

**City Council
Agenda Memo**



**City Council
Meeting Date: Jun 14, 2012**

TO: Larry D. Gilley, City Manager

FROM: Rodney Taylor, Assistant Director of Water Utilities

SUBJECT: First reading on an Ordinance to amend Abilene City Code, Chapter 15, Article III to allow swimming at Lake Abilene, and setting a public hearing for June 28, 2012.

GENERAL INFORMATION

A Memorandum of Agreement (MOA) exists between the City of Abilene and the Texas Parks and Wildlife Department (TPWD) for certain management functions of the Lake Abilene property. The MOA is effective through December 31, 2015. The City and TPWD continue to work in partnership in maintaining a Site Management Plan establishing operating policies and procedures, and a Site Development Plan describing recommended uses.

The Park Superintendent (Superintendent) of the Abilene State Park recently proposed to City Administrators the development of a designated swimming area at Lake Abilene. The Superintendent has received authorization from the Texas Parks and Wildlife Department to implement a swimming area at Lake Abilene. It is believed that allowing swimming in Lake Abilene will greatly increase the recreational opportunities available for park visitors. The designated swimming area would be clearly marked with appropriate signage and marker buoys in the water and would provide the protections of all applicable Water Safety Act and State Park regulations. The Abilene State Park will be responsible for implementing and managing the swimming area of Lake Abilene. Proper enforcement of these rules would be accomplished by implementing routine patrols by Abilene State Park staff.

The current Abilene City Code, Chapter 15, Article III, Sec. 15-73 (b) prohibits swimming in all areas of Lake Kirby and Lake Abilene. The amendment to Article III will allow swimming at Lake Abilene. This is the first reading on the proposed Ordinance. A public hearing is set for June 28, 2012.

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Staff supports the Ordinance as described above.

ATTACHMENTS

Ordinance

Exhibit A to Ordinance

Prepared by:

Name__Rodney Taylor_____

Title__Asst. Water Director_____

Item No. 6.1

Disposition by City Council

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

City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE REPLACING CHAPTER 15, "LAKES", ARTICLE III "LAKE ABILENE AND LAKE KIRBY" OF THE ABILENE CODE OF ORDINANCES WITH THE FOLLOWING; PROVIDING A SEVERABILITY CLAUSE; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, a Memorandum of Agreement exists between the City of Abilene and the Texas Parks and Wildlife Department for certain management functions of the Lake Abilene Property; and

WHEREAS, the Park Superintendent of the Abilene State Park, recently proposed to City Administration that they desire to designate a swimming area at Lake Abilene; and

WHEREAS, Chapter 15, "Lakes", Article III "Lake Abilene and Lake Kirby", of the Abilene Code of Ordinances prohibits swimming at Lake Abilene;

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

- PART 1:** That Chapter 15, "Lakes", Article III "Lake Abilene and Lake Kirby" of the Code of Ordinances, City of Abilene, Texas, is hereby replaced 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 14th day of June, 2012.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the ____ day of _____, 2012, 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 28th day of June, 2012, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 28th day of June, 2012.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Replace CHAPTER 15 "Lakes", Article III. "Lake Abilene and Lake Kirby", with the following:

ARTICLE III. LAKE ABILENE AND LAKE KIRBY

Sec. 15-72. Enforcement.

The chief of police or any city policemen or other peace officers or any person employed or designated through agreement as having control or responsibility for the lake by the city shall have full power and authority to enforce this article and other ordinances made in relation to the regulation of police conditions on either Lake Abilene or Lake Kirby. Such officers or specially employed persons shall at all times have the power to seize and take possession of all fish taken in violation of the terms of this division while in possession of or in control of the offender. Such officer and employees may arrest without warrant persons violating this division or other similar ordinances and may deliver the offender to the proper authorities where complaint may be filed and prosecution had in terms of the law for such violation.

Sec. 15-73. Prohibited areas.

- (a) No person shall operate a water vessel or fish in the waters of Lake Abilene at a distance of less than two hundred (200) feet from the water intake.

- (b) Swimming is prohibited in all areas of Lake Kirby.

- (c) Operation of small recreational water vessels, e.g., jet skis and wind/surf craft, is prohibited at Lake Kirby and Lake Abilene.

(d) No person shall drive, park or otherwise place a motor vehicle, motorcycle, dirt bike, 4-wheeler or other wheeled-recreational vehicle, nor place any other obstruction, upon the bed of Lake Abilene or Lake Kirby.

(e) Nothing in this section shall be construed as prohibiting any use authorized by the city or the operation of water vessels (other than those listed in (c) above) upon the waters of said lakes nor the launching of water vessels at launching ramps at said lakes through the use of a motor vehicle or through the use of other lawful means.

Sec. 15-74. Fishing regulations.

No person shall enter the premises of either Lake Abilene or Lake Kirby and seine either of such lakes or wade therein or use what is commonly known as a trot line. No person shall fish in either Lake Kirby or Lake Abilene with more than two (2) lines with more than two (2) hooks each. No person shall buy or sell, offer for sale, offer to buy or have in his possession to sell, carry, transport or ship for the purpose of sale, barter or exchange any fish taken from the waters of Lake Abilene or Lake Kirby.

Sec. 15-75. Lake Abilene hours of operation.

Lake Abilene shall be closed to all recreational uses including but not limited to swimming, fishing, boating, or camping, between sunset of one day and sunrise of the following day except by special permission from the director of water utilities.

