

City Council
Agenda Memo



City Council
Meeting Date: 10-11-11

TO: Larry D. Gilley, City Manager
FROM: Megan R. Santee, Director of Public Works
SUBJECT: Street Use License Agreement with Alliance for Women & Children for Construction of the “Kaboom!” Community Playground

GENERAL INFORMATION

Alliance for Women & Children has submitted a Street Use License (SUL) application to close the 1000 block of Orange Street to assist with the building of the “Kaboom!” Community Playground on their property from 8:00 a.m. Thursday, November 3rd through 5:00 p.m. Saturday, November 5th, 2011. The applicant wishes to close Orange Street from the north right-of-way line of North 10th Street to the south right-of-way line of North 11th Street to through vehicular traffic during this time period in order to provide protection to build volunteers in the transport of supplies and equipment from the applicant’s parking lot (construction staging area) on the west side of Orange Street, across the street to the playground build site on the east side of Orange Street (also on applicant’s property). Food and medical tents for build volunteers will be set up in the street right-of-way. Ingress/egress to property owners, tenants and their guests on the permitted portion of Orange Street will be allowed throughout the approved period of street closure.

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 Alliance for Women & Children for construction of the “Kaboom!” Community Playground.

ATTACHMENTS

Street Use License Agreement, Short Term
Map

Prepared by: Name: <u>Travis McClure</u> Title: <u>Land Agent</u>	Item No. <u>6.1</u>	Disposition by City Council <input type="checkbox"/> Approved Ord/Res# <input type="checkbox"/> Denied _____ <input type="checkbox"/> Other _____ City Secretary
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THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT
SHORT TERM

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this ____ day of _____, A.D., 2011, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and Alliance for Women & Children 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 Orange Street from the north right-of-way line of North 10th Street to the south right-of-way line of North 11th 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:

Close the above described portion of Orange Street to through vehicular traffic in order to allow for safe transport of supplies and equipment, etc. from Licensee's parking lot (construction staging area) on the west side of Orange Street, across to Licensee's property on the east side of Orange Street in order to build a community playground. Food and medical tents for build volunteers will be set up in the street right-of-way. The primary purpose of this license is to provide protection to build volunteers from through vehicular traffic in the transport of supplies and equipment from the construction staging area on the west side of Orange Street, across the street to the playground build site.

II. Term of Agreement/Termination

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

From 8:00 a.m. Thursday, November 3, 2011 through 5:00 p.m. Saturday, November 5, 2011
(Ingress/Egress to property owners/residents on permitted portion of Orange Street will be allowed)

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

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

NAME OF LICENSEE:

Cellcare for Women: Children

By: Susan E
Signature

Susan Elaine Director of Analysis:
Printed Name and Title Planning

Business Address: 1350 N. 10th
Abilene, Tx 79601

**STREET USE LICENSE AGREEMENT WITH ALLIANCE FOR WOMEN & CHILDREN FOR
CONTROL OF VEHICULAR ACCESS TO ORANGE STREET BETWEEN N. 10TH & N. 11TH
STREETS FROM NOV. 3-5, 2011**

CONDITIONS AND COVENANTS

EXHIBIT A

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

1. Control of the permitted portion of street right-of-way may begin at 8:00 a.m., Thursday, November 3rd, 2011 and will end at 5:00 p.m., Saturday, November 5th, 2011.
2. **The Licensee shall submit a traffic control plan in compliance with the Texas Manual on Uniform Traffic Control Devices to the City of Abilene Traffic & Transportation Administrator (325-676-6279) for review by October 20, 2011.**
3. 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.
4. **All property owners/tenants who reside on Orange Street within the boundaries of the street closure, as well as their guests, shall be allowed ingress/egress to their property during the time of street closure. Licensee shall contact these property owners/tenants in advance of the closure date(s) to advise them of the planned closure and to make arrangements to accommodate their ingress/egress needs.**
5. The City shall retain the right to perform emergency work/repairs within the right-of-way during the time of street closure.
6. The Licensee shall designate an event command center and event contact person(s). This information, as well as contact phone numbers, shall be provided to the City Land Agent by November 1, 2011. During the event, an event contact person shall be on-site at all times.
7. 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, debris and materials after the event, and delivery of waste to the landfill.
8. **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.**

