

**City Council
Agenda Memo**



**City Council
Meeting Date: 8/23/12**

TO: Larry D. Gilley, City Manager

FROM: Jon C. James, AICP, Director of Planning & Development Services

SUBJECT: First Reading of an Ordinance Adopting the 2011 National Electrical Code, with Local Amendments, and calling Public Hearing for 9/13/12

GENERAL INFORMATION

The National Electrical Code is utilized throughout the United States. The City of Abilene is currently utilizing the 2008 National Electrical Code, with amendments. It is recommended that the 2011 National Electrical Code, with local amendments, be adopted in order that the City's construction regulations are kept up to date. Local amendments pertain to licensing and administrative procedures with very limited modifications made to the technical provisions of the National Electrical Code. It is important that Abilene maintains compatible construction regulations with other cities, in order to reduce variation to typical standards, and eliminate uncertainty to the design professions and the electrical contractors. See Exhibit "C" for an overview of significant code changes.

STAFF RECOMMENDATION

Approval.

BOARD OR COMMISSION RECOMMENDATION

The following Committee and Board unanimously voted to recommend approval of the 2011 National Electrical Code, with amendments, on the dates listed below:

Electrical Code Review Committee – June 27, 2012

Mechanical, Plumbing, Electrical & Swimming Pool Board of Appeals – August 14, 2012

ATTACHMENTS

Enacting Ordinance and Exhibit "A" – Amended Ordinance

Exhibit "B" – Summary of Significant Code Changes

Prepared by:

Name David Sartor

Title Building Official

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 AMENDING CHAPTER 8, ARTICLE VI, DIVISION 3, SECTION 8-496 “ELECTRICAL CODE”, AND DELETING CHAPTER 8, ARTICLE V, DIVISION 1, SECTION 8-402, “ELECTRICAL LICENSING SUBCOMMITTEE”, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, there is a need to protect the health, safety, and welfare of the citizens of the City of Abilene; and

WHEREAS, the current provisions of Section 8-496, “Electrical Code” adopting the 2008 National Electric Code, are longer adequate to meet the needs of the community;

WHEREAS, the 2011 National Electric Code is currently the standard used throughout other cities in Texas;

WHEREAS, the State of Texas now issues electrical licenses, and there is no longer a need for the City of Abilene to do so; and

WHEREAS, it is necessary to eliminate references in the current Code of Ordinances that govern the issuance of new electrical licenses;

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

PART 1: That Chapter 8, Article VI, Division 3, Section 8-496 “Electrical Code” of the Code of Ordinances, City of Abilene, Texas, is hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.

PART 2: That Chapter 8, Article V, Division 1, Section 8-402 “Electrical Licensing Subcommittee” is deleted in its entirety and reserved.

PART 3: 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 4: 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 5: 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 thirty (30) 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 23rd day of August, 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 9th day of September, 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 13th day of September, 2012, to permit the public to be heard. Said Ordinance, being a penal ordinance, becomes effective thirty (30) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING this 13th day of September, 2012.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

CHAPTER 8, ARTICLE VI, DIVISION 3, SECTION 8-496 ELECTRICAL CODE

{Replace Article 80 – Administration and Enforcement as follows:}

ARTICLE 80 CHAPTER 1 TITLE AND GENERAL

Title

101. These regulations shall be known as the “Electrical Code”, may be cited as such and will be referred to herein as “this code”.

Application to Existing Electrical Systems and Equipment

102. (a) Additions, Alterations, or Repairs. Additions, alterations, or repairs may be made to an electrical system and equipment to comply with all the requirements of this code, provided the addition, alteration or repair conforms to that required for a new electrical system and equipment, and provided further that no hazard to life, health or safety will be created by such additions, alterations or repairs.

Minor additions, alterations and repairs to existing electrical system and equipment may be made in accordance with the law in effect at the time the original installation was made, when approved by the Electrical Inspector.

(b) Existing Installations. Electrical systems and equipment lawfully in existence at the time of the adoption of this code may have their use, maintenance or repair continued, if the use, maintenance or repair is in accordance with the original design and no hazard to life, health or property has been created by such electrical system and equipment

(c) Changes in Building Occupancy. Electrical systems and equipment which are a part of any building or structure undergoing a change in use or occupancy, as defined in Building Code, shall comply with the requirements of this code which are applicable to the new use or occupancy.

(d) Maintenance. All electrical systems and equipment, both existing and new, and all parts thereof, shall be maintained in a proper operating condition in accordance with the original design and in a safe and hazard-free condition. All devices or safeguards, which are required by this code, shall be maintained in conformance with this code. The owner, or designated agent, shall be responsible for the maintenance of the

electrical system. To determine compliance with this subsection, the Building Official may cause any electrical system to be reinspected.

(e) Moved Building. Electrical systems and equipment, which are a part of buildings or structures moved into or within this jurisdiction, shall comply with the provisions of this code for new installations.

(f) Residential Rehabilitated and Condemned Buildings. Existing buildings which have been condemned may have existing serviceable electrical systems left in place, provided these systems were installed in accordance with the standards applicable at the time the building was built, and further provided that the following minimum provisions are met:

1. **Services:**
 - a. All exterior service equipment shall be of weatherproof materials, fittings and devices.
 - b. Latest approved service mast heights and points of attachment to structures shall be maintained.
 - c. Services shall be of a capacity large enough to carry anticipated load. No service conductor shall be less than 100 amps.
2. **Circuits:**
 - a. Existing two conductor non-metallic sheathed cable, if in safe condition, shall be allowed to remain with the addition of a single grounding conductor run separately to outlets located in bathroom, kitchen countertops, and laundry room areas. In lieu of grounding wire, a GFCI outlet may be substituted.
 - b. Other conforming wiring methods, not presently approved by the City of Abilene Electrical Code, may remain, if in safe condition, and not disturbed in any manner, other than reconnection to an electrical panel, provided also that these systems were legal at the time of original installation.
 - c. Receptacles shall be sufficient in numbers to serve the desired space in a practical manner, but not less than three (3) duplex receptacles per sleeping room and living areas, such as dens.
 - d. These Code requirements are not required to be added to existing serviceable electrical systems:
 - (1) Exterior plugs for residences.

Where there is a question regarding the safety of any installed electrical system in a building which is being rehabilitated, the Electrical Inspector may require that the owner obtain the services of a licensed Master Electrician to completely examine and test the system and report on its safety. When systems are found to be unsafe, they must be

replaced in accordance with the requirements of the National Electrical Code, as adopted by the City of Abilene.

Definitions

103. General. For the purpose of these provisions, certain terms, phrases, words and their derivatives, shall be construed as specified in this section. Where terms are not defined, they shall have their ordinarily accepted meanings, within the context with which they are used. *Webster's Third New International Dictionary of the English Language, Unabridged, Copyright 2002*, shall be considered as providing ordinarily accepted meanings. Words used in the singular include the plural, and the plural the singular. Words used in the masculine gender include the feminine, and the feminine the masculine.

APPROVED, as to materials, equipment, and method of construction, refers to approval by the Building Official, as the result of investigations and tests conducted by the Building Official, or by reason of accepted principles or tests by recognized authorities, technical or scientific organizations.

APPROVED AGENCY is an established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when the agency has been approved by the Building Official.

BUILDING CODE is the International Building Code promulgated by the International Code Council, as adopted by this jurisdiction.

BUILDING OFFICIAL is the officer charged with the administration and enforcement of this code, or a duly authorized representative, and is the authority having jurisdiction for this code.

ELECTRICAL INSPECTOR shall be the person providing expertise for the Building Official in the area of electrical regulations, and is a duly authorized representative and authority having jurisdiction for this code, under the supervision of the Building Official.

CODE ENFORCEMENT AGENCY is the department, division, or agency of this jurisdiction charged with the function of code enforcement and shall be under the administration and operational control of the Building Official.

ELECTRICAL CODE is the National Electrical Code promulgated by the National Fire Protection Association, and further amendments, as adopted by this jurisdiction.

ELECTRICAL WORK is any work related to, or involving the furnishing of labor, equipment, appliances or materials, or the performance of any operation in connection with electrical installations. It includes, but is not limited to, the following:

1. Power and lighting systems, secondary services, distribution panels, lighting panels, conduits, junction boxes, pull boxes, outlets, feeders, sub-feeders wiring devices, service fittings, lighting fixtures, lamps, etc.
2. All power and control wiring, and any other electrical installations incidental to any equipment furnished by any other contractors, owners, or their agents.

FIREWALL shall be the same as is referenced in the Building Code.

INSTALLATION is any electrical work of any nature performed on, in, or near any premises.

LEGAL ENTITY Legal Entity shall be an electrical business, meeting the requirements for a licensed Master Electrician.

LISTED and LISTING are terms referring to equipment and materials, which are shown in a list published by an approved testing agency, qualified and equipped for experimental testing productions, and which listing states that the material or equipment complies with accepted national standards which are approved, or standards which have been evaluated for conformity with approved standards.

MULTIPLE OCCUPANCY BUILDING is a building having more than one tenant and may be of single or mixed use groups, as classified by the Building Code.

OCCUPANCY is the purpose for which a building, or part thereof, is used or intended to be used.

Conflicting Provisions

104. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

Alternate Materials and Methods of Construction

105. The provisions of this code are not intended to prevent the use of any material or method of construction not specifically prescribed by this code, provided any alternate has been approved and its use authorized by the Building Official.

The Building Official may approve any alternate, provided that the proposed design is satisfactory and complies with the provisions of this code, and that the material, method or work offered is for the purpose intended, and is at least the equivalent of that

prescribed in this code in suitability, strength, effectiveness, fire resistance, durability and safety.

The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claims, regarding the use of alternates. The details of an action granting approval of an alternate shall be recorded and entered in the files of the code enforcement agency.

Modifications

106. Whenever there are practical difficulties involved in carrying out the provisions of this code, the Building Official may grant modifications for individual cases, provided that a special individual reason makes the strict letter of this code impractical, and the modification is in conformity with the intent and purpose of this code, and that such modification does not lessen health, life, and fire safety requirements. The detail of actions granting modifications shall be recorded and entered in the files of the code enforcement agency.

Tests

107. Whenever there is insufficient evidence of compliance with any of the provisions of this code or evidence that materials or construction do not conform to the requirements of this code, the Building Official may require tests as evidence of compliance to be made at no expense to this jurisdiction.

Test methods shall be as specified by this code or by other recognized test standards. In the absence of recognized and accepted test methods for the proposed alternate, the Building Official shall determine test procedures.

All tests shall be made by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for the retention of public records.

