT 7 & PRT E1/2 8-9 152 OT ABL	1399	163	
1635 N 3RD ST	E 1/2 OF LTS 11-12 153 OT ABL	3354	388	
1641 N 3RD ST	W 1/2 LTS 11-12 153 OT ABILENE	2178	270	
1711 N 3RD ST	W70 E195 N110 OF LT 12 183 1 OT ABL			1217
1725 N 3RD ST	W60 OF N110 OF LT 12 183 1 ABILENE OT	2458	542	
1733 N 3RD ST	LOT 101 183 1 PHILLIPS OT ABL REPLAT	1731	119	
1737 N 3RD ST	W50 E127 LTS 1 & 2 183 1 PHILLIPS ABL OT	2236	423	
1741 N 3RD ST	OT ABILENE, BLOCK 183, LOT E67-1/3 OF W129 OF 1&2, OUTLOT 1,PHILLIPS			21074
1745 N 3RD ST	OT ABILENE, BLOCK 183, LOT W61-2/3 OF 1 & 2, OUTLOT 1, PHILLIPS			8767
1829 N 3RD ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-4, LOT E1/2 LTS 9-10-11	3172	937	
1841 N 3RD ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-4, LOT W1/2 LTS 9-10-11	2494	141	
1941 N 3RD ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-3, LOT 9-11	3202	24	
2025 N 3RD ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT 4 & 5	2112	823	
2041 N 3RD ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT 6-7	2341	916	
2057 N 3RD ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT 8&E1/2 LT 9	1407	711	
2065 N 3RD ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT 10 & W1/2 LT 9			21348
2073 N 3RD ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT E1/2 N140 OF LT 11			5128
2081 N 3RD ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT W1/2 OF N140 LT 11	3400	497	
2125 N 3RD ST	MISNER, BLOCK D, LOT E50 N140	3248	386	
2133 N 3RD ST	MISNER, BLOCK D, LOT W50 E110 N150	2849	107	0
2501 N 3RD ST	HORTON & WILLIAMS OF HARRIS, BLOCK 1, LOT 1-5	3378	361	
2601 N 3RD ST	OAKWOOD ADDN, BLOCK 5, LOT W206.1 OF			
2701 N 3RD ST	OAKWOOD ADDN SEC 1, BLOCK 6, LOT N205 E/2 OF			
2801 N 3RD ST	OAKWOOD ADDN SEC 1, BLOCK 7, LOT N100 E110			17322
2903 N 3RD ST	OAKWOOD ADDN, BLOCK 8, LOT N86.43 E1/2	1736	749	
3001 N 3RD ST	OAKWOOD ADDN SEC 2, BLOCK 19, LOT E285 CONT, ACRES 2.266			4948
3385 N 3RD ST	OAKWOOD ADDN SEC 2, BLOCK 18, LOT 2, REP			
3517 N 6TH ST	ZIEDER ZIE SUB, BLOCK 1, LOT ALL 1 OF E330 OUT NE COR 1	1638	126	
3525 N 6TH ST	WESTWOOD PLAZA, BLOCK 1, LOT 120 X 150 FT LT 1 NE PRT			
3545 N 6TH ST	ABILENE U-STOR SUB, BLOCK 1, LOT 104, ACRES 3.89	2904	800-808	0
3661 N 6TH ST	WESTWOOD PLAZA, BLOCK 1, LOT 101 REPLAT	1690	126	
409 N LEGGETT DR	COMMERCE HEIGHTS SEC 2, BLOCK 2, LOT B, ACRES .98	2002	847	
501 N LEGGETT DR	COMMERCE HEIGHTS SEC 2, BLOCK 2, LOT C, ACRES .821	2604	473	
200 N MOCKINGBIRD LN	OAKWOOD ADDN, BLOCK 8, LOT S50 N150 W130.2			
201 N MOCKINGBIRD LN	OAKWOOD ADDN, BLOCK 8, LOT S100 W130.2			6963
209 N MOCKINGBIRD LN	OAKWOOD ADDN, BLOCK 8, LOT N83 OF S183 W130			
249 N MOCKINGBIRD LN	OAKWOOD ADDN, BLOCK 8, LOT N100 W130.2	1939	559	
102 N PIONEER DR	PARK PLAZA SEC 2, BLOCK R, LOT 100 X 150.5 CONT 3	2155	433	
149 N WILLIS ST	OAKWOOD ADDN SEC 2, BLOCK 18, LOT N69.1 W150 LT 4	2564	988	
149 N WILLIS ST	OAKWOOD ADDN SEC 2, BLOCK 18, LOT N69.1 E130 LT 4	2564	988	
279 N WILLIS ST	OAKWOOD ADDN SEC 2, BLOCK 18, LOT S65 LT 1 REP BLK 18			
280 N WILLIS ST	WESTWOOD PLAZA, BLOCK 1, LOT S90 N777.9 E200 LT 1			
281 N WILLIS ST	OAKWOOD ADDN SEC 2, BLOCK 18, LOT N75 LT 1 REP CONT			
118 ORANGE ST	OT ABILENE, BLOCK 79, LOT N70'LT 4-5-6-7			18493