9. The Licensee shall maintain free of obstructions a fire apparatus access lane at least 20 feet in width from end-to-end of all street segments and an access path at least 10 feet in width from the fire apparatus access lane to all fire service appliances (fire hydrants, fire service connections to buildings, etc.) at all times.
10. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/18/2011

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: CJ Payne, CIC, ACSR PHONE (A/C, No, Ext): (325) 695-0222 FAX (A/C, No): (325) 695-0228 E-MAIL ADDRESS: cpayne@cbsins.com PRODUCER CUSTOMER ID#: 00019613	
INSURED Alliance for Women and Children 1350 N. 10th Abilene TX 79601		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co 18058 INSURER B: Texas Mutual Insurance Company 22945 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PHPK716777	6/9/2011	6/9/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK716777	6/9/2011	6/9/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000 PIP-Basic \$ 2,500
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB344254	6/9/2011	6/9/2012
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	TSF0001133615	7/9/2011	7/9/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is listed as additional insured with Waiver of Subrogation on the general liability policy listed above.

CERTIFICATE HOLDER **CANCELLATION**

City of Abilene and Civic Abilene, Inc. P.O. Box 60 Abilene, TX 79604	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 Miles Willis/TBAREF

Portion of Orange Street to be closed
(ingress/egress for property owners/residents
will be allowed)

Community Playground Build Site

Alliance for Women & Children
parking lot and staging area for
supplies and eqpt. during build

N. 10th St.

Orange St.

Alliance for Women & Children property (yellow)



City Council
Agenda Memo



City Council
Meeting Date: 10/11/11

TO: Larry D. Gilley, City Manager
FROM: Ronnie C. Kidd, Managing Director for Administration & 9-1-1 District Director
SUBJECT: Oral Resolution approving an Agreement between the City of Abilene and the Board of Managers for the 9-1-1 Emergency Communication District for the City to administer the 9-1-1 Program

GENERAL INFORMATION:

The Board of Managers for the Abilene/Taylor County 9-1-1 Emergency Communication District contracts with the City of Abilene for the administration of the 9-1-1 program, pursuant to V.T.C.A., Health and Safety Code, Section 772.307(c). The current agreement expired September 30, 2011.

SPECIAL CONSIDERATIONS:

The 9-1-1 Board of Managers considered and approved the attached five (5) year agreement in a public meeting on September 20, 2011.

FUNDING/FISCAL IMPACT:

All 9-1-1 District funds and activities are administered by the City of Abilene pursuant to the agreement between the Board of Managers and the City of Abilene. The 9-1-1 District will pay the City based on the approved budget for the district and as reflected in the City's approved budget.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement and the designation of the City Manager or his designee as the 9-1-1 Program Administrator.

ATTACHMENTS

Proposed Agreement through September 30, 2016.

Prepared by:

Name Mark L. Hoover

Title Asst Dir of Administrative Services

Item No. 6.2

Disposition by City Council

- Approved Ord/Res#
 Denied _____
 Other

City Secretary

STATE OF TEXAS

COUNTY OF TAYLOR

AGREEMENT TO ADMINISTER 911 PROGRAM

THIS AGREEMENT, made this 20th day of September, 2011, by and between the City of Abilene, Texas, a municipal corporation of Taylor and Jones Counties (hereinafter referred to as "CITY") and the BOARD OF MANAGERS for the 9-1-1 EMERGENCY COMMUNICATION DISTRICT (hereinafter referred to as "BOARD").

WITNESSETH:

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

I.

BOARD hereby employs CITY to administer the 9-1-1 Emergency Communication District of Taylor County, to serve and perform certain duties that at such times and places, and in such manner as may be required by the V.T.C.A. Health & Safety Code Sections 772.301 – 772.309, and as may be required by the BOARD, in furtherance of the purposes of the Emergency Communication District.

CITY agrees to perform faithfully the duties assigned by the BOARD, and to provide personnel adequate to carry out such duties. CITY is to make prompt and accurate reports to the BOARD, informing said BOARD of CITY'S transactions of business thereto, and work and expenses related to the administration of said District.