CHAPTER 2 ORGANIZATION AND ENFORCEMENT

Powers and Duties of Building Official

201. (a) General. The Building Official is hereby authorized and directed to enforce all the provisions of this code. For such purposes, the Building Official shall have the powers of a law enforcement officer.

(b) Deputies. In accordance with prescribed procedures, and with the approval of the appointing authority, the Building Official may appoint electrical inspectors and other

related technical officers and inspectors and other employees as shall be authorized from time to time.

The Electrical Inspector shall be a competent person of good moral character; he shall have had at least a minimum of four (4) years experience as a Journeyman Electrician; he shall have adequate knowledge of current and approved methods and practices relating to electrical installations; and he shall have passed the examination for Journeyman Electricians.

The Electrical Inspector shall, when in the performance of their duties, carry a badge to be furnished by the City.

The Electrical Inspector shall not engage in the occupation of electrical wiring, nor have any financial or other interest in any electrical business doing electrical wiring, within the jurisdiction.

(c) Right of Entry. Whenever necessary to make an inspection to enforce the provisions of this code, or whenever the Building Official or an authorized representative has reasonable cause to believe that there exists in a building or upon a premises a condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the Building Official, or an authorized representative, may enter such building or premises at all reasonable times to inspect the same, or to perform any duty imposed upon the Building Official by such codes, provided that if such building or premises be occupied, the Building Official shall first present proper credentials and request entry. If such building or premise is unoccupied, the Building Official or authorized representative, shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If entry is refused, the Building Official, or an authorized representative, shall have recourse to every remedy provided by law to secure entry.

When the Building Official, or an authorized representative, shall have first obtained a proper inspection warrant, or other remedy provided by law, to secure entry, an owner or occupant or other persons having charge, care or control of the building or premises, shall not fail or neglect, after proper request is made as herein provided, to promptly permit entry herein by the Building Official, or authorized representative, for the purpose of inspection and examination, pursuant to this code.

(d) Stop Orders. Whenever work is being done contrary to the provisions of this code, the Electric Inspector may order the work stopped, by notice in writing served on persons engaged in doing the work to be done; and such persons shall forthwith stop such work until authorized by the Electrical Inspector to proceed with the work.

(e) Authority to Disconnect Utilities in Emergencies. The Building Official, or authorized representative, shall have the authority to disconnect electric power or energy service supplied to the building, structure, or building service equipment therein regulated by this code in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall, whenever possible, notify the serving utility, the owner and occupant of the building, structure or electrical system, or equipment, of the decision to disconnect prior to taking such action, and shall notify the

serving utility, owner and occupant of the building, structure or building service equipment, in writing, of the disconnection immediately thereafter.

(f) Authority to Condemn Electrical System and Equipment. Whenever the Electrical Inspector ascertains that an electrical system or equipment regulated in this code has become hazardous to life, health or property, the Electrical Inspector shall order, in writing, that such electrical system or equipment either be removed or restored to a safe condition, whichever is appropriate. The written notice itself shall fix a time limit for compliance with such order. Persons shall not use or maintain defective electrical system or equipment after receiving notice.

When equipment or an installation is to be disconnected, a written notice of such disconnection and causes therefor shall be given, within twenty-four (24) hours of the order to disconnect to the serving utility, the owner and occupants of the building, structure or premises.

When an electrical system or equipment is maintained in violation of this code and in violation of a notice issued pursuant to the provisions of this section, the Electrical Inspector shall institute appropriate action to prevent, restrain, correct, or abate the violation.

(g) Connection after Order to Disconnect. Persons shall not make connections from an energy or power supply, nor supply power to an electrical system or equipment, which has been disconnected or ordered to be disconnected, by the Electrical Inspector, or the use of which has been ordered to be discontinued by the Electrical Inspector, until the Electrical Inspector authorizes the reconnection and use of the electrical system or equipment.

(h) Liability. The Building Official, or an authorized representative charged with the enforcement of this code, acting in good faith and without malice in the discharge of duties, shall not hereby render the Building Official, or authorized representative, personally liable for any damage that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of duties. A suit brought against the Building Official or employee because of an act or omission performed by the Building Official in the enforcement of provisions of this code shall be defended by legal counsel provided by this jurisdiction until final termination of such proceedings.

This code shall not be construed to relieve from or lessen the responsibility of a person owning, operating or controlling any building, structure or building service equipment therein, for any damages to persons or property caused by defects, nor shall the code enforcement agency be held as assuming such liability by reason of the inspections authorized by this code or approvals issued under this code.

(i) Cooperation of Other Officials and Officers. The Building Official may request, and shall receive, so far as is required in the discharge of duties, the assistance and cooperation of other officials of this jurisdiction.

Unsafe Electrical Systems or Equipment

202. Electrical systems or equipment regulated by this code which are unsafe, or which constitute a fire hazard, or are otherwise dangerous to human life are, for the purpose of this section, unsafe. Use of electrical systems or equipment regulated by this code constituting a hazard to safety, health, or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage, or abandonment is, for the purpose of this section, an unsafe use.

Unsafe electrical systems or equipment are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, in accordance with the procedures set forth in the Uniform Code for the Abatement of Dangerous Buildings or an alternate procedure as may be adopted by this jurisdiction. As an alternative, the Building Official, or other employee, or Official of this jurisdiction as designated by the governing body, may institute other appropriate action to prevent, restrain, correct, or abate the violation.

Board of Appeals

203. General. The Board of Appeals may hear appeals of any decision of the building official or his/her representatives regarding the electrical, mechanical, plumbing, or swimming pool ordinance. The board does not have the authority to waive code requirements, but may consider alternate materials and methods for the purpose of complying with the provisions of this code. The board shall be as is established in the Municipal Code, Article V, Division 3, Sections 8-391 through 8-407 for the Mechanical, Plumbing, Electrical and Swimming Pool Board of Appeals.

Violations

204. Unlawful Acts. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use or maintain an electrical system or equipment or cause or permit the same to be done in violation of this code.

204.1 Notice of Violation. The building official, or his/her representative, is authorized to serve a notice of violation or order on the person responsible for an unlawful act. Such order shall direct the discontinuance of the illegal action and the abatement of the violation.

204.2 Prosecution of Violation. If the notice of violation is not complied with promptly, the building official, or his/her representative, is authorized to issue citations, or to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful act.

204.3 Violation Penalties. A person who violates a provision of this code or fails to comply with any of the requirements thereof or who performs electrical work in

violation of this Code shall be subject to penalties as prescribed by law. Any such violation shall be a Class C misdemeanor and upon conviction thereof, shall be punishable by a fine, not to exceed \$500. Each day a violation of any of the provisions of this Code is committed, or each day any such violation continues, shall constitute a separate offense and shall be subject to prosecution as stated above.

CHAPTER 3 PERMITS AND INSPECTIONS

Permits

301. (a) Permits Required. Except as specified in Subsection (b) of this section, no electrical system regulated by this code shall be installed, altered, repaired, replaced or remodeled, unless a separate electrical permit for each building or structure has first been obtained from the Building Official.

(b) Exempt Work. An electrical permit shall not be required for the following:

1. Portable motors or other portable appliances energized by means of a cord or cable having an attachment plug end to be connected to an approved receptacle when that cord or cable is permitted by this code.
2. Repair or replacement of fixed motors, transformers or fixed approved appliances of the same type and rating in the same location.
3. Temporary decorative lighting.
4. Repair or replacement of current-carrying parts of any switch, contactor or control device.
5. Reinstallation of attachment plug receptacles, but not the outlets therefor.
6. Repair or replacement of any overcurrent device of the required capacity, in the same location.
7. Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.
8. Taping joints.
9. Removal of electrical wiring.
10. Temporary wiring for experimental purposes in suitable experimental laboratories.
11. The wiring for temporary theater, motion picture or television stage sets.
12. Low-energy power, control and signal circuits of Classes II and III, as defined in this code.
13. A permit shall not be required for the installation, alteration or repair of electrical wiring, apparatus, or equipment or the generation, transmission, distribution or metering of electrical energy or in the operation of signals or the transmission of intelligence by a public or private utility in the exercise of its function as a serving utility and placed upon easements of such company.

14. Reference 90-2 (b) (5). Installations, including associated lighting, under the exclusive control of electric utilities for the purpose of communications, metering, generation, control, transformation, transmission, or distribution of electric energy. Such installations shall be located in buildings used exclusively by utilities for such purposes; outdoors on property owned or leased by the utility; on or along public highways, streets, roads, etc.; or outdoors on private property by established rights such as easements. Utility companies shall provide documentation of easements, prior to commencing work for outdoor lighting. At any time a lighting system is no longer under the control of the utility company, the system shall be modified to meet the National Electrical Code. **EXCEPTION:** Single pole guard lights do not require written documentation to be filed with the City of Abilene Building Inspection Department.
15. A permit shall not be required for the installation or repair of electrical wiring, apparatus, or equipment, pertaining to exterior, underground airport lighting and airport signs.

Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of this code, or any other law, or ordinances of this jurisdiction.

(c) Permit - Required; Exceptions to Licensing Requirement.

1. Any homeowner personally installing electrical conductors or equipment within his own home; provided, that the owner shall file with the Electrical Inspector approved plans and specifications, shall satisfy the Electrical Inspector as to his ability to install electrical wiring, shall apply for and secure a permit, shall pay the required fees, shall do work in accordance with this chapter and shall request the required inspections and obtain a certificate of approval.
Personal installation by an owner under this subsection shall be by himself, for himself, on his homestead premises.
No homeowner shall be issued a permit under the provisions of this subsection more frequently than once each two (2) calendar years.
2. No person shall be allowed to obtain a permit unless that person or company is registered as per Section 8-161, of the Municipal Code, Article IV, Licenses.

Permit Information

302. (a) Application. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.

2. Describe the land on which the proposed work is to be done, by legal description, street address or similar description, which will readily identify and definitely locate the proposed building or work.
3. Indicate the use or occupancy for which the proposed work is intended.
4. Be accompanied by plans, diagrams, computations and specifications and other data as required in Subsection (b) of this section.
5. Be signed by permittee, or authorized agent.
6. Give such other data and information as may be required by the Electrical Inspector

(b) Exception: The Electrical Inspector may waive the submission of plans, calculations, etc., if the Electrical Inspector finds that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

(c) Information on Plans and Specifications. Plans and specifications shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and all relevant laws, ordinances, rules and regulations.

Plans for buildings more than two stories in height of other than Groups R, Division 3 and U Occupancies shall indicate how required structural and fire-resistive integrity will be maintained where a penetration will be made for electrical and communication conduits, pipes and similar systems.