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128 ORANGE ST	OT ABILENE, BLOCK 79, LOT 3			18493
136 ORANGE ST	OT ABILENE, BLOCK 79, LOT L2 LESS NE20X70			18493
144 ORANGE ST	OT ABILENE, BLOCK 79, LOT NE 20 X 70 LT 2	2744	535	
150 ORANGE ST	OT ABILENE, BLOCK 79, LOT 1	2117	336	
226 ORANGE ST	OT ABILENE, BLOCK 78, LOT 3	2557	543	
135 SHELTON ST	HORTON & WILLIAMS OF HARRIS, BLOCK 2, LOT 4, 9 & S40 LT 3 & 10	1622	32	
145 SHELTON ST	HORTON & WILLIAMS OF HARRIS, BLOCK 2, LOT 1-2 & 11-12 & N10 LT 10 & 3			16002
201 SHELTON ST	HORTON & WILLIAMS OF HARRIS, BLOCK 1, LOT 6-15	3267	923	
201 SHELTON ST	HORTON & WILLIAMS OF HARRIS, BLOCK 1, LOT 6-15	3267	923	
117 VICTORIA ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-2, LOT W90 N22 15 & W90 N100E50 14	3130	95	
125 VICTORIA ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-2, LOT 13	1423	753	
133 VICTORIA ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-2, LOT 12	3118	845	
141 VICTORIA ST	OT ABILENE BLK 206 CRAFT, BLOCK 2-2, LOT 11	3118	845	
210 VICTORIA ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT S PT LT 20 & S100 LT 21-23			10323
217 VICTORIA ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-3, LOT 13	2530	614	
218 VICTORIA ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT N80 LT 21-22-23			10534
218 B VICTORIA ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT N PT 20			10534
219 VICTORIA ST	OT ABILENE BLK 206 THOMAS, BLOCK 1-3, LOT 12			6830
222 VICTORIA ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT S75 LTS 1-2-3			5467
258 VICTORIA ST	HARRIS ADDN OUTLOT 1 BARRETT OF HARRIS, BLOCK 23, LOT N125 LTS 1-2-3	2908	481	0
201 WESTMORELAND ST	HORTON & WILLIAMS OF PECAN PK, BLOCK 4, LOT N PT OF LTS 1-2-3	2568	214	
115 WESTWOOD DR	WESTWOOD PLAZA, BLOCK 1, LOT N53.3 LT 103			
222 WESTWOOD DR	WESTWOOD PLAZA, BLOCK 3, LOT 2			18302
300 WESTWOOD DR	WESTWOOD PLAZA, BLOCK 3, LOT 3			
301 WESTWOOD DR	WESTWOOD PLAZA, BLOCK 1, LOT .543 AC LT 1 TR 8			
401 WESTWOOD DR	SAMBOS RESTAURANT INC, BLOCK 1, LOT ALL, ACRES 0.64	1289	444	
598 WESTWOOD DR	WESTWOOD PLAZA, BLOCK 3, LOT 4			8394
	E47 OF S12 LT 6 183 1-PHILLIPS SUB OT ABL	1426	691	
	E61 FT W141 S12 LT 6 183 1-PHILLIPS OT ABL			
	W47FT E94 S12 LT 6 183 1-PHILLIPS SUB OT ABL	3251	453	
	HORTON & WILLIAMS OF HARRIS, BLOCK 2, LOT E28 FT LT 5 & 6			