II.

IN CONSIDERATION for such service, BOARD agrees to compensate CITY as per the Annual Budget as approved by the BOARD. The Budget is subject to amendment by written agreement of both parties. BOARD agrees to compensate CITY for any reasonable expenses.

IT IS AGREED that the Budget year will begin October 1 and end on September 30 of the following year. Any partial year period covered under this AGREEMENT will be figured on a pro rata basis.

III.

THIS AGREEMENT shall be in effect from the 20th day of September, 2011, and shall expire September 30, 2016, it being the intention of the parties hereto to comply with the provisions of the Emergency Telephone Number Act. If, for any reason, either party desires to terminate this Agreement, either party shall have the option to terminate this Agreement upon ninety (90) days written notice to the other party.

EXECUTED THIS 20th day of September, 2011.

CITY OF ABILENE

BOARD OF MANAGERS
9-1-1 DISTRICT

Mayor



Board President

ATTEST:

City Secretary



Secretary

Approved as to form:

Date Approved by Board:

City Attorney

September 20, 2011

Approved by City Council:

City Council
Agenda Memo



City Council
Meeting Date: October 11, 2011

TO: Larry D. Gilley, City Manager

FROM: T. Daniel Santee, City Attorney

SUBJECT: City Council consideration of an ordinance amending the City Code dealing with the discharge of weapons within the city limits

GENERAL INFORMATION

Currently, it is generally illegal to discharge a weapon within the city limits. The portions of the City Code being considered for amendment today have been relatively unchanged since 1965. The state law was amended to prohibit cities from regulating hunting on parcels of land larger than 10 acres if the parcels were annexed after 1981. When this was changed, the City could no longer enforce our ordinance against those hunting on the parcels subject to the revised state law. This has presented enforcement challenges in the years since that change because our law enforcement officials must have a map indicating parcels that are exempt from the 1965 law. Additionally, it is a burden on hunters as well as they try to determine where within the city they may legally hunt. The amendment to Chapter 20 is intended to lessen the burden on both our law enforcement officials and local hunters. It will treat all parcels greater than 10 acres the same, incorporates the state law buffer zone, and only applies to shotguns, air rifles, BB guns and bows and arrows.

SPECIAL CONSIDERATIONS

Currently, hunting is legal on parcel greater than 10 acres annexed after 1981 and illegal on parcels annexed before. This will treat all tracts greater than 10 acres equally while maintaining the same buffers established by state law and currently enforced on the parcels where hunting is already legal.

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Approval on first reading and set a public hearing for October 27th.

ATTACHMENTS

Ordinance

Prepared by:

Name: T. Daniel Santee

Title: City Attorney

Item No. 6.3

Disposition by City Council

- Approved Ord/Res#
 Denied _____
 Other

City Secretary

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 20, "OFFENSES", OF THE ABILENE CITY CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING A PUBLIC HEARING.

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

- PART 1:** That Chapter 20, "Offenses", Article II, Offenses Against Public Safety, Section 20-22 of the Abilene City 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 the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.
- PART 3:** That any person, firm, or corporation violating the provisions of this Ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.
- PART 4:** Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 11th day of October, A.D., 2011.

After said passage on first reading, a notice of time and place, where and when said ordinance would be given a public hearing and considered for second and final passage, was published in the Abilene Reporter News, a daily newspaper of general circulation in the City of Abilene, said publication being on the ____ day of _____, 2011, the same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on second and final reading.

PASSED ON SECOND AND FINAL READING this 27th day of October, A.D., 2011.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

Delete:

Chapter 20, “Offenses”, Article II, Offenses Against Public Safety

Sec. 20-22. Same--Exception.

The provisions of section 20-21 shall not apply to peace officers in the lawful discharge of their official duties, the animal control department of the city in the performance of its duties under the direction and control of its supervisor, nor to private citizens where the use of a firearm is permitted by state law.

Add:

Chapter 20, “Offenses”, Article II, Offenses Against Public Safety

Sec. 20-22. Same--Exceptions.