(d) Permit by Charge Account.

Permits may be obtained by charge account with the following restrictions:

1. The applicant shall make a deposit of \$150.00 with the City of Abilene.
2. The deposit is security for the account and shall not be applied to the account of the applicant.
3. Every applicant shall be billed each month for the total balance of his/her account and a written list of permits shall be identified on the invoice.
4. All accounts shall be payable within 10 days after the billing date; any account not paid within 10 days, and upon notice from the Accounting Department to the Building Inspection Department, shall not be eligible for further issuance of permits. Failure to pay said account shall result in the applicant's deposit being forfeited to the City of Abilene. Charging privileges are therefore revoked, and a new deposit along with payment of all bills due to the City of Abilene must be paid before any additional charges are permitted.

Permits Issuance

303. (a) Issuance. The application, plans and specifications, and other data, filed by an applicant for permit, shall be reviewed by the Electrical Inspector. Such plans may be reviewed by other departments of this jurisdiction to verify compliance with any applicable laws under their jurisdiction. If the Building Official finds that the work

described in an application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this code and other pertinent laws and ordinances, and that the fees specified in Section 304 have been paid, the Electrical Inspector shall issue a permit therefor to the applicant.

When the Building Official issues a permit, the plans and specifications shall be endorsed in writing or stamped "REVIEWED". Such approved plans and specifications shall not be changed, modified or altered without authorizations from the Electrical Inspector, and all work regulated by this code shall be done in accordance with the approved plans.

The Building Official may issue a permit for the construction of part of an electrical system before the entire plans and specifications for the whole system have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this code. The holders of such permits shall proceed at their own risk, without assurance that the permit for the entire building, structure or building service will be granted.

(b) Retention of Plans. One set of approved plans, specifications and computations shall be retained by the Building Official until final approval of the work covered therein. One set of approved plans and specifications shall be returned to the applicant and shall be kept on the site of the building or work at all time during which the work authorized thereby is in progress.

(c) Validity of Permit. The issuance of a permit or approval of plans and specifications shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code, or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid.

The issuance of a permit based upon plans, specifications and other data shall not prevent the Electrical Inspector from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing building operations being carried on thereunder when in violation of these codes or any other ordinances of this jurisdiction.

(d) Expiration. Every permit issued by the Building Official under the provisions of this code shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within one hundred eighty days (180) days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

A permittee holding an unexpired permit may apply for an extension of the time within which work may be commenced under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a

period not exceeding one hundred eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.

(e) Suspension or Revocation. The Electrical Inspector may, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation of the jurisdiction.

Fees

304 (a) Permit Fees.

Permit fees shall be set by the City Council by resolution. Appendix B references approved fees at the time of adoption of this code. Fees published in this document are subject to change by Council action.

(b) Investigation Fees: Work Without a Permit.

1. **Investigation.** Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.
2. **Fee.** An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee that would be required by this code if a permit were to be issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of either this code nor from any penalty prescribed by law. Further work performed by the same contractor, without permits, will result in penalty and investigation fee of ten (10) times the amount of the permit fee required by this code, if a permit were to be issued. At the end of twelve (12) months from issuance of the ten (10) times fee, a contractor with no further violations shall be determined to start without previous penalties.

(c) Fee Refunds.

1. The Building Official may authorize the refunding of any fee paid hereunder, which was erroneously paid or collected.
2. The Building Official may authorize the refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment.

Inspections

305. (a) General. All electrical systems and equipment for which a permit is required by this code shall be subject to inspection by the Electrical Inspector, and the electrical system shall remain accessible and exposed for inspection purposes until approved by the Electrical Inspector.

It shall be the duty of the permit applicant to cause the electrical system to remain accessible and exposed for inspection purposes. Neither the Electrical Inspector nor the jurisdiction shall be liable for the expense entailed in the removal or replacement of any material required to allow an inspection. When the installation of an electrical system and equipment is complete, an additional and final inspection shall be made.

Electrical systems and equipment regulated by this code shall not be connected to the energy source until authorized by the Electrical Inspector.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel provisions of this code or of other ordinances of the jurisdiction shall not be valid.

(b) Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Electrical Inspector that such work is ready for inspection. The Electrical Inspector may require that every request for inspection be filed at least one working day before such inspection is desired. Such request may be in writing or by telephone at the option of the Electrical Inspector.

It shall be the duty of the person requesting inspections required by this code to provide access to and means for inspection of such work.

(c) Operation of Electrical Equipment. The requirements of this section shall not be construed to prohibit the operation of any electrical system or equipment installed to replace existing equipment. The request for inspection of such equipment must have been filed with the Electrical Inspector not more than forty eight (48) hours after such replacement work is completed and before any portion of such electrical system is concealed by any permanent portion of the building.

(d) Other Inspections. In addition to the called inspections required by this code, the Electrical Inspector may make or require other inspections of any work to ascertain compliance with the provisions of this code and other laws, which are enforced by the code enforcement agency.

(e) Reinspections. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

This provision is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as

controlling the practice of calling for inspections before the job is ready for such inspection or reinspection.

Reinspection fees may be assessed when the approved plans are not readily available to the Inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the Electrical Inspector.

To obtain a reinspection, the applicant shall file an application therefore in writing, or by phone, and pay the reinspection fee in accordance with the fees adopted by the City Council.

In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

Connection Approval

306 (a) Energy Connections. An electrical system or equipment regulated by this code for which a permit is required shall not be connected to a source of energy until approved by the Electrical Inspector.

(b) Temporary Connections. The Electrical Inspector may authorize the temporary connection of an electrical system or equipment to the source of energy or power for the purpose of testing equipment or for use under a temporary certificate of occupancy. Permits for temporary service shall be issued to the electrical contractor, and shall be limited to ninety (90) days. The owner, or legal representative of the owner, shall acknowledge temporary service restrictions in writing on the building permit application, or must file an Affidavit for temporary service utility release, with the office of the Electrical Inspector, prior to the electrical contractor requesting a temporary service permit and inspection.

CHAPTER 4 LICENSE REQUIREMENTS

License

401. **(a) Electrical License Required.** All persons who engage in or work at the actual installation, alteration, repair, renovation and/or maintenance of all electrical wiring systems and the appurtenances, apparatus, or equipment used in connection with the use of electrical energy in, on, outside, or attached to a building, residence, structure, property, or premises shall possess the appropriate license in accordance with the State of Texas Electrical Safety and Licensing Act, Title 8, Occupations Code, Chapter 1305.

(b) A homeowner performing electrical work in accordance with Section 1305.003 (6) Exemptions shall additionally comply with the following:

1. The owner shall file with the Electrical Inspector approved plans and specifications, shall satisfy the Electrical Inspector as to his ability to install electrical wiring, shall apply for and secure a permit, shall pay the required fees, shall do work in accordance with this chapter and shall request the required inspections and obtain a certificate of approval.
2. Installation by an owner under this subsection shall be by himself, for himself on his homestead premises.
3. No homeowner shall be issued a permit under the provisions of this subsection more frequently than once each two (2) calendar years.

402. Bond Requirements. Any person desiring to engage in the business of an electrical contractor, shall first file with the Building Official of the city, a surety bond in the penal sum of five thousand dollars (\$5,000.00) to be approved by the City Manager, payable to the City of Abilene, and conditioned on a faithful performance of all of the provisions and regulations of the electrical code, this chapter, and all other ordinances of the city, and the surety on such bond shall be a company authorized to transact business in the state.

403. Contractor's registration required. All contractors shall first file with the code official of the City of Abilene, as a registered contractor, as per Section 8-161 of the Municipal Code, Article IV, Licenses.

404. Insurance Requirements. Any person desiring to engage in the business of an electrical contractor, shall first file with the Building Official of the City, a certificate of insurance providing for commercial general liability insurance, with a coverage amount of not less than \$300,000.00 for all claims arising in any one year.

The following provisions are amendments to the 2011 National Electric Code:

**CHAPTER 1
GENERAL**

**ARTICLE 110
Requirements for Electrical Installations**

110.5 Conductors. *{Add a new sentence to the end of the article as follows:}*

The use of aluminum conductors is prohibited except where specifically addressed in the following articles as amended by this pamphlet:

225.6 (C), 230.23 (B), 230.31 (B), 310.10.

Exception : Aluminum conductors installed in accordance with Article 225.6 (A) 1 and 2.

**CHAPTER 2
WIRING AND PROTECTION**

**ARTICLE 210
Branch Circuits**

210.11 Branch Circuits Required.

(C) Dwelling Units.

(1) Small-Appliance Branch Circuits. *{Add the following.}*

- (a) The small appliance circuits, as called for in the National Electrical Code, shall contain no more than six (6) outlets per circuit; provided further, that the circuit conductor shall not be smaller than number twelve AWG. Loads shall be balanced.

**ARTICLE 215
Feeders**

215.1 Scope. *{Amend to add a new sub-article as follows:}*

215.1 (A). Aluminum Conductors. The use of aluminum conductors inside or under a structure is prohibited.

ARTICLE 220
Branch-Circuit, Feeder, and Service Calculations

220.14 Other Loads – All Occupancies
(J) Dwelling Occupancies

{Add the following.}

(4) General purpose circuits for residential wiring shall contain no more than six (6) outlets per circuit.

Exception: Where central heat and air are existing, or are being added, this may be increased to no more than ten (10) outlets per circuit on a fifteen (15) amp breaker, or fourteen (14) outlets per circuit on a twenty (20) amp breaker.

ARTICLE 225
Outside Branch Circuit and Feeders

225.6 Conductor Size and Support. *(Amend to add a new sub-article as follows:)*

(C) Underground Conductors. For 600 volts, nominal, or less, conductors installed underground shall not be smaller than 8 AWG copper or 6 AWG aluminum.

ARTICLE 230
Services

230.23 (B) Minimum Size. *{Amend to read as follows:}*

The conductors shall not be smaller than 8 AWG copper or three ought (3/0) aluminum or copper-clad aluminum.

230.31 (B) Minimum Size. *{Amend to read as follows:}*

The conductors shall not be smaller than 8 AWG copper or three ought (3/0) aluminum or copper-clad aluminum.

230.28 Service Masts as Supports. *{Add the following sentence at the end of paragraph.}*

The riser shall be a minimum of two (2) inch rigid steel conduit or IMC.

**CHAPTER 3
WIRING METHODS**

**ARTICLE 310
II. Installation**

310.10 Uses Permitted. *{Amend to add a new exception as follows:}*

Exception: The use of aluminum conductors is prohibited except where specifically addressed in the following articles as amended by this pamphlet:

225.6 (C), 230.23 (B), 230.31 (B), 310.10.