Sec. 15-76. Swimming at Lake Abilene

Swimming shall be permitted in certain areas of Lake Abilene only as authorized by the Director of the Water Utilities or designated entity.

Sec. 15-77. Reserved



City Council
Agenda Memo

TO: Larry D. Gilley, City Manager

City Council
Meeting Date: 06/14/12

FROM: Ken Dozier, Fire Chief *K.D.*

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 2070 Zoo Lane & Transformer Trail on July 4, 2012. An alternate rain date is set for July 5, 2012.

SPECIAL CONSIDERATIONS

AM 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.

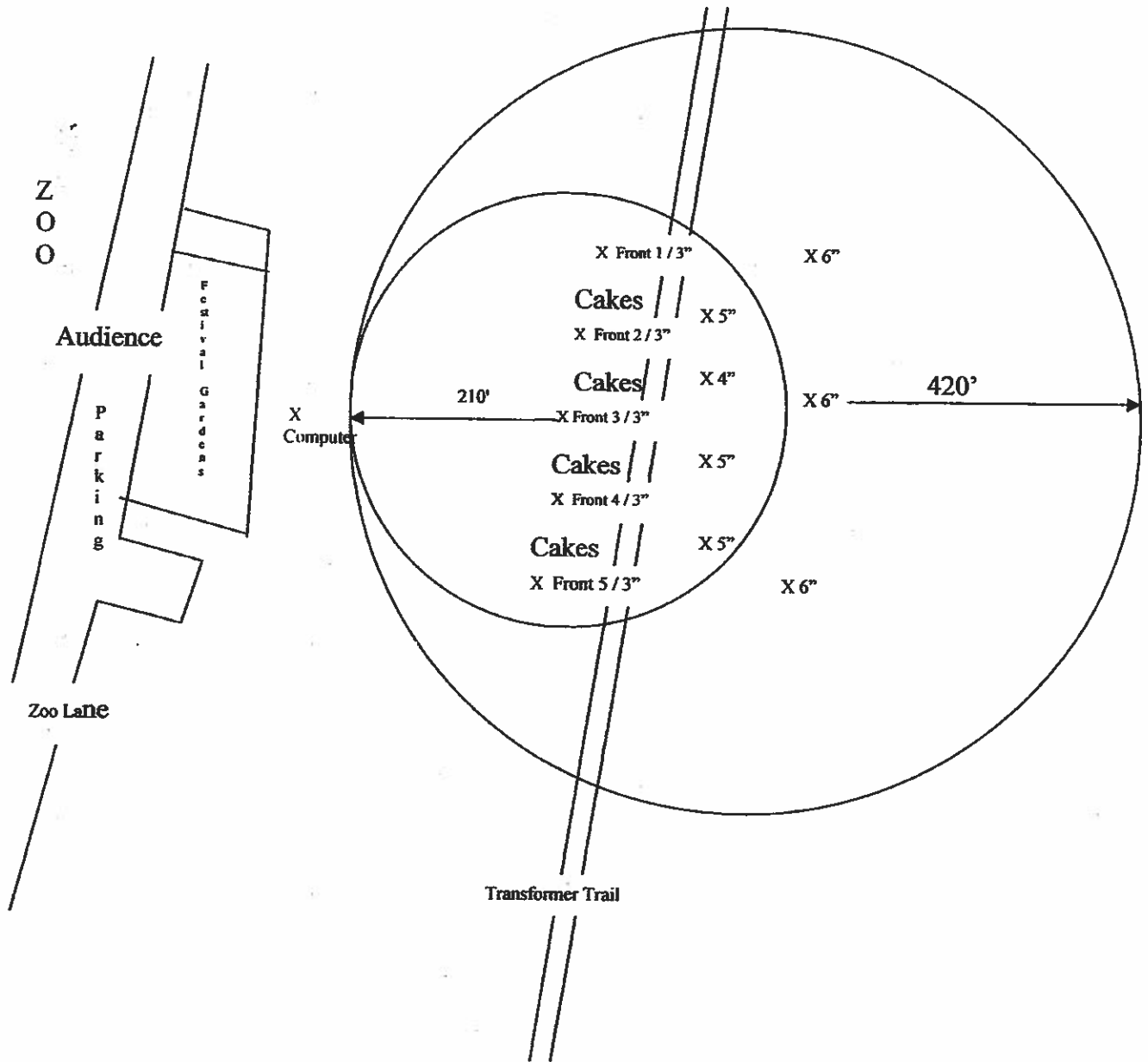
BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS

Display Site Map
Certificate of Insurance

<p>Prepared By:</p> <p>Name <u>Ken Dozier</u> Title <u>Fire Chief</u></p>	<p>Item No. <u>6.2</u></p>	<p>Disposition by City Council</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Other Ord/Res # _____</p> <p>_____</p> <p>City Secretary</p>
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City of Abilene
2070 Zoo Lane/Transformer Lane
Abilene Texas, 7960



1. Area is securing a minimum of 420ft. from center of shoot site.
2. Audience will remain in designated area during show. Fences, barricade tape, and security will be used for crowd control.
3. All cultivated land will be mowed or plowed prior to display.
4. The area to the North West and South will be mowed prior to display.
5. Transformer Trail will be closed before, during, and after display; until display area is cleared.
6. There are no healthcare facilities, schools, churches, or hazmat within 1400ft.
7. Winds will normally be from the South, Southwest.
8. Parking is to the South and West of the shoot site. Traffic will exit to the south.