**City Council  
Agenda Memo**



**City Council  
Meeting Date: September 22, 2011**

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

**FROM: Mike Perry, Assistant Chief of Police**

**SUBJECT: Award of sales quote #APD118.2 (attached) to Coban Technologies for the purchase of 20 digital video systems.**

**GENERAL INFORMATION**

This quote is for the purchase of 20 additional digital video systems (DVS) to complete the Department's transition from antiquated, analog mobile video recorders (MVR). It includes 16 replacement systems for police sedans and 4 systems for police motorcycles. Previously, the motorcycles did not have either MVR or DVS capability. The Department currently has 41 Coban DVS systems in its inventory which have been very successful in documenting, preserving and retrieving officer involved activities.

**SPECIAL CONSIDERATIONS**

Because this quote is for system components, it is a sole source purchase. No other vendor can supply DVS systems which would be compatible with our existing Coban hardware and software systems.

**FUNDING/FISCAL IMPACT**

This purchase is partially funded by grant and budgeted patrol funding. The total cost of this quote is \$99,913.00 with grant funding accounting for approximately \$29,000.00 of the total cost.

**STAFF RECOMMENDATION**

Staff recommends the approval of this purchase.

**ATTACHMENTS**

Sales quote #APD118.2

Prepared by:

Name Mike Perry

Title Assistant Chief of Police

Item No. 6.9

Disposition by City Council

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

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





12503 Exchange Dr., Ste.536  
 Stafford, Texas 77477  
 281.277.8288

## Sales Quote

Quote #	Date
APD118.2	9/13/2011

**Bill To:**  
 Agency **Abilene Police Department**  
 Address **450 Pecan**  
 City,State **Abilene, Texas**  
 Contact

**Ship To:**

Sales Representative	Terms	FOB Point	Quotation Expiration
LaMonica Archer	NET 30 DAYS		30 DAYS

Part Number	Description	List Price	Quantity	Total
<b>Coban In-Car Systems</b>				
SYSG2-SCSM	TopCam Gen 2 - 6.4" Monitor System Single Camera & Microphone CPU Module: 1.6GHz P-Mobile, 512MB RAM 6.4" Touchscreen Monitor Smart Power Supply 40 GB Internal Hard Drive 40 GB Removable HDD Sony Digital Camera- Front facing only, Color Wireless Transmitter/Receiver Covert Backseat microphone Internal 802.11 a/g wireless card	\$ 3,500.00	16	\$ 56,000.00
WLIC-01	DVMS Software License Fee / In-Car Unit	\$ 250.00	16	\$ 4,000.00
<b>In-Car Equipment &amp; Options</b>				
SCOPT-01	GPS	\$ 250.00	16	No charge
SCOPT-02	MDT Integration	\$ 100.00		
SCOPT-03	Dual Microphone Receiver Module (Receiver Only)	\$ 395.00		\$ -
SCOPT-04	Crash Sensor	\$ 250.00		\$ -
SCOPT-05	Gigatek Card Reader	\$ 150.00		\$ -
SCOPT-09	Detached Wide Angle IR Camera (includes 1 - 12ft extension)	\$ 185.00	16	\$ 2,960.00
SCOPT-10	Radar Integration (Radar type must be confirmed, pd must provide cable and or interface components)	\$ 150.00		\$ -
SCOPT-30	Coban ALPR	CALL		
SCOPT-32	Noptic Thermal Camera Interface	\$ 195.00		\$ -
SYSTS-01	Tech Support Kit	\$ 495.00		\$ -
<b>Coban Mounting</b>				
MAT2-01	T2 Standard Mounting Set	\$ 0.00	16	\$ 0.00
MAT2-02	T2 Mounting for Charger and Magnum (need MAT2-01 also)	\$ 150.00		\$ -
MAT2-03	T2 Mounting for 07 and newer Impala (need MAT2-01 also)	\$ 75.00		\$ -
MAT2-05	T2 - Mounting for Tahoe (need MAT2-01 also)	\$ 145.00		\$ -
MZCPU-02	CPU and Power Supply Piggy Back mount (for trunk mounting only, SCOPT-19 must also be selected)	\$ 75.00		\$ -
SCOPT-19	Trunk Mount Cable Extension Package	\$ 90.00		\$ -
<b>Additional / Optional Equipment / Spares</b>				
SCPKB-01	Package B ( Transmitter )	\$ 335.00		\$ -
SCPKB-014	Transmitter Antenna	\$ 12.00		\$ -
SCPKB-013	Lapel mic with LEMO	\$ 45.00		\$ -
SCPKB-012	Lithium Ion Battery	\$ 20.00		\$ -
SCPKB-019	Microphone - Leather Pouch	\$ 20.00		\$ -
SCMH-4018T	40GB Removable HDD	\$ 350.00		\$ -
SCMR-01	Complete Sony 11A Camera w/o IR	\$ 670.00		\$ -