310.15 (B) Tables. *{Amend to add a new paragraph as follows:}*

The use of aluminum conductors is prohibited except where specifically addressed in the following articles as amended by this pamphlet:

225.6 (C), 230.23 (B), 230.31 (B), 310.10.

**ARTICLE 334
Nonmetallic-Sheathed Cable:
Types NM, NMC, and NMS**

334.12 (A) Uses Not Permitted. *{Add the following.}*

11. In other than residential structures, as defined in the City of Abilene Building Code, that are less than 5,000 square feet that are not constructed of convention wood frame construction.
12. In other than residential structures, as defined in the City of Abilene Building Code, 5,000 square feet or greater or when a addition to an existing structure increases the total building to 5,000 square feet or greater.
13. In other than residential structures, as defined in the City of Abilene Building Code, with a wiring system greater than 250 volts to ground and/or greater than a 400 Amp Service.

APPENDIX A

Excerpts from the 2000 International Energy Conservation Code To be inserted into the 2008 National Electrical Code

CHAPTER 5 RESIDENTIAL BUILDING DESIGN BY COMPONENT PERFORMANCE APPROACH

Section 505 Electrical Power and Lighting

505.1 Electrical energy consumption. In Type A-2 residential buildings having individual dwelling units, provisions shall be made to determine the electrical energy consumed by each tenant by separately metering individual dwelling units.

505.2 Lighting power budget. The lighting system shall meet the applicable provisions of Section 805.

Exception: Type A-1 residential buildings and the dwelling portion of Type A-2 residential buildings.

CHAPTER 8 DESIGN BY ACCEPTABLE PRACTICE FOR COMMERCIAL BUILDINGS

Section 802 Building Envelope Requirements

{Add the following new section.}

802.3.6 Recessed lighting fixtures. When installed in the building envelope, recessed lighting fixtures shall meet one of the following requirements:

1. Type IC rated, manufactured with no penetrations between the inside of the recessed fixture and ceiling cavity and sealed or gasketed to prevent air leakage into the unconditioned space.
2. Type IC or non-IC rated, installed inside a sealed box constructed from a minimum 0.5-inch thick (12.7 mm) gypsum wallboard or constructed from a preformed polymeric vapor barrier, or other air-tight assembly manufactured for this purpose, while maintaining required clearances of not less than 0.5-inch (12.7 mm) from combustible material and not less than 3 inches (76 mm) from insulation material.
3. Type IC rated, in accordance with ASTM E283 admitting no more than 2.0 cfm (0.944 L/s) of air movement from the conditioned space to the ceiling cavity. The

lighting fixture shall be tested at 1.57 lbs./ft.² (75 Pa) pressure difference and shall be labeled.

Section 805 Lighting Systems

805.1 General. This section covers lighting system controls, the connection of ballasts, the maximum lighting power for interior applications, and minimum acceptable lighting equipment for exterior applications.

805.2 Lighting controls. Lighting systems shall be provided with controls as required in Sections 805.2.1 and 805.2.2.

805.2.1 Interior lighting controls. Each area enclosed by walls or floor-to-ceiling partitions shall have at least one manual control for the lighting serving that area. The required controls shall be located within the area served by the controls or by a remote switch that identifies the lights served and indicates their status.

Exceptions:

1. Areas designated as security or emergency areas that must be continuously lighted.
2. Lighting in stairways or corridors that are elements of the means of egress.

805.2.1.1 Bi-level switching. Each area that is required to have a manual control shall also allow the occupants to reduce the connected lighting load in a reasonably uniform illumination pattern by at least 50 percent.

Exceptions: *{Amend to read as follows.}*

1. Areas that have 4 or less luminaires.
2. Areas that are controlled by an occupant-sensing device.
3. Corridors, storerooms, rest rooms, or public lobbies.
4. Guest rooms.

805.2.1.2 Guest rooms. Guest rooms in hotels, motels, boarding houses or similar buildings shall have at least one master switch at the main entry door that controls all permanently wired lighting fixtures and switched receptacles, except those in the bathroom(s). Suites shall have a control meeting these requirements at the entry to each room or at the primary entry to the suite.

805.2.2 Exterior lighting controls. Automatic switching or photocell controls shall be provided for all exterior lighting not intended for 24-hour operation. Automatic time switches shall have a combination seven-day and seasonal daylight program schedule adjustment, and a minimum 4-hour power backup.

805.3 Tandem wiring. One-or three-lamp fluorescent fixtures that are pendant – or surface – mounted in continuous rows or recess mounted in an accessible ceiling and within 10 feet (3048 mm) of each other shall be tandem wired.

Exceptions:

1. Where electronic high-frequency ballasts are used.
2. Luminaires not on the same switch control or in the same area.

805.4 Interior lighting power requirements. A building complies with this section if its total connected lighting power calculated under Section 805.4.1 is no greater than the interior lighting power calculated under Section 805.4.2.

805.4.1 Total connected interior lighting power. The total connected interior lighting power (Watts) shall be the sum of the watts of all interior lighting equipment as determined according to Sections 805.4.1.1 through 805.4.1.4.

Exceptions: The connected power associated with the following lighting equipment is not included in calculating total connected lighting power.

1. Specialized medical, dental, and research lighting.
2. Professional sports arena playing field lighting.
3. Display lighting for exhibits in galleries, museums, and monuments.
4. Guest room lighting in hotels, motels, boarding houses, or similar buildings.
5. Emergency lighting automatically off during normal building operations.

805.4.1.1 Screw lamp holders. The wattage shall be the maximum labeled wattage of the luminaire.

805.4.1.2 Low-voltage lighting. The wattage shall be the specified wattage of the transformer supplying the system.

805.4.1.3 Other luminaires. The wattage of all other lighting equipment shall be the wattage of the lighting equipment verified through data furnished by the manufacturer or other approved sources.

805.4.1.4 Line-voltage lighting track and plug-in busway. The wattage shall be the greater of the wattage of the luminaires determined according to Sections 805.4.1.1 through 805.4.1.3 or 30 W/linear feet (98W/lin m).

805.4.2 Interior lighting power. The interior lighting power shall be calculated using Section 805.4.2.1 or 805.4.2.2 as applicable.

805.4.2.1 Entire building method. Under this approach, the interior lighting power (Watts) is the value from Table 805.4.2 for the building type times the conditioned floor area of the entire building.

805.4.2.2 Tenant area or portion of building method. The total interior lighting power (Watts) is the sum of all interior lighting powers for all areas in the building covered in this permit. The interior lighting power is the conditioned floor area for each area type listed in Table 805.4.2 times the value from Table 805.4.2 for that area. For the purposes of this method, an “area” shall be defined as all contiguous spaces which accommodate or are associated with a single area type as listed in Table 805.4.2. When this method is used to calculate the total interior lighting power for an entire building, each area type shall be treated as a separate area.

805.5 Exterior lighting. When the power for exterior lighting is supplied through the energy service to the building, all exterior lighting, other than low-voltage landscape lighting, shall have a source efficacy of at least 45 lumens per watt.

Exception: Where approved because of historical, safety, signage, or emergency considerations.

APPENDIX B

CITY OF ABILENE **ELECTRICAL PERMIT FEES**

Minimum Permit Fee	50.00
Reinspection Fee	75.00
Electrical Device	.30
Lighting Fixture (includes opening)	.55
Fixed or Stationary Appliances	5.00
Exhaust or Ventilation Fan (fractional motor)	2.00
Gas Pump/Dispenser	5.00
Electric Welder	2.00
Motors Fractional up to 3 HP	1.50
Motors Fractional 3 to 5 HP	3.00
Motors Above 5 HP	5.00
Condenser Units/Chillers 3 Ton or less	5.00
Condenser Units/Chillers 3 to 5 Ton	6.00
Condenser Units/Chillers greater than 5 Ton	7.00
Lighted Signs - Pole Mounted	20.00
Lighted Signs - Exterior Building Mounted	5.00
Lighted Signs - Interior	2.50
Electric Heat per kw	.50
Buss Duct per foot	.50
Multi Outlet Assembly - First Circuit	1.00
Multi Outlet Assembly - Additional Circuit	.50
Temporary Power Pole	30.00
Temporary Service	30.00
New Service (per meter)	25.00
Service (Move, Change, Alter)	25.00
Generator	15.00
Elevators, Dumbwaiters	10.00
Area Lighting Poles up to 10' (less fixtures)	2.00
Area Lighting Poles above 10' (less fixtures)	4.00
Residential Permit - New or additions per sq.ft.	.04
Unfinished living space per sq.ft.	.03

OTHER INSPECTIONS AND FEES

Inspections outside of normal business hours (Minimum Charge-two hours)	200.00
Special Request Inspections (Minimum Charge-one hour)	100.00
Board of Building Standards and Mechanical, Plumbing, Electrical, and Swimming Pool Board of Appeals request for hearing for alternate methods and materials	100.00
Contractor's Registration (annually, due by December 31 of each year)	65.00
Contractor's Registration Initial Set-up Fee	50.00
Stop Work Order Release Fee	125.00

City Council
Agenda Memo



City Council
Meeting Date: 8/23/2012

TO: Larry D. Gilley, City Manager

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

SUBJECT: First reading of an ordinance for Case No. Z-2012-18, a request from Wanda McLeod to rezone property from AO (Agricultural Open Space) to RS-6 (Residential Single-Family) District, located generally north of Colony Hill Road and west of Maple Street, and setting a public hearing for September 13, 2012

GENERAL INFORMATION

The subject property (112-113 acres) is currently vacant land or fallow farm acreage zoned Agricultural Open Space. The property's owners are seeking its rezoning to Single-Family Residential (RS-6) for future development of single-family home sites. This acreage includes limited frontage on Maple Street, but most of its frontage (over 1850 feet) lies on Colony Hill Road. Both Maple Street and Colony Hill Road are expected to someday function as arterial streets.

The segment of Abilene's Comprehensive Plan that focuses on future land use designates this general vicinity to be suitable for low-density residential development, which is consistent with proposed RS-6 zoning. The subject property's northernmost boundary coincides with the south boundary of the Parkside Place Subdivision, which has the same RS-6 zoning classification as that requested on the subject property.

STAFF RECOMMENDATION

Staff recommends approval as requested.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7 in favor (Bixby, Famble, Glenn, McClarty, Rosenbaum, Todd and Yungblut) and none opposed.