Certificate of Insurance

111210

Issue Date: 5/2/2012

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:
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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 SHOOTING 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	CS1-9018707-12	3-1-2012	3-1-2013	EACH ACCIDENT	\$5,000,000
					MEDICAL EXP (any one person)	\$5,000
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$5,000,000
					PRODUCTS-COMP/OPS AGG	\$5,000,000
	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/LOCATION(S)/VEHICLE(S)/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 City of Abilene and Abilene Zoological Society are Additional Insured as respects the July 4, 2012 (RD: July 5, 2012) 1.3G Fireworks Display at 2070 Zoo Lane, Transformer Trail, Abilene, TX

CERTIFICATE HOLDER Texas State Fire Marshall 333 Guadalupe Austin, TX 78701	<p style="font-size: small;">CANCELLATION: THIS POLICY OR THESE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, PROVIDED THAT THE COMPANY WILL, IN ADVANCE, MAIL TO THE CERTIFICATE HOLDER (NAMED IN THE TRIPLE T) BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPROVE NO OBJECTION OR LIABILITY TO ANY PERSON OR THE COMPANY, ITS AGENTS OR REPRESENTATIVES.</p> <p style="text-align: center; font-size: large;"><i>Deborah M. Merlino</i></p> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p>
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**City Council
Agenda Memo**



TO: Larry D. Gilley, City Manager
FROM: Larry Johnson 
SUBJECT: Sculpture Donation

**City Council
Meeting Date: June 14, 2012**

GENERAL INFORMATION

The commissioned bronze sculpture, "Cat in the Hat" is being offered to the City of Abilene as a permanent addition to Abilene's Outdoor Sculpture Collection. The sculpture is currently on display in the lobby of the First Financial Bank, 400 Pine.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The Abilene Cultural Affairs Council has commissioned the sculpture.

STAFF RECOMMENDATION

Staff recommends the City Council approve an oral resolution for the acceptance of the sculpture donation.

BOARD OR COMMISSION RECOMMENDATION

The Visual Arts Jury reviewed the donation request at its May 17, 2012 meeting, and recommends acceptance.

ATTACHMENTS

Letter from the Visual Arts Jury
Picture of sculpture

Prepared by: Name <u>Larry Johnson</u> Title <u>Director of Community Ser.</u>	Item No. <u>6.3</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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May 7, 2012

Mr. Bob Cheatham
Parks & Recreation Dept
633 Walnut
Abilene, Texas 79601

Dear Bob:

As part of the Children's Art & Literacy Festival, the Abilene Cultural Affairs Council has commissioned a bronze "Cat in the Hat" to remain in Abilene. Please find attached a picture of the Cat. He is approximately 48 inches tall.

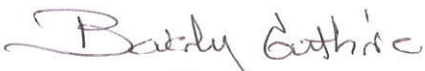
We would like to request permission to permanently install the Cat in Everman Park. Our goal is to commission a number of bronze, child size, storybook characters over the course of the next several years, that will be placed at various locations downtown. We believe this will serve as a draw for tourists who will bring their families to see the sculptures and have their photos taken with them. This collection of sculptures will also emphasize the value we place on children, art and literacy.

If approved, we would plan to unveil the Cat at the beginning of the CALF Festival during ArtWalk on June 14, 2012.

Thank you in advance for your consideration, and I will be happy to answer any questions you may have. In the event the Parks board members would like to view the Cat, he will be on display for five weeks beginning today in the lobby of First Financial Bank, 400 Pine Street.

Sincerely,


Lynn Barnett
Executive Director
Abilene Cultural Affairs Council


Beverly Guthrie
Chairman
Children's Art & Literacy Festival

**City Council
Agenda Memo**



**City Council
Meeting Date: 06/14/12**

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

GENERAL INFORMATION

The Center for Contemporary Arts has submitted a Street Use License (SUL) application to hold a public event described as “Carwalk” Artwalk within the public right-of-way on Cypress Street. The applicant wishes to close Cypress Street from the north right-of-way line of North 2nd Street to the south right-of-way line of North 6th Street for this event. The intersections at Cypress Street and North 3rd, North 4th and North 5th Streets will remain open to provide for the safe dispersal of downtown traffic. The event will take place on Thursday, July 12th, 2012 from 5:00 p.m. until 8:30 p.m., and the applicant wishes to close the street between the hours of 4:00 p.m. and 9:00 p.m. on this date. The applicant has obtained the approval of all affected property owners and/or business tenants for this event. The event will include a car show and associated street activities, vendors, etc.

This event was originally scheduled to take place on March 8th, 2012, and the City Council approved a SUL for the event on that date. However, the event was cancelled due to weather and was re-scheduled for 7/12/12, which requires a new SUL Agreement.

STAFF RECOMMENDATION

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

ATTACHMENTS

Street Use License Agreement, Short Term

Prepared by:

Name: Travis McClure

Title: Land Agent

Item No. 6.4

Disposition by City Council

Approved Ord/Res# _____

Denied

Other

City Secretary

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., 2012, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and Center for Contemporary Arts hereinafter referred to as "Licensee".

WITNESSETH:

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

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

The intersections at Cypress Street and North 3rd Street, Cypress Street and North 4th Street, and Cypress Street and North 5th Street will remain open.