SCMR-02	Complete Sony 11A Camera w/ IR	\$ 845.00		\$ -
<b>Hardware</b>				
SCOPT20	Fixed Wireless-External Antenna (per vehicle)	\$ 150.00		\$ -
SCOPT-21	Shark Fin 2.4 / 4.9 fixed (per vehicle) new deployments	\$ 185.00		\$ -
SCOPT-14	Visor Mount Ethernet Port (per vehicle)	\$ 50.00		\$ -
WIR-10	CAT 6 w/ Retractable Housing	\$ 495.00		\$ -
BMIS-00	Mobile HDD Up-Load Stand	\$ 175.00		\$ -
BMIS-07	Removable Hard Drive - Multi Upload Cradle (4 HDD)	\$ 950.00		\$ -
SCAA-00	10 Mic Charging Station	\$ 495.00		\$ -
LSRVC-03	Project Management Fee / Hr.	\$ 75.00	16	\$ 1,200.00
<b>Shipping</b>				
LSHIP-01	Shipping per unit cost (EDGE )	\$ 50.00	16	\$ 800.00
LSHIP-03	Shipping (ALPR, Server, LTO, Auto-DVD, etc)			\$ -
<b>Warranty / Service</b>				
WARR-T23	TopCam G2- Second Warranty (Includes DVMS Annual License Fee & Standard 1st yr. Manufacturers Warranty)	\$ 350.00	16	\$ 5,600.00
<b>EDGE Motorcycle Recording Solution</b>				
SYSED-01	TopCam EDGE Motorcycle- 3.5" Monitor System Single Camera & Microphone Smart Power Monitoring and UPS 32 GB Internal SSD (Solid State Drive) 32 GB Removable SSD (Solid State Drive) Digital Bullet Camera- Front facing only, Color Wireless Transmitter/Receiver GPS Internal 802.11 a/g/n wireless card(optional WiMax) One RFID ID Card One Year Limited Warranty	\$ 5,075.00	4	\$ 20,300.00
<b>MOTORCYCLE BACK OFFICE HARDWARE</b>				
BMIS-10	RFID Cards for Motorcycle	\$ 12.00	4	\$ 48.00
BMIS-09	RFID Issuer for Motorcycle RFID cards	\$ 225.00	1	\$ 225.00
<b>MOTORCYCLE OPTIONAL EQUIPMENT</b>				
SCOPT-24	Wireless - Motorcycle 2.4GHz antenna	\$ 295.00	4	\$ 1,180.00
SCMR-14	Motorcycle Digital Bullet Camera	\$ 250.00		\$ -
<b>MOTORCYCLE MOUNTING HARDWARE</b>				
MAED-05	EDGE Harley RoadKing Package	\$ 250.00		\$ -
MAED-06	EDGE BMW 1150/1200 Package	\$ 250.00		\$ -
MAED-07	EDGE Honda ST 1300 Package	\$ 250.00		\$ -
MAED-08	EDGE Harley Package-Other	\$ 500.00	4	\$ 2,000.00
MAED-09	EDGE BMW Package-Other	\$ 500.00		\$ -
MAED-10	EDGE Motorcycle Custom Package	\$ 700.00		\$ -
<b>MOTORCYCLE Installation</b>				
<b>Installation/Installation Training prices are based on one day training course (s). An additional charge of \$1000.00 per day will need to be added for additional day.</b>				
LINST-01	<b>Option 1</b> -Motorcycle Hardware Installation / Car - Coban certified personnel to install equipment on site. Charge includes Travel, Lodging, etc. (Minimum charge of 3 car installation)	\$ 650.00	4	\$ 2,600.00
<b>MOTORCYCLE Standard Extended Hardware Warranty</b>				
WARR-EM2	TopCam EDGE Motorcycle - Second Year Extended Warranty	\$ 750.00	4	\$ 3,000.00
WARR-EM3	TopCam EDGE Motorcycle - Third Year Extended Warranty	\$ 950.00		\$ -