ATTACHMENTS

Ordinance
Staff Report with Maps

Prepared by:

Name: Bradley Stone

Title: Planner II

August 10, 2012

Item No. 6.2

Disposition by City Council

- Approved Ord/Res#
 Denied _____
 Other _____

City Secretary

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING this 23rd day of August, A.D. 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 19th day of June, 2012, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 13th day of September, 2012 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 13th day of September, A.D. 2012.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from AO (Agricultural Open Space) to RS-6 (Single-Family Residential) District.

Legal Description:

Lot 1, Block A, Hiller Subdivision, as said Lot 1 is shown on a plat filed for recording with the Taylor County Clerk on August 8 of 1996, as file number 12984

-and-

approximately 111-113 acres of land out of the southwest quarter of Section 8, Lunatic Asylum Lands in Taylor County, Texas and for which boundaries are more particularly described as follows:

bordered on the south by the north right-of-way line for Colony Hill Road;

bordered on the west by a line extending, from north to south, 769.06' to 754.37' east from and approximately parallel to the easternmost right-of-way line for Maple Street;

bordered on the north by the south boundary line of Park Place Subdivision, Section 2, as said subdivision is shown on a plat recorded on Slide 360-B in Cabinet 2 of the Taylor County Clerk's Plat Records; and

bordered on the east by a line separating the southwest from southeast quarters of Section 8, Lunatic Asylum Lands in Taylor County, Texas

Location:

2.20 acres at 7089 Maple Street

-and-

111-112 acres extending approximately 2600 feet north from Colony Hill Road and approximately 762 to 2624 feet east from Maple Street, in southeastern Abilene

-END-

ZONING CASE Z-2012-18

STAFF REPORT



APPLICANT INFORMATION:

Wanda McLeod

HEARING DATES:

Planning & Zoning Commission: August 6, 2012
City Council 1st Reading: August 23, 2012
City Council 2nd Reading: September 13, 2012

LOCATION:

7089 Maple St and approximately 112.75 acres north of Colony Hill Rd

REQUESTED ACTION:

Rezone property from AO to RS-6



SITE CHARACTERISTICS:

The subject property is approximately 115.22 acres and is currently zoned AO (Agricultural Open Space). The property is currently undeveloped with frontage on both Maple Street and Colony Hill Road. The adjacent properties have AO zoning to the west, south, and east, and RS-6 (Single-Family Residential) zoning to the north. The Parkside Place subdivision is adjacent to the north.

ZONING HISTORY:

The property was annexed in 2009 and was zoned AO with the annexation.

ANALYSIS:

- Current Planning Analysis

Currently the property is zoned AO and is undeveloped. The surrounding properties primarily have been developed with single-family homes on larger lots. Kirby Lake Park is located to the west across Maple Street. The Parkside Place subdivision is adjacent to the north. The Colonial Hills subdivision is located to the southeast across Colony Hills Road in the City's ETJ. The purpose of the zoning request is to allow for development of a subdivision for single-family residences.

- Comprehensive Planning Analysis

This area was recently annexed by the City of Abilene in December 2009. The area is a mix of large agricultural properties and large-lot single-family residences. The Future Land Use section of the Comprehensive Plan designates this general area for low density residential development. The requested zoning would allow for a development of a residential subdivision. Other residential subdivisions exist adjacent to the property and this zoning request would be compatible to the area.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval as requested.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval of the requested zoning of RS-6 by a vote of seven (7) in favor (Famble, Todd, Glenn, Rosenbaum, Yungblut, Bixby and McClarty) and none (0) opposed.

NOTIFICATION:

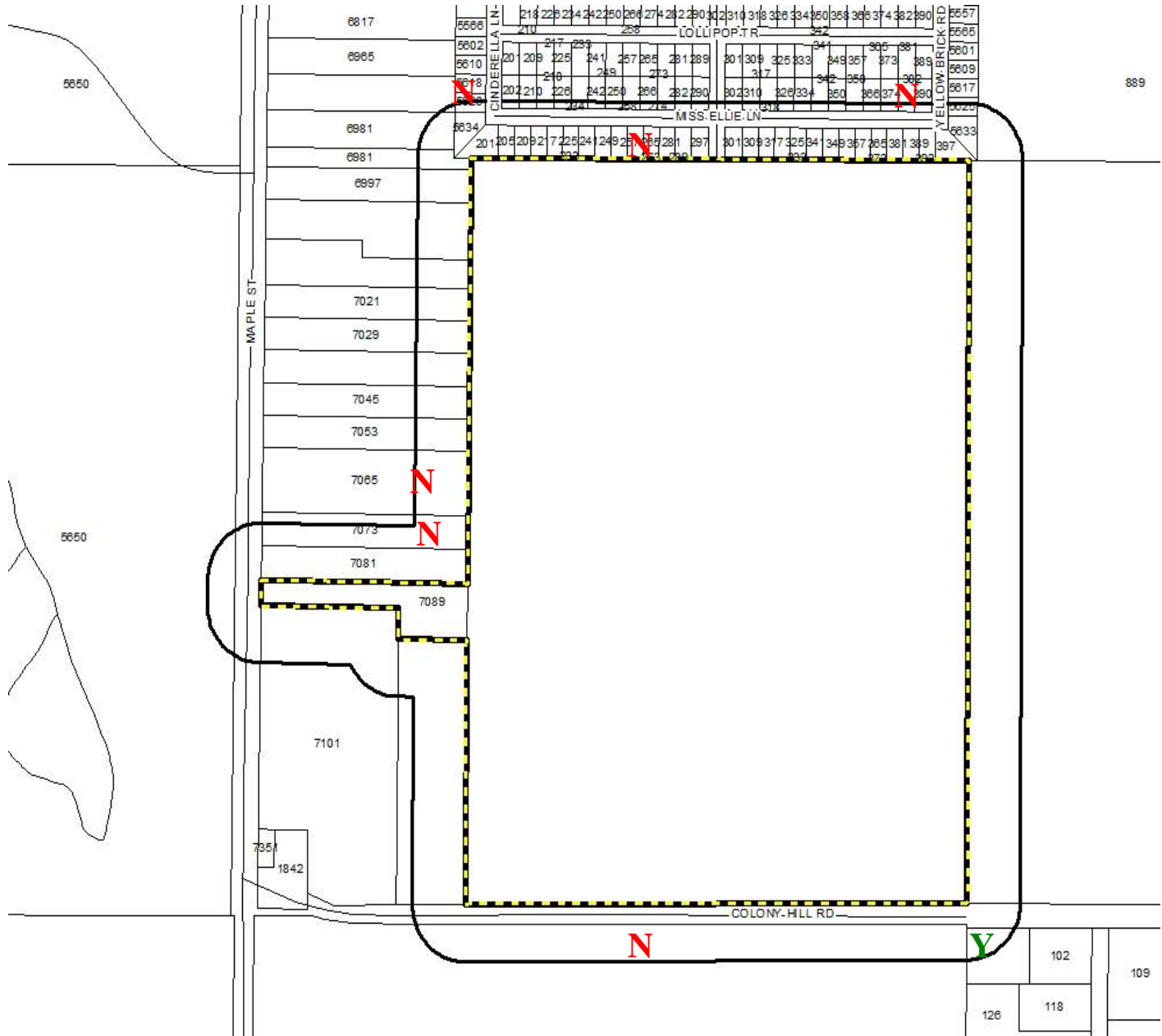
Property owners within a 200-foot radius were notified of the request.

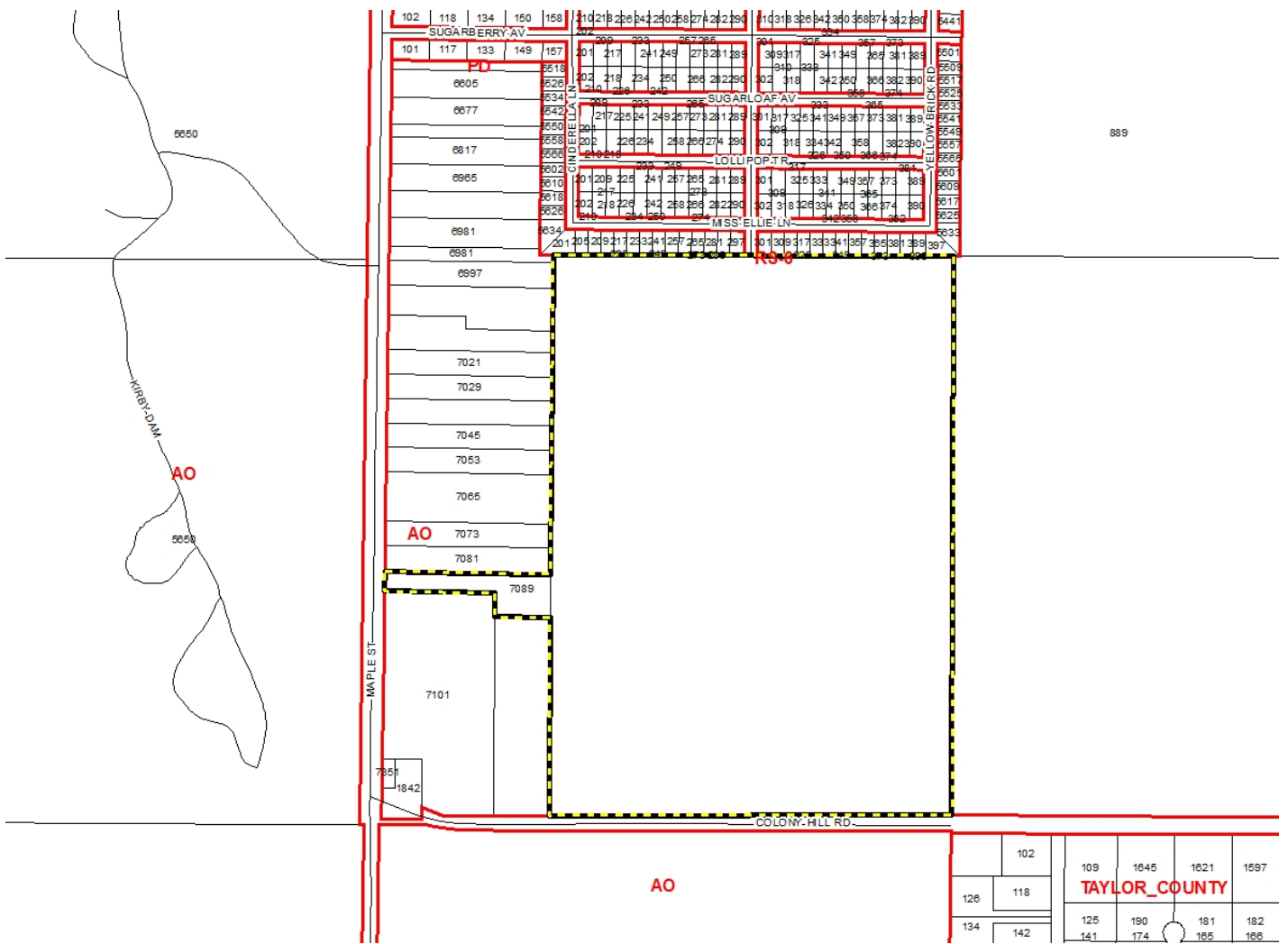
OWNER	ADDRESS	RESPONSE
VILLARREAL JOHN M	374 MISS ELLIE LN	
CASTILLO TIMOTHY R & JENNIFER ANN	358 MISS ELLIE LN	
ROBERTSON MELISSA A	5626 CINDERELLA LN	Opposed
IRVING ROY C JR & JANICE K	266 MISS ELLIE LN	
HERNANDEZ JUAN D	258 MISS ELLIE LN	
CALCOTE JUSTIN R & KARI L	366 MISS ELLIE LN	
BLACKBURN KASCHA	310 MISS ELLIE LN	
MC VAY JOSHUA NELSON	250 MISS ELLIE LN	
HAVENS RORY ELING	350 MISS ELLIE LN	
WILLIMAS RACHEL RENEE	334 MISS ELLIE LN	
SAMANIEGO JESUS F & MARIE L	210 MISS ELLIE LN	
WELLS FARGO BANK N.A.	342 MISS ELLIE LN	
DUCOTE PAUL & MICHELLE S	326 MISS ELLIE LN	
JOHNSON KEVIN T	218 MISS ELLIE LN	
WEST ALVA LEON	202 MISS ELLIE LN	
GARZA REUBEN ADAM & LUGO MELISSA	382 MISS ELLIE LN	Opposed
JUNCTION BUILDERS LLC	290 MISS ELLIE LN	
VACHON CHRISTOPHER RYAN &	234 MISS ELLIE LN	
TREVINO ANDREW	318 MISS ELLIE LN	
RAMIREZ LEE ROY DBA	302 MISS ELLIE LN	
JUNCTION BUILDERS LLC	242 MISS ELLIE LN	
BARNUM RYAN J & LETTICE	226 MISS ELLIE LN	
MC NEIL FOUNDATION	7029 MAPLE ST	
MCLEOD PROPERTY DEV LLC	7089 MAPLE ST	In Favor
SANDERS EDDIE LEE	7021 MAPLE ST	
SANDERS EDDIE LEE		
MC NEIL FOUNDATION TR		
CLEMENTS JASON RAY &	7045 MAPLE ST	
SUNIGA MENDEZ DIXIE LYNN	7073 MAPLE ST	Opposed
SILK DUSTIN S	7081 MAPLE ST	
SANDERS EDDIE LEE		
HILLER JAMES NELSON		