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

I. Purpose:

The purpose of this License is to permit Licensee to:

Stage a motorized vehicle exhibition and associated street festival activities, known as "Carwalk" Artwalk.

II. Term of Agreement/Termination

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

From 4:00 p.m. to 9:00 p.m. on July 12, 2012

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:

CENTER for CONTEMPORARY ARTS

By: Burgess "Bird" Thomas
Signature

BIRD THOMAS - Curator of Fun Learning
Printed Name and Title Experiences

Business Address: 220 CYPRESS STREET

ABILENE, TEXAS 79601

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

CONDITIONS AND COVENANTS

EXHIBIT A

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

1. The Licensee may take control of the permitted portion of the street on Thursday, July 12, 2012, as follows:
 - a. Control of the on-street parking spaces on Cypress Street beginning at 4:00 p.m., except for the on street parking spaces on the west side of the 500 block of Cypress Street which must remain open until 5:00 p.m. to provide citizen access to the City of Abilene Water Billing and Housing Offices. At 5:00 p.m., licensee may take control of these spaces.
 - b. Control of the full width of the street beginning at 5:00 p.m., EXCEPT for the intersections at Cypress St. and N. 3rd St., Cypress St. and N. 4th St. and Cypress St. and N. 5th St. which must remain open in order to allow for the safe dispersal of downtown traffic.
2. **The Licensee shall submit a traffic control plan in compliance with the Texas Manual On Uniform Traffic Control Devices to the Traffic & Transportation Administrator (676-6279) for review by June 29th, _____, 2012.**
3. The Licensee shall contact all property owners and/or business tenants of properties on Cypress Street from N 2nd Street to N 6th Street, that would normally be open any time between noon and midnight on July 12, 2012 to advise them of the proposed street closure and to work out arrangements to accommodate their access needs.
4. The Licensee shall designate an event command center and an event contact person(s). This information as well as contact phone numbers, shall be provided to the city Land Agent by June 29th, 2012. During the event, an event contact person shall be on-site at all times.
5. The Licensee shall obtain from the Fire Marshal a Fire Code outdoor carnival/fair permit. The Licensee shall insure that all food and beverage vendors associated with the event obtain a temporary food vendors permit from the Environmental Health office.
6. The Licensee shall insure that the event is conducted in conformance with all applicable laws and regulations, including the City noise ordinance and Texas Alcoholic Beverage Commission rules and regulations.
7. The Licensee shall prominently post notice at each entry into the controlled area that smoking is not permitted at the event and shall comply with the requirements of the City's smoking ordinance.

8. The Licensee shall provide sufficient portable toilets to accommodate the needs of event participants. The portable toilets shall not be located within 10 feet of the door to any building nor shall they be located on the street side of any glass storefront.
9. The Licensee shall provide sufficient security forces, as determined by the Chief of Police, for crowd control and protection of property.
10. The Licensee shall provide for collection and disposal of solid waste created by the event. This shall include an adequate number of waste receptacles, collection of litter after the event, and delivery of the waste to the landfill. At a minimum this shall include one waste receptacle within 50 feet of each food vendor or beverage vendor and one waste receptacle within each block of Cypress Street that does not have a food or beverage vendor.
- 11. The Licensee shall be responsible for obtaining, properly installing, and maintaining all necessary traffic control signs and barricades in compliance with the traffic control plan.**
12. The Licensee shall maintain free of obstructions a fire apparatus access lane at least 25 feet in width from end-to-end of all street segments and an access path at least 10 feet in width from the fire apparatus access lane to all fire service appliances (fire hydrants, fire service connections to buildings, etc.) at all times.
13. The Licensee shall make provisions for safe access to private property abutting the permitted/closed streets to any party desiring to access that property.
14. The Licensee shall protect traffic signal control equipment and related facilities, signs, pavement markings, and other traffic control devices within the permitted area and shall be responsible for prompt repair of any damage. The Licensee shall be responsible for all costs associated with adjustments to the City's traffic control devices that are necessary for the permitted activity.
15. The Licensee shall clear the sidewalks and pavement area of obstructions to pedestrian and vehicular traffic before ending control of the area. The Licensee assumes all responsibility for warning and/or protecting pedestrians and motorists from obstructions and hazards if they are allowed to enter the controlled area before it is cleared of such obstructions and hazards.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2012

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

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

PRODUCER CBS Insurance, LLP 3005 South Treadaway Blvd Abilene TX 79602	CONTACT NAME: Teresa Netz, ACSR
	PHONE (A/C No. Ext): (325) 695-0222 FAX (A/C No.): (325) 695-0228 E-MAIL ADDRESS: tnetz@cbsins.com
INSURED Center for Contemporary Arts 220 Cypress Street Abilene TX 79601	INSURER(S) AFFORDING COVERAGE
	INSURER A: Great Divide Ins. Co.
	INSURER B: Travelers Cas. Ins. Co. of
	INSURER C: Texas Mutual Insurance Company 22945
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12.13 REVISION NUMBER:

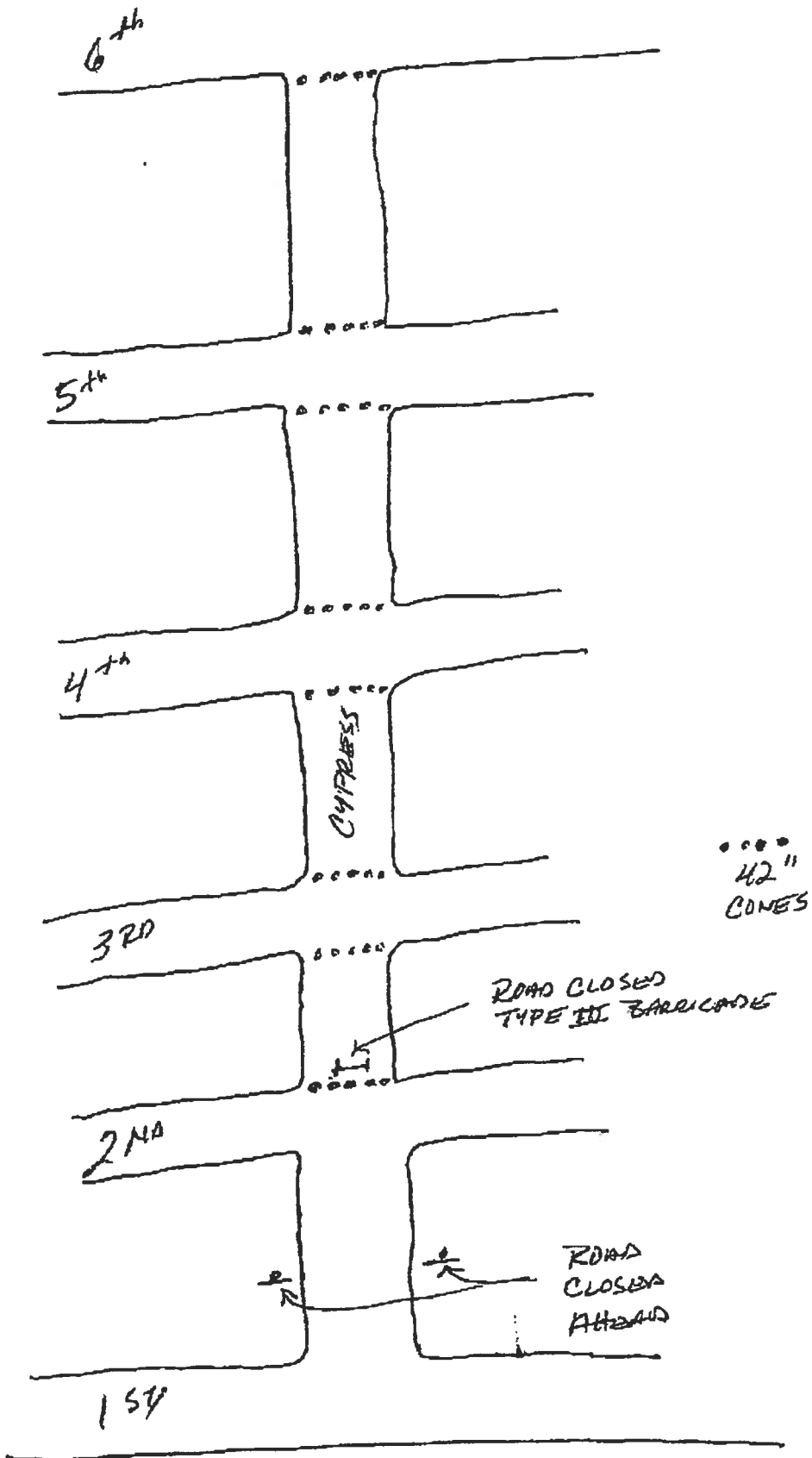
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDITIONAL SUBROGATION		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSR	WVD						
A	GENERAL LIABILITY			CLA1027134-14	2/8/2012	2/8/2013	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ excluded	
							PERSONAL & ADV INJURY	\$ 1,000,000	
				GENERAL AGGREGATE	\$ 2,000,000			PRODUCTS - COMP/OP AGG	\$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER								
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
B	AUTOMOBILE LIABILITY			BA1127P227-11	10/15/2011	10/15/2012	COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$	
				Hired Combined Single Limit	\$ 1,000,000				
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
								\$	
	DED								
	RETENTION \$								
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SBP0001184389	10/15/2011	10/15/2012	WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E L EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E L DISEASE - POLICY LIMIT	\$ 1,000,000	

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

CERTIFICATE HOLDER CANCELLATION

City of Abilene 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 Terry Riddle/TNETZ



CarWalk ArtWalk

Thursday, July 12, 2012

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

I understand that this event will bring many people downtown, and I am willing
to cooperate with the Center for Contemporary Arts in allowing Cypress Street to
be closed to traffic at 4:00 p.m. on Thursday, July 12, 2012


Business Name	Phone #	Signature
1. UNITED WAY	677-1841	O'Hair
2. BUSCH JEWELERS	677-9114	C Rodriguez
3. BOGIE'S	672-3296	Paula
4. MONKS	437-2884	AT&T
5. MCKAY'S BAKERY	672-9737	W. King
6. BBVA COMPASS		W. King
7. Regis Deti	672-3296	W. King
8. PARAMOUNT	676-9620	Betty Tucker
9. AT&T	675-3643	R. Richard
10. ASB	794-1024	F. Walker
11. STEVE HALL JEWELERS		E. Zulwiler
12. ALBERT SMITH		Alba
13. PHILHARMONIC		Chris Hiffnagle
14. ACTION OUTSOURCING		W. King
15. EMOT FCU		W. King
16. PATTON EXPLORATION INC		Charlene Richardson
17. PRIMARY CARE ASSOCIATES		W. King
18. FIN WEST		W. King
19. Kep. King		Adelyn L. West
20. WOOTEN		K. Todd