**Total \$ 99,913.00**



City Council  
Agenda Memo

TO: Larry D. Gilley, City Manager

City Council  
Meeting Date: 9/22/11

FROM: Mindy Patterson, Director of Finance

SUBJECT: Award of Bid – Uniform Rental Agreement

**GENERAL INFORMATION**

The purpose of this memo is to request approval of a Uniform Rental Agreement that is currently being utilized by various city departments. Staff is proposing to enter into a uniform rental agreement with Unifirst Corporation through the Local Government Purchasing Cooperative (Buyboard).

The City of Abilene has been under contract with Unifirst Corporation for the past five (5) years and has received excellent customer service. The new Buyboard contract will be for a period of three (3) years. The new contract unit prices will be equal or less than the current contract unit prices.

Other uniform companies on Buyboard contract either elected to provide uniform purchase only options or did not provide the best rental option.

**FUNDING/FISCAL IMPACT**

Funds for this agreement are to be provided by each department utilizing the uniform rental agreement.

**STAFF RECOMMENDATION**

It is recommended that award be to Unifirst Corporation, through the Local Government Purchasing Cooperative (Buyboard).

<p><b>Prepared By:</b></p> <p>Name Pascual Mirelez</p> <p>Title Purchasing Administrator</p>	<p>Item No. <u>6.10</u></p>	<p><b>Disposition by City Council</b></p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p><input type="checkbox"/> Other Ord/Res # _____</p> <p>_____</p> <p><b>City Secretary</b></p>
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City Council  
Agenda Memo

TO: Larry D. Gilley, City Manager

City Council  
Meeting Date: 9/22/11

FROM: Mindy Patterson, Director of Finance

SUBJECT: Award of Bid – Online Auctioneering Service Agreement

**GENERAL INFORMATION**

The purpose of this memo is to request approval of an Online Auctioneering Service Agreement that is currently being utilized by city departments. Staff is proposing to enter into an auctioneering service agreement with Rene Bates Auctioneers, Inc. through the Local Government Purchasing Cooperative (Buyboard).

The City of Abilene has been under contract with Rene Bates Auctioneers, Inc. for the past five (5) years and has received excellent online auctioneering service.

The new Buyboard contract will be for a period of one (1) year with automatic annual renewal by Rene Bates Auctioneers, Inc. and Buyboard.

The City of Abilene can elect not to continue the contract at the end of each period.

**FUNDING/FISCAL IMPACT**

The commission fee of 5% paid by the City to Rene Bates Auctioneers, Inc. is less than the regular 7.5% commission fee stated on the Buyboard contract.

**STAFF RECOMMENDATION**

It is recommended that award be to Rene Bates Auctioneers, Inc. through the Local Government Purchasing Cooperative (Buyboard).

<p><b>Prepared By:</b></p> <p><b>Name</b> Pascual Mirelez</p> <p><b>Title</b> Purchasing Administrator</p>	<p><b>Item No.</b> 6.11</p>	<p><b>Disposition by City Council</b></p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied</p> <p><input type="checkbox"/> Other Ord/Res # _____</p> <p>_____</p> <p><b>City Secretary</b></p>
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