HANCOCK MARK T & CANDACE R	225 MISS ELLIE LN	
KEITH KEVIN G & SHEA NICOLE	317 MISS ELLIE LN	
FRANKLIN DEJON D	249 MISS ELLIE LN	
JUNCTION BUILDERS LLC	341 MISS ELLIE LN	
ECKERT LARRY E & JANA E	6997 MAPLE ST	
THOMPSON MARIA ALEJANDRA	273 MISS ELLIE LN	
ZUGAI SHANE E	309 MISS ELLIE LN	
TIMP BARRY J & JENNIFER A	233 MISS ELLIE LN	
LETCHMAN HUNTER S D & AMANDA L	265 MISS ELLIE LN	
BRADSHAW JAKE W & KELLEY L	357 MISS ELLIE LN	
DANKO BRIAN S & JODI	393 MISS ELLIE LN	
PARISH HEATHER L	217 MISS ELLIE LN	
MC LENDON ERICK & TIFANY	257 MISS ELLIE LN	
FORDE RYAN L & FORDE MICHAEL D	297 MISS ELLIE LN	
JUNCTION BUILDERS LLC	325 MISS ELLIE LN	
JUNCTION BUILDERS LLC	333 MISS ELLIE LN	
JUNCTION BUILDERS LLC	365 MISS ELLIE LN	
MANDEL CHRIS & MARY ANNE	205 MISS ELLIE LN	
ALANIS LAVILLA HOMES LLC	397 MISS ELLIE LN	
CHENEVERT JAMES H & REBEKAH A	5625 YELLOW BRICK RD	
KIDD SHAWN T	241 MISS ELLIE LN	
MC CRAY ROBERT & CHERIE	349 MISS ELLIE LN	
JACK GLEN D & MARJORIE LF EST	5633 YELLOW BRICK RD	
HEINTZELMAN JOHN C &		
GATES EDWARD	209 MISS ELLIE LN	
LAWRENCE GARY & LAURA	281 MISS ELLIE LN	
RAMBO ERIC	289 MISS ELLIE LN	
SPENCER BRIAN W	301 MISS ELLIE LN	
JUNCTION BUILDERS LLC	373 MISS ELLIE LN	
DAMRON JEFFREY M	389 MISS ELLIE LN	
RODRIGUEZ GUMERSINDO SANTIAGO	381 MISS ELLIE LN	
GERARDO SERVANDO & MURRIELL	6981 MAPLE ST	
MC LEOD WANDA		
STEENKAMP CASPER & ASHLEY	390 MISS ELLIE LN	
JUNCTION BUILDERS LLC	282 MISS ELLIE LN	
JUNCTION BUILDERS LLC	274 MISS ELLIE LN	
BUHARI INC		In Favor
ALDERMAN KYLE C & LAUREN N	201 MISS ELLIE LN	
TALIAFERRO SCOTT		Opposed
MC LEOD WANDA	889 HARDISON LN	
MC LEOD WANDA		
CASELTINE JEFFREY & SHANNON L	7053 MAPLE ST	
VILLALOVAS JUAN & KANDIS	7065 MAPLE ST	Opposed
WEEKS ROBERT W	7101 MAPLE ST	

MARTIN COREY & TIFFANY	5634 CINDERELLA LN	
GERARDO MURRIELL	6981 MAPLE ST	
CITY OF ABILENE	5650 MAPLE ST	

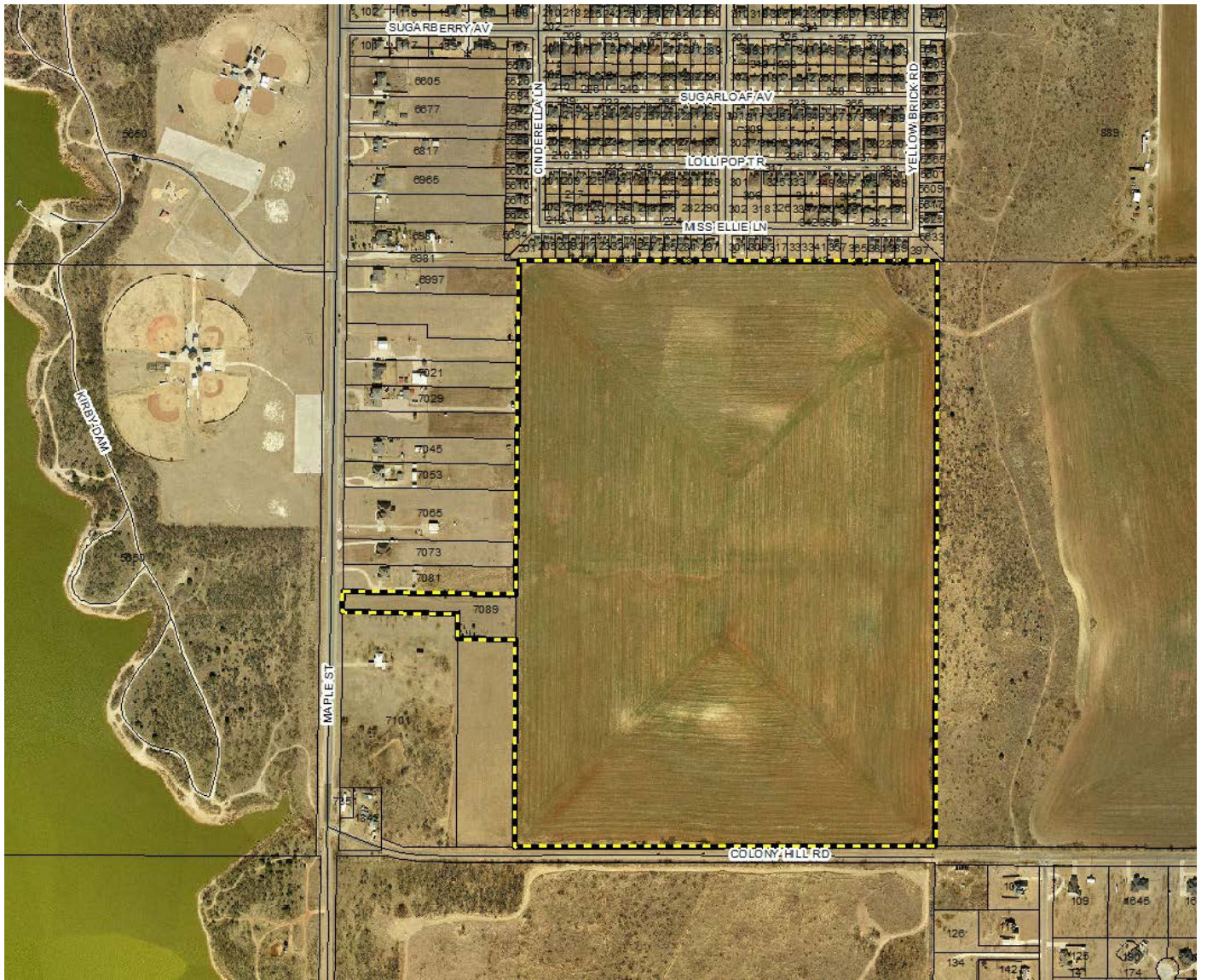
1 in Favor- **Y**
6 Opposed- **N**







Case # Z-2012-18
 Updated: July 27, 2012



City Council
Agenda Memo



City Council
Meeting Date: 8/23/2012

TO: Larry D. Gilley, City Manager

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

SUBJECT: First reading of an ordinance for Case No. Z-2012-19, a request from Charles E. Schroeder III, represented by Enprotec/Hibbs & Todd Inc., to rezone property from RS-8/COR (Single-Family Residential/Corridor Overlay) to NO/COR (Neighborhood Office/Corridor Overlay), located on approximately 1/2 acre at 5657 Buffalo Gap Road, and setting a public hearing for September 13, 2012

GENERAL INFORMATION

The subject property is currently vacant with more than 100 feet of frontage on Buffalo Gap Road and its rear boundary abutting a single-family residential district. This property's owner is seeking its rezoning to a Neighborhood Office (NO) classification. The NO zoning classification is intended for close compatibility with nearby residences, by significantly limiting the range of allowed use as well as the intensity of building development.