CarWalk ArtWalk

Thursday, ~~June 10, 2010~~ July 12, 2012

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

**I understand that this event will bring many people downtown, and I am willing
to cooperate with the Center for Contemporary Arts in allowing Cypress Street to
be closed to traffic at 4:00 p.m. on Thursday, June 10th, 2010.**

Business Name	Phone #	Signature
21. PRO FORMA no one there		
22. Bell Billing Service	676-0557	Quincy Calhoun
23. O'KELLY'S		Shelley
24.		
25.		
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**City Council
Agenda Memo**



**City Council
Meeting Date: 06/14/12**

TO: Larry D. Gilley, City Manager
FROM: Megan R. Santee, Director of Public Works
SUBJECT: Street Use License Agreement with Abilene Cultural Affairs Council and The Center for Contemporary Arts for “Children’s Art & Literacy Festival”

GENERAL INFORMATION

The Abilene Cultural Affairs Council and The Center for Contemporary Arts have submitted a Street Use License (SUL) application to hold a public event entitled “Children’s Art & Literacy Festival” within the public right-of-way on North 1st Street. The applicant wishes to close North 1st Street from the east right-of-way line of Cedar Street to the west right-of-way line of Cypress Street for this event. The event will take place from Thursday, June 14th through Saturday, June 16th, 2012 throughout much of downtown. However, the applicant only wishes to close the aforementioned portion of North 1st Street for the event during the following times:

From 3:00 p.m. – 9:00 p.m. on Thursday, June 14, 2012
From 9:00 a.m. – 9:00 p.m. on Friday, June 15, 2012
From 8:00 a.m. – 6:00 p.m. on Saturday, June 16, 2012

The applicant has obtained the approval of all affected property owners and/or business tenants for this event.

STAFF RECOMMENDATION

Staff has reviewed this request and recommends that the City Council, by oral resolution, authorize the Mayor to execute the attached Street Use License Agreement with the Abilene Cultural Affairs Council and The Center for Contemporary Arts for the “Children’s Art & Literacy Festival” event.

ATTACHMENTS

Street Use License Agreement, Short Term

Prepared by:

Name: Travis McClure

Title: Land Agent

Item No. 6.5

Disposition by City Council

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

City Secretary

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., 2012, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and Abilene Cultural Affairs Council & The Center for Contemporary Arts hereinafter referred to as "Licensee".

WITNESSETH:

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

Closure of North 1st Street from the east right-of-way line of Cedar Street to the west right-of-way line of Cypress 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:

Hold registration and festival events as part of the "Children's Art & Literacy Festival".

II. Term of Agreement/Termination:

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

From 3:00 p.m. – 9:00 p.m. on Thursday, June 14, 2012

From 9:00 a.m. – 9:00 p.m. on Friday, June 15, 2012

From 8:00 a.m. – 6:00 p.m. on Saturday, June 16, 2012

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

III. 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.

V. 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:

Agent for Abilene Cultural Affairs Council
The Center for Contemporary Arts

By: Audria Hammond
Signature

AUDRIA HAMMOND
Printed Name and Title

Business Address: 1101 N. 1ST

ABILENE, TX 79601

**STREET USE LICENSE AGREEMENT
WITH ABILENE CULTURAL AFFAIRS COUNCIL AND
THE CENTER FOR CONTEMPORARY ARTS
FOR USE OF NORTH 1ST STREET RIGHT-OF-WAY**

CONDITIONS AND COVENANTS

EXHIBIT A

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

1. The Licensee may take control of the permitted portion of the street, as follows:

From 3:00 p.m. – 9:00 p.m. on Thursday, June 14, 2012

From 9:00 a.m. – 9:00 p.m. on Friday, June 15, 2012

From 8:00 a.m. – 6:00 p.m. on Saturday, June 16, 2012

2. **The Licensee shall submit a traffic control plan in compliance with the Texas Manual on Uniform Traffic Control Devices to the Traffic & Transportation Administrator (676-6279) for review NO LATER THAN THURSDAY, JUNE 7, 2012. FAILURE TO COMPLY WITH THIS PROVISION MAY RESULT IN CANCELLATION OF THIS LICENSE.**
3. The Licensee shall contact all property owners and/or business tenants of properties on North 1st Street from Cedar Street to Cypress Street that would normally be open any time during the permitted closure periods to advise them of the proposed street closure and to work out arrangements to accommodate their access needs.
4. The Licensee shall designate an event command center and an event contact person(s). This information, as well as contact phone numbers, shall be provided to the City Land Agent by Thursday, June 7, 2012. During the event, an event contact person shall be on-site at all times.
5. The Licensee shall contact the City Fire Marshal regarding a Fire Code outdoor carnival/fair permit, and obtain one if necessary. The Licensee shall contact the Traffic Control Division of the Abilene Police Department about a parade permit, and obtain one if a parade is planned for the event. The Licensee shall insure that all food and beverage vendors associated with the event obtain a temporary food vendors permit from the City of Abilene Environmental Health office.
6. The Licensee shall insure that the event is conducted in conformance with all applicable laws and regulations, including City noise regulations and Texas Alcoholic Beverage Commission rules and regulations.
7. The Licensee shall prominently post notice at each entry into the controlled area that smoking is not permitted at the event and shall comply with the requirements of the City

smoking ordinance.