The provisions of section 20-21 shall not apply in the following circumstances:

(1) If the firearm or other weapon is a shotgun, air rifle or pistol, BB gun, or bow and arrow discharged in accordance with applicable city, state and national laws and regulations:

- (a) In the extraterritorial jurisdiction or within the City on any tract of land of 10 acres or more and more than 150 feet from a residence or occupied building located on another property; and
- (b) In a manner not reasonably expected to cause a projectile to cross the boundary of the tract

(2) The individual is a peace officer, animal control officer or zoo employee of the City of Abilene in the lawful discharge of their official duties under the direction and control of their supervisor, or as part of the approved wildlife flight hazard depredation program at Abilene Regional Airport

**City Council
Agenda Memo**



**City Council
Meeting Date: Oct 11, 2011**

TO: Larry D. Gilley, City Manager

FROM: Rodney Taylor, Assistant Director of Water Utilities

SUBJECT: Purchase of Bulk Chemicals for Water and Wastewater Treatment Plants

GENERAL INFORMATION

The City of Abilene Water Department is requesting that by oral resolution the City Council award bids for bulk chemicals to be used in water and wastewater treatment processes. Notices were published in the Abilene Reporter News on August 14 and August 21, and the bid opening date was August 30, 2011. The following table lists the individual chemicals bid, the staff recommended bidder, and the unit price for that bid.

<u>Item:</u>	<u>Company</u>	<u>Unit Price</u>
Liquid Aluminum Sulfate	Hydro Plus, Ltd.	\$ 230.00 / Dry Ton
Anhydrous Ammonia	Airgas Southwest, Inc.	\$2,126.96 / Liquid Ton
Liquid Caustic Soda	DPC Industries, Inc.	\$ 555.00 / Dry Ton
Liquid Chlorine	DPC Industries, Inc.	\$ 594.00 / Liquid Ton
Sodium Bisulfite (wastewater)	Dimmitt Sulfur Products, Ltd.	\$ 488.75 / Dry Ton
Hydrated Lime	Texas Lime Company	\$ 147.77 / Dry Ton
Fluorosilicic Acid	Pennco, Inc.	\$2,805.74 / Dry Ton
Liquid Ammonium Sulfate	Hydro Plus, Ltd.	\$ 493.00 / Dry Ton
Ferric Sulfate	General Chemical	\$ 290.00 / Dry Ton
Sodium Chlorite	Siemens Industry, Inc.	\$3,317.26 / Dry Ton
Ferrous Chloride	Kemira Water Solutions, Inc.	\$ 880.00 / Dry Ton
Dry Polyacrylamide Cationic Polymer	SNF Polydyne	\$3,380.00 / Dry Ton
Sodium Bisulfite (water)	Servco	\$ 0.185/Wet Pound
Sodium Hypochlorite	Servco	\$ 1.95 /Gallon
Citric Acid	Hydro Plus Ltd.	\$ 0.92 /Wet Pound

FUNDING/FISCAL IMPACT

Funds for the purchase of bulk chemicals come from the operating budgets of the Water Utilities Department.

STAFF RECOMMENDATION

It is recommended that the City Council award the bulk chemical supply contracts as recommended by staff.

ATTACHMENTS

Bid Tab Sheet for Bid # CB-1142

Prepared by: Name <u> Rodney Taylor </u> Title <u> Asst. Water Director </u>	Item No. <u> 6 . 4 </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 OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS**