The Buffalo Gap Road Corridor Study (adopted by City Council) includes a policy plan for future land use. This policy plan suggests that office uses are suitable at even mid-block locations along Buffalo Gap Road, with appropriate protections for nearby residences.

STAFF RECOMMENDATION

Staff recommends approval as requested, given the protective characteristics of proposed NO zoning.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6 in favor (Bixby, Famble, Glenn, McClarty, Rosenbaum and Yungblut), none opposed and one abstaining (Todd).

ATTACHMENTS

Ordinance
Staff Report with Maps

Prepared by:

Name: Bradley Stone

Title: Planner II

August 10, 2012

Item No. 6.3

Disposition by City Council

Approved Ord/Res#

Denied _____

Other

City Secretary

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING this 23rd day of August, A.D. 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 19th day of June, 2012, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 13th day of September, 2012 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 13th day of September, A.D. 2012.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from RS-8/COR (Single-Family Residential/Corridor Overlay) to NO (Neighborhood Office/Corridor Overlay) District.

Legal Description:

one-half (1/2) acre of land out of the A. Greenwall Survey 100 in Taylor County, Texas and described more particularly by metes-and-bounds as follows:

BEGINNING at a stake set in the east right-of-way line for Buffalo Gap Road (a.k.a. Farm-to-Market Highway 89), from said point the northeast corner of said A. Greenwall Survey 100 bears West 2526.4 feet and South 23° 45' West 416 feet, for the northwest corner of this tract;

THENCE South 23° 45' West for a distance of 104 feet with the east line of said right-of-way, to a stake set for the southwest corner of this tract;

THENCE East for a distance of 228.8 feet, to a stake set for the southeast corner of this tract;

THENCE North 23° 45' East for a distance of 104 feet, to a stake set for the northeast corner of this tract;

THENCE West for a distance of 228.8 feet, to the PLACE OF BEGINNING

Location:

5657 Buffalo Gap Road (a.k.a. Farm-to-Market Highway 89)

-END-

ZONING CASE Z-2012-19

STAFF REPORT



APPLICANT INFORMATION:

Charles E. Schroeder, III
Agent: Enprotec/Hibbs & Todd

HEARING DATES:

Planning & Zoning Commission: August 6, 2012
City Council 1st Reading: August 23, 2012
City Council 2nd Reading: September 13, 2012

LOCATION:

5657 Buffalo Gap Road

REQUESTED ACTION:

Rezone property from RS-8/COR to NO/COR.



SITE CHARACTERISTICS:

The subject parcel totals approximately 0.53 acres and is currently zoned RS-8/COR (Single Family Residential with Corridor Overlay). The parcel has been vacant for several years. The adjacent properties have RS-8/COR (Single-Family Residential with Corridor Overlay) zoning to the west, north, and south, and PDD/COR (Planned Development District with Corridor Overlay) to the east, which allows for single family residential.

ZONING HISTORY:

The area was annexed in 1963 and zoned RS-8 sometime after it was annexed. The Buffalo Gap Corridor Overlay was adopted in 2006.

ANALYSIS:

- Current Planning Analysis
Currently the property is zoned RS-8/COR (Single Family Residential with Corridor Overlay) and has been vacant for several years. The properties surrounding the subject property have been developed with single family homes. A rezoning was approved 2 years ago for O (Office) zoning farther south along Buffalo Gap Road. The purpose of the request is to allow for a neighborhood office development.
- Comprehensive Planning Analysis
The Future Land Use section of the Comprehensive Plan designates this general area as low density residential. The requested office zoning is compatible with the Buffalo Gap Corridor study which specifically states that residential and office uses are suitable at mid block locations, such as the subject property. The proposed zoning request would be similar to the previously approved request and is compatible with the area.

PLANNING STAFF RECOMMENDATION:

Case # Z-2012-19
Updated: July 27, 2012

Staff recommends approval as requested.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval of the requested zoning of NO/COR by a vote of six (6) in favor (Famble, Glenn, Rosenbaum, Yungblut, Bixby and McClarty) and none (0) opposed. (Mr. Todd abstained from Z-2012-19).

NOTIFICATION:

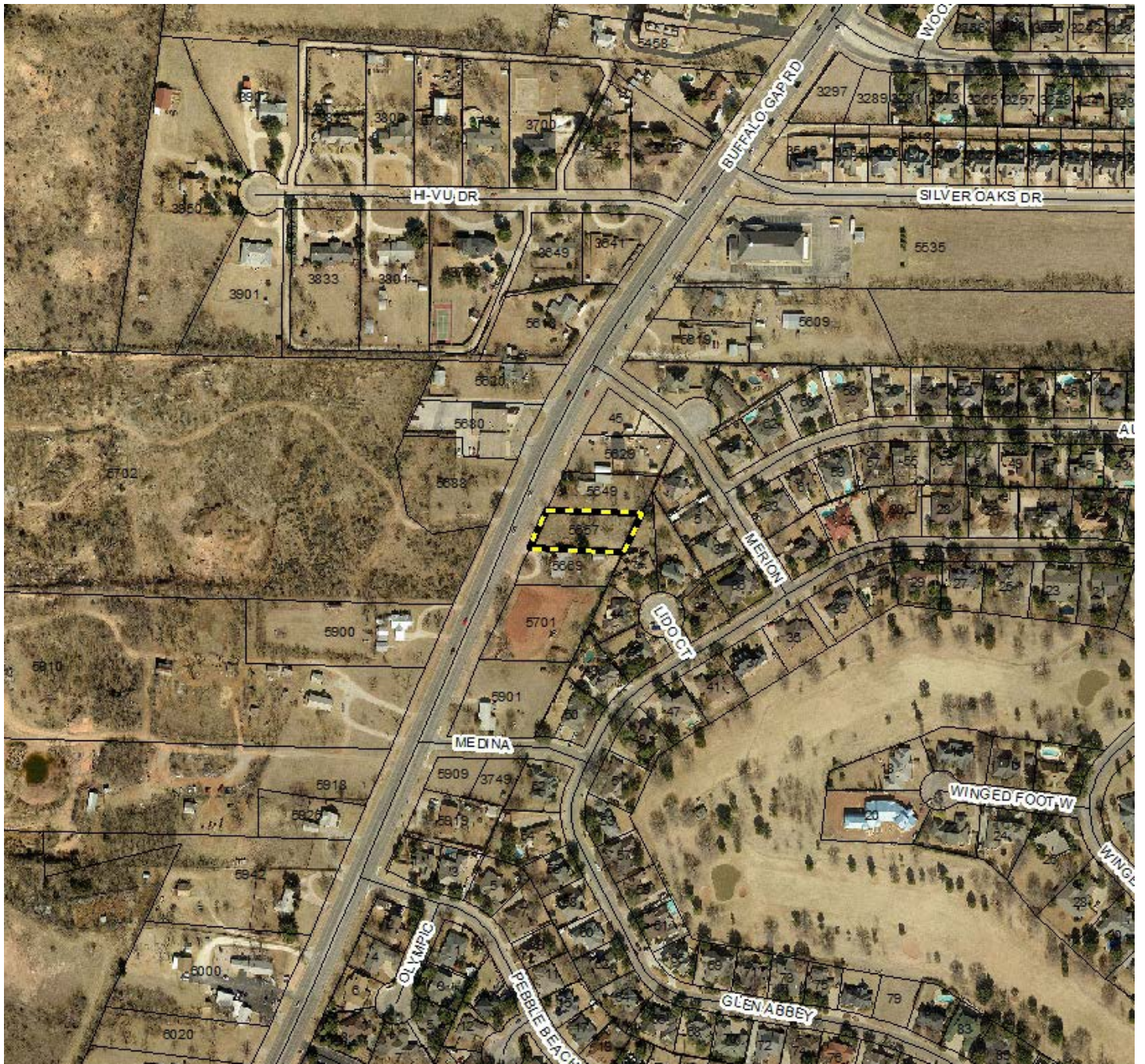
Property owners within a 200-foot radius were notified of the request.

OWNER	ADDRESS	RESPONSE
SCHROEDER CHARLES III	5657 BUFFALO GAP RD	In Favor
CHISHOLM EXPLORATION INC	5701 BUFFALO GAP RD	In Favor
MC MULLEN BILLIE M	5669 BUFFALO GAP RD	
STEPHENS PROP INC	5688 BUFFALO GAP RD	In Favor
SCHROEDER ERIN KATHLEEN	48 GLEN ABBEY	In Favor
CITY OF ABILENE	5680 BUFFALO GAP RD	
MADELEY PHILIP C & BALBASTRO ELPIDIA H	5 MERION	
SHARP JONATHAN LAEL & JARED LAYTON	5629 BUFFALO GAP RD	
WEBB MARK &	46 GLEN ABBEY	
GAZAILLE ARTHUR L & GERALDINE L	3 MERION	
STEPHENS PROP INC	5702 BUFFALO GAP RD	In Favor
ENSERCH CORP	45 MERION	
MEYERS RICHARD H & VICKIE	40 LIDO CT	
PELTON RICHARD P SR & VICKIE F	38 GLEN ABBEY	
RUZINSKY JOHN A & NANCY K	44 LIDO CT	
KVK PROPERTIES LLC	7 MERION	
ABBOTT BLANCHE N MRS	5649 BUFFALO GAP RD	
BUNDY FRED R & GABRIELA C	42 LIDO CT	

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









City Council
Agenda Memo



City Council
Meeting Date: 8/23/2012

TO: Larry D. Gilley, City Manager

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

SUBJECT: First reading of an ordinance for Case No. Z-2012-20, a request from Charles E. Schroeder III, represented by Enprotec/Hibbs & Todd Inc., to rezone property from RS-8/COR (Single-Family Residential/Corridor Overlay) to NO/COR (Neighborhood Office/Corridor Overlay), located on approximately one acre at 5901 Buffalo Gap Road, and setting a public hearing for September 13, 2012

GENERAL INFORMATION

The subject property is occupied by single-family home on a parcel with more than 200 feet of frontage on Buffalo Gap Road. The subject property's rear boundary abuts a single-family residential district. This property's owner is seeking its rezoning to a Neighborhood Office (NO) classification. The NO zoning classification is intended for close compatibility with nearby residences, by significantly limiting the range of allowed use as well as the intensity of building development.