8. The Licensee shall provide sufficient portable toilets to accommodate the needs of event attendees, invitees and participants, as determined by Licensee. The portable toilets shall not be located within 10 feet of the door to any building nor shall they be located on the street side of any glass storefront.
9. The Licensee shall contact the Abilene Police Department to inform them of the event and shall provide sufficient security forces, as determined by the Chief of Police, for crowd control and protection of property.
10. The Licensee shall provide for collection and disposal of solid waste created by the event. This shall include an adequate number of waste receptacles, collection of litter after the event, and delivery of the waste to the landfill. At a minimum this shall include one waste receptacle within 50 feet of each food vendor or beverage vendor and one waste receptacle within each block of the permitted/closed area that does not have a food or beverage vendor.
- 11. The Licensee shall be responsible for obtaining, properly installing, and maintaining all necessary traffic control signs and barricades in compliance with the traffic control plan.**
12. The Licensee shall maintain free of obstructions a fire apparatus access lane at least 25 feet in width from end-to-end of all street segments and an access path at least 10 feet in width from the fire apparatus access lane to all fire service appliances (fire hydrants, fire service connections to buildings, etc.) at all times.
13. The Licensee shall make provisions for safe access to private property abutting the permitted/closed area to any party desiring to access that property.
14. The Licensee shall protect traffic signal control equipment and related facilities, signs, pavement markings, and other traffic control devices within the permitted area and shall be responsible for prompt repair of any damage. The Licensee shall be responsible for all costs associated with adjustments to the City's traffic control devices that are necessary for the permitted activity. The Licensee shall not attach any item to the poles, equipment boxes or other components of the traffic signal system.
15. The Licensee shall clear the sidewalks and pavement area of obstructions to pedestrian and vehicular traffic before ending control of the area. The Licensee assumes all responsibility for warning and/or protecting pedestrians and motorists from obstructions and hazards if they are allowed to enter the controlled area before it is cleared of such obstructions and hazards.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/18/2012

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

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

PRODUCER CBS Insurance, LLP 3005 South Treadaway Blvd Abilene TX 79602	CONTACT NAME: Teresa Netz, ACSR
	PHONE (A/C, No, Ext): (325) 695-0222 FAX (A/C, No): (325) 695-0228 E-MAIL ADDRESS: tnetz@cbsins.com
INSURED Center for Contemporary Arts 220 Cypress Street Abilene TX 79601	INSURER(S) AFFORDING COVERAGE
	INSURER A: Great Divide Ins. Co.
	INSURER B: Travelers Cas. Ins. Co. of
	INSURER C: Texas Mutual Insurance Company 22945
	INSURER D:
	INSURER E:

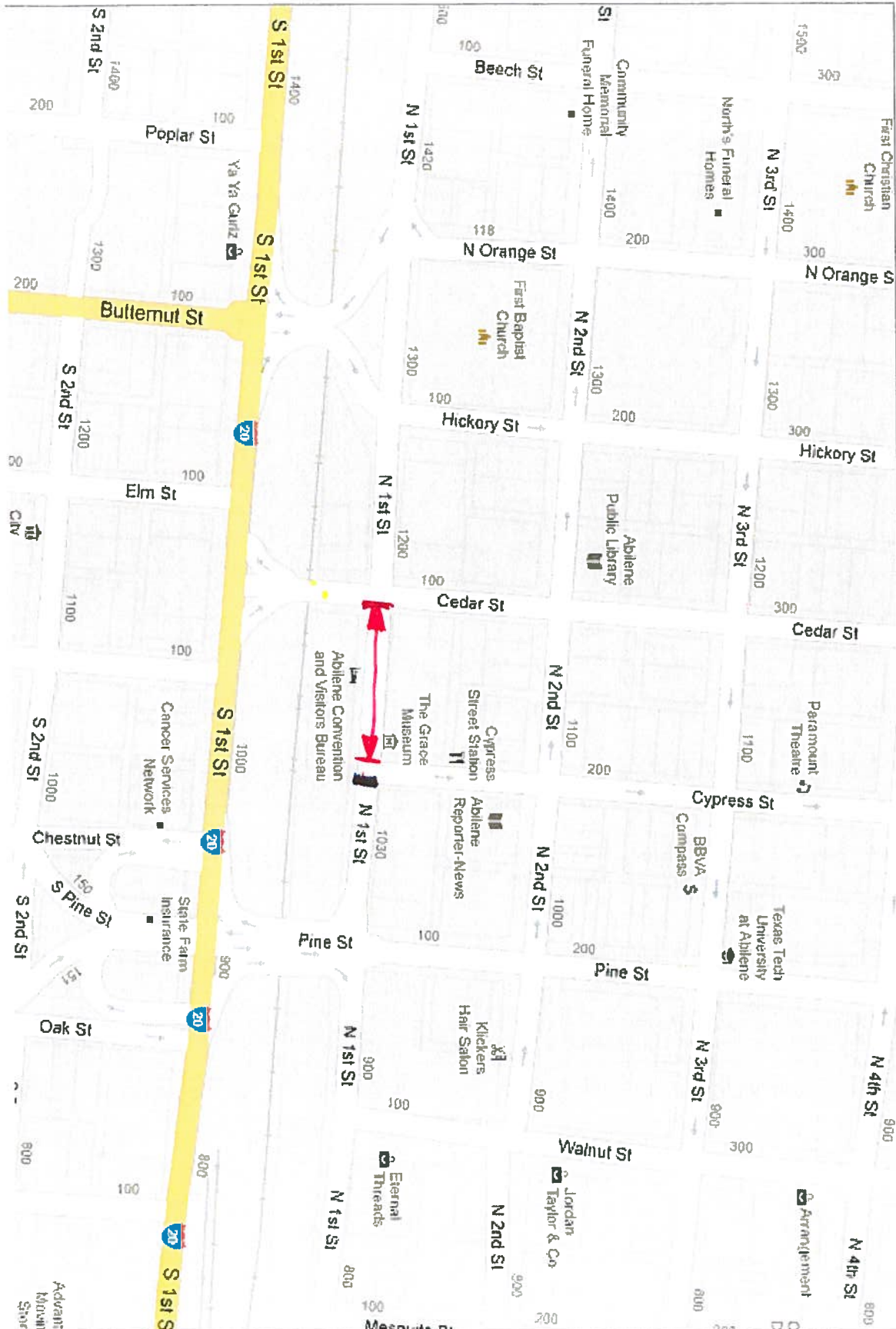
COVERAGES CERTIFICATE NUMBER: 12.13 REVISION NUMBER:

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 INSR	SUBR 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			CLA1027134-14	2/8/2012	2/8/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/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							
	B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BA1127P227-11	10/15/2011	10/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Combined Single Limit \$ 1,000,000
		UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
DED RETENTION \$								
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SBP0001184389	10/15/2011	10/15/2012	WC STATU-TORY LIMITS 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)
Re: Dr. Seuss Downtown Celebration
General & Liquor Liability policy includes "Blanket" Additional Insured per Company form SB146932B 03/2006.

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





City Council
Agenda Memo

TO: Larry D. Gilley, City Manager **City Council Meeting Date: 06-14-2012**
FROM: Mindy Patterson, Director of Finance
SUBJECT: Award of Bid – Utility Trucks, Bid CB-1222

GENERAL INFORMATION

Fleet Management seeks approval to purchase replacement units for two ¾ ton utility trucks that are worn out and no longer cost effective to maintain. Both units will be assigned to the Water Department

Advertisements were published on April 15, 2012 and April 22, 2012. Bids were opened on May 1, 2012 at 11:00 A.M. Seventeen (17) bid invitations were requested with four (4) vendors submitting a bid.

SPECIAL CONSIDERATIONS

Lawrence Hall met all specifications and was low bid. Philpott Motors of Nederland, Texas met all specifications. Blake Fulenwider Dodge of Clyde, Texas failed to meet upfitter switches and daytime running light requirements and Caldwell Country Ford of Caldwell, Texas had an incomplete bid.

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

It is recommended that Bid CB-1222 be awarded to Lawrence Hall Chevrolet.

BID TABULATION

See attached.

Prepared By: Name <u>Cheri Carter</u> Title <u>Fleet Analyst</u>	Item No. <u>6.6</u>	Disposition by City Council <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Other Ord/Res # _____ _____ City Secretary
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**CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS**

DEPARTMENT: FLEET MANAGEMENT
 BID NO.: CB - 1222
 TIME OF OPENING: 11:00
 DATE OF OPENING: MAY 1, 2012

LAWRENCE HALL CHEVROLET
 ABILENE, TX

PHILPOTT MOTORS
 NEDERLAND, TX

BLAKE FULENWIDER
 CLYDE, TX

CALDWELL COUNTRY
 CALDWELL, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	UTILITY TRUCKS	2	EA	\$26,656.00	\$53,312.00	\$27,010.00	\$54,020.00		DOES NOT		INCOMPLETE				
									MEET SPECS		BID				
	BASE BID														
	DISCOUNT														
	TOTAL BID				\$53,312.00										

*NOTES: INDICATES RECOMMENDED AWARD

**City Council
Agenda Memo**



**City Council
Meeting Date: 06/14/12**

TO: Larry D. Gilley, City Manager
FROM: Megan R. Santee, J.D., Director of Public Works
SUBJECT: Award of Bid #CB-1224 – Water Department Street & Miscellaneous Repair Work 2012-2013

GENERAL INFORMATION

This contract involves the on-demand repair to existing portions of streets that have been damaged by the replacement of water lines. This work is an ongoing contract at numerous streets and alleys throughout the city. The on-demand repair work is for approximately fifteen months.

FUNDING/FISCAL IMPACT

Funding is allocated in the Water Department FY 2012 & 2013 Operating Budgets.

STAFF RECOMMENDATION

The staff recommends Council award Bid #CB1224 to Bontke Construction Co., Abilene, Texas, in the amount of \$866,251.25.

ATTACHMENTS

Bid Tabulation Sheet

Prepared by:

Name: Chad Carter, P.E.

Title: City Engineer

Item No. 6.7

Disposition by City Council

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

City Secretary

**CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS**

DEPARTMENT: ENGINEERING
 BID NO.: CB - 1224
 TIME OF OPENING: 11:00
 DATE OF OPENING: MAY 22, 2012

BONTKE BROTHERS
 CONSTRUCTION
 ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	WATER DEPT. STREET AND MISC. REPAIR WORK 2012-2013			\$866,251.25											
	BASE BID														
	DISCOUNT														
	TOTAL BID			*866,251.25											

*NOTES: INDICATES RECOMMENDED AWARD