DEPARTMENT: WATER
 BID NO.: CB-1142
 TIME OF OPENING: 11:00 A.M.
 DATE OF OPENING: AUGUST 30, 2011

VENDOR / ITEM DESCRIPTION	ITEM 1. LIQUID ALUMINUM SULFATE	ITEM 2. ANHYDROUS AMMONIA	ITEM 3. LIQUID CAUSTIC SODA	ITEM 4. LIQUID CHLORINE	ITEM 5. SODIUM BISULFITE 40% SOLUTION	ITEM 6. HYDRATED LIME	ITEM 7. FLUORO-SILICIC ACID	ITEM 8. LIQUID AMMONIUM SULFATE	ITEM 9. FERRIC SULFATE	ITEM 10. SODIUM CHLORITE	ITEM 11. FERROUS CHLORIDE	ITEM 12. DRY POLYACRYLAMIDE CATIONIC POLYMER	ITEM 13. SODIUM BISULFITE 38% SOLUTION	ITEM 14. SODIUM HYPOCHLORITE	ITEM 15. CITRIC ACID
NALCO COMPANY NAPERVILLE, IL												3980.00			
AIRGAS SOUTHWEST INC. ABILENE, TX		**2126.96													
SOUTHERN IONICS INC WEST POINT, MS					870.25										
SNF POLYDYNE RICEBORO, GA												*3380.00			
CALABRIAN CORPORATION PORT NECHES, TX					700.00										
GENERAL CHEMICAL PARSIPPANY, NJ	229.00		610.50					519.00	*290.00						
ALTIVIA CORPORATION HOUSTON, TX	395.00		655.00					510.00							
AUSTIN WHITE LIME COMPANY AUSTIN, TX						150.18									
TEXAS LIME COMPANY DALLAS, TX						*147.77									
SIEMENS INDUSTRY, INC. SARASOTA, FL										*3317.26					
DIMMITT SULFUR PRODUCTS, LTD. PORTALES, NM					*488.75										
GEO SPECIALTY CHEMICALS LITTLE ROCK, AR	670.66														
KEMIRA WATER SOLUTIONS, INC. LAWRENCE, KS									350.00		*880.00				
PENNCO, INC. SAN FELIPE, TX							*2805.74		333.75						
FSTI INC. AUSTIN, TX			617.20												
TAYLOR CHEMICAL LTD. DBA SERVCO HEREFORD, TX			740.00		715.00								*0.185	*1.95	
HARCROS CHEMICALS, INC. DALLAS, TX							3130.40								
K.A. STEEL CHEMICALS, INC. LEMONT, IL			615.93												
BRENNTAG SOUTHWEST, INC. ODESSA, TX	880.00		1040.00	1000.00	1100.00	500.00	5600.00	1300.00	990.00	9600.00	2133.00	9200.00	0.29	2.40	
HYDRO PLUS, LTD. ABILENE, TX	**230.00		590.00					**493.00						2.25	*0.92
CHAMELEON INDUSTRIES, INC. MESQUITE, TX	240.00							475.00							
DPC INDUSTRIES, INC. SWEETWATER, TX		2040.00	*555.00	*594.00											

*Recommended Award

**Recommended Award – 5% local preference

**City Council
Agenda Memo**



TO: Larry D. Gilley, City Manager
FROM: Deputy Chief Jim Frazier
SUBJECT: Compressed Air Form Systems (CAFS) Retrofit

**City Council
Meeting Date: 10/11/2011**

GENERAL INFORMATION

Retrofit three AFD engines with Compressed Air Foam Systems (CAFS). Work to be done by Rowe Industries of Hope, Arkansas. Rowe Industries came to recommendation of Sutphen Apparatus and Hale Pumps.

SPECIAL CONSIDERATIONS

Benefits of CAFS include: faster knockdown of fire using less water, increased Firefighter safety, and reduced property damage. CAFS provide a positive impact on the City's ISO public protection classification.

FUNDING/FISCAL IMPACT

\$114,000.00 FY11

STAFF RECOMMENDATION

AFD staff recommends approval

ATTACHMENTS

Sole source vender letter

Prepared by:

Name Jim Frazier

Title Deputy Chief

Item No. 6.5

Disposition by City Council

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

City Secretary

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4205 HIWY 278 West
Hopk. AR 71801
P.O. Box 69
Washington, AR
870-777-9688
870-777-9690 Fax

Rowe Industries LLC

September 27, 2011

Dear Sir or Madam:

This letter is a confirmation stating Rowe Industries LLC is the sole patent holder of the "EQUALIZER" CAFS System, the sole manufacturer of the system, and is the sole source for the "EQUALIZER" CAFS System.

Sincerely,



Carroll Rowe, Owner
Rowe Industries LLC

***Advanced Foam Technology Featuring
the Patented "Equalizer"***

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