The Buffalo Gap Road Corridor Study (adopted by City Council) includes a policy plan for future land use. This policy plan suggests that office uses are suitable even at mid-block locations along Buffalo Gap Road, with appropriate protections for nearby residences.

STAFF RECOMMENDATION

Staff recommends approval as requested, given the protective characteristics of proposed NO zoning.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6 in favor (Bixby, Famble, Glenn, McClarty, Rosenbaum and Yungblut), none opposed and one abstaining (Todd).

ATTACHMENTS

Ordinance
Staff Report with Maps

Prepared by:

Name: Bradley Stone

Title: Planner II

August 10, 2012

Item No. 6.4

Disposition by City Council

- Approved Ord/Res# _____
- Denied
- Other

City Secretary

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING this 23rd day of August, A.D. 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 19th day of June, 2012, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 13th day of September, 2012 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 13th day of September, A.D. 2012.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from RS-8/COR (Single-Family Residential/Corridor Overlay) to NO (Neighborhood Office/Corridor Overlay) District.

Legal Description:

1.001 acre of land out of the A. Greenwall Survey 100 in Taylor County, Texas, being the same tract described as Tracts 1 and 2 in a deed to Scott Christopher Jones and recorded on Page 583 in Volume 2101 of Official Public Records of Real Property in Taylor County, Texas, and said 1.001 acre being more particularly described by metes-and-bounds as follows:

BEGINNING at a point on the east line of right-of-way for Buffalo Gap Road (a.k.a. Texas Farm-to-Market Highway 89), for the southwest corner of a 1.0296-acre tract described in a deed to A.E. Nelson, Jr. and recorded as Taylor County Clerk's File No. 2008-0223181, from said point the northeast corner of said A. Greenwall Survey 100 bears North 23° 45' East 832 feet and East 2526.4 feet, and from said point a 2 3/8-inch pipe corner post bears West 0.3 feet ;

THENCE East along the south line of said Nelson tract a distance of 233.007' to a 3/8-inch rebar with a cap set on the west line of Block V in The Fairways as shown on a plat of said Fairways subdivision recorded on Slide 294-C in Cabinet 2 of the Taylor County Clerk's Plat Records, for the southeast corner of said Nelson tract and the northeast corner of this tract;

THENCE South 23° 45' West along the west line of said Block V in The Fairways, for a distance of 207.2 feet to a 3/8-inch rebar with a cap set on the north line of Medina, for the southeast corner of this tract;

THENCE North 89° 48' 28" West along the north line of said Medina, for a distance of 227.76 feet to a 3/8-inch rebar with cap set on the east line of Buffalo Gap Road (a.k.a Farm-to-Market Highway 89) for the southwest corner of this tract;

THENCE North 22° 28' 23" East along the east right-of-way line for Buffalo Gap Road, for a distance of 204.41 feet, to the PLACE OF BEGINNING

Location:

5901 Buffalo Gap Road (a.k.a. Texas Farm-to-Market Highway 89)

-END-

ZONING CASE Z-2012-20

STAFF REPORT



APPLICANT INFORMATION:

Charles E. Schroeder, III
Agent: Enprotec/Hibbs & Todd

HEARING DATES:

Planning & Zoning Commission: August 6, 2012
City Council 1st Reading: August 23, 2012
City Council 2nd Reading: September 13, 2012

LOCATION:

5901 Buffalo Gap Road

REQUESTED ACTION:

Rezone property from RS-8/COR to NO/COR.



SITE CHARACTERISTICS:

The subject parcel totals approximately 1.00 acres and is currently zoned RS-8/COR (Single Family Residential with Corridor Overlay). The parcel has been developed with a single-family home. The adjacent properties have RS-8/COR (Single-Family Residential with Corridor Overlay) zoning to the west and south, O (Office) zoning to the north, and PDD/COR (Planned Development District with Corridor Overlay) to the east, which allows for single family residential.

ZONING HISTORY:

The area was annexed in 1963 and zoned RS-8 sometime after it was annexed. The Buffalo Gap Corridor Overlay was adopted in 2006.

ANALYSIS:

- Current Planning Analysis
Currently the property is zoned RS-8/COR (Single Family Residential with Corridor Overlay) and has been developed with a single-family home. The properties surrounding the subject property have been developed with single family homes. A rezoning was approved 2 years ago for O (Office) zoning adjacent to the north along Buffalo Gap Road. The purpose of the request is to allow for a neighborhood office development.
- Comprehensive Planning Analysis
The Future Land Use section of the Comprehensive Plan designates this general area as low density residential. The requested office zoning is compatible with the Buffalo Gap Corridor study which specifically states that residential and office uses are suitable at mid block locations, such as the subject property. The proposed zoning request would be similar to the previously approved request and is compatible with the area.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval as requested.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

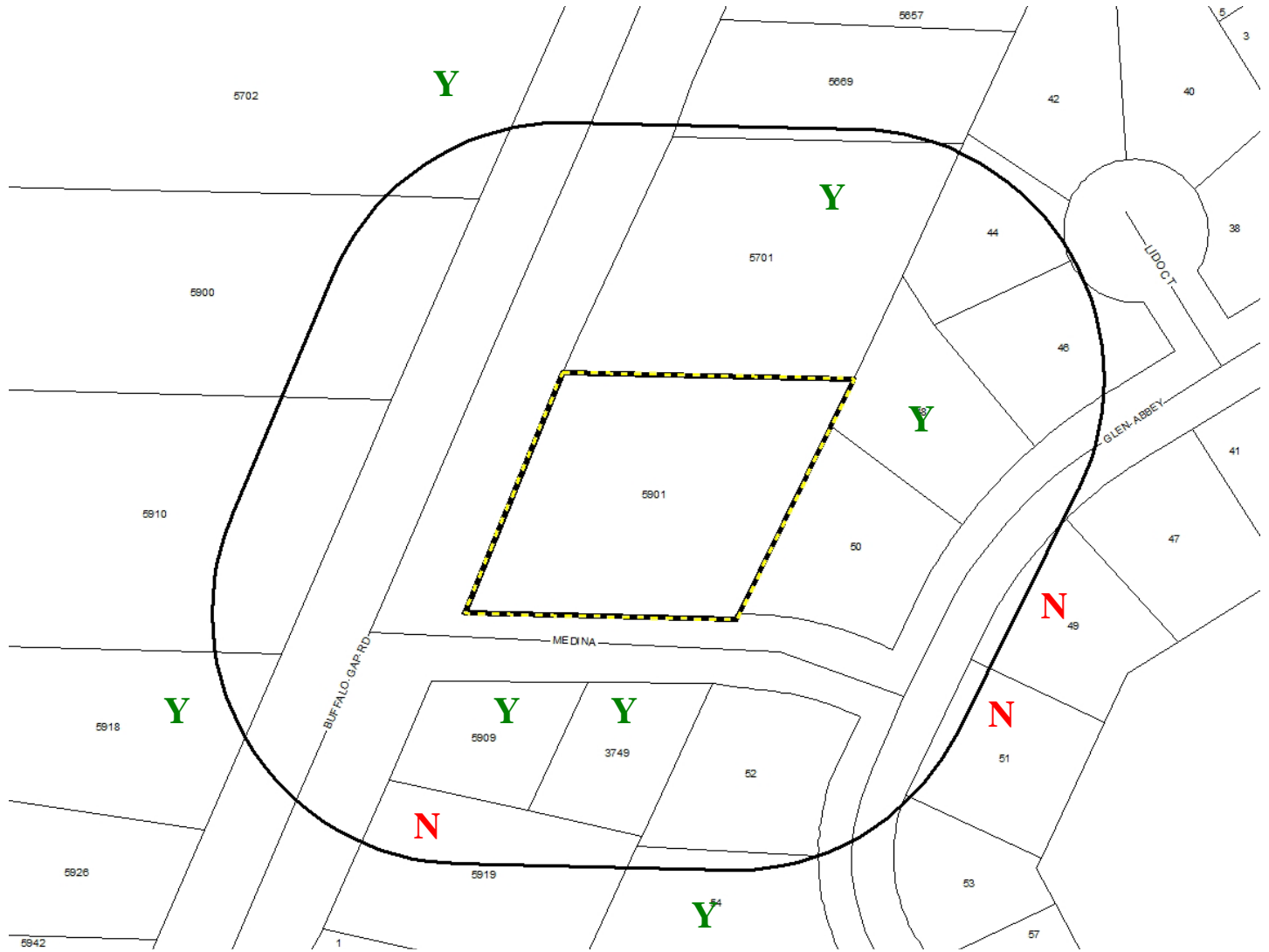
The Planning and Zoning Commission recommended approval of the requested zoning of NO/COR by a vote of six (6) in favor (Famble, Glenn, Rosenbaum, Yungblut, Bixby and McClarty) and none (0) opposed. (Mr. Todd abstained from Z-2012-20).

NOTIFICATION:

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

OWNER	ADDRESS	RESPONSE
JOHNSON ARNOLD	5900 BUFFALO GAP RD	
HUGHES FRED LEE	51 GLEN ABBEY	Opposed
MATHUR SANDIP & MISHI	49 GLEN ABBEY	Opposed
RAMPY ROYCE	53 GLEN ABBEY	
DAVIS GEORGE NICKOLAS & M MARGARET	54 GLEN ABBEY	In Favor
NELSON A E JR	3749 MEDINA	In Favor
NELSON A E JR	5909 BUFFALO GAP RD	In Favor
TURNER RANDY V & BOBBIE G	52 GLEN ABBEY	
STEPHENS PROP INC	5702 BUFFALO GAP RD	In Favor
STEPHENS O B JR & BRAD STEPHENS	5910 BUFFALO GAP RD	In Favor
STROUD MARY	50 GLEN ABBEY	
SCHROEDER ERIN KATHLEEN	48 GLEN ABBEY	In Favor
CHISHOLM EXPLORATION INC	5701 BUFFALO GAP RD	In Favor
RUZINSKY JOHN A & NANCY K	44 LIDO CT	
MC MULLEN BILLIE M	5669 BUFFALO GAP RD	
SCHROEDER CHARLES E III	5901 BUFFALO GAP RD	In Favor
WEBB MARK & BALBASTRO ELPIDIA H	46 GLEN ABBEY	
MUNOZ PETE G SR & GLORIA V	5919 BUFFALO GAP RD	Opposed
STEPHENS PROPERTIES INC	5918 BUFFALO GAP RD	In Favor

7 in Favor- **Y**
3 Opposed- **N**









City Council
Agenda Memo



City Council
Meeting Date: 8/23/2012

TO: Larry D. Gilley, City Manager

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

SUBJECT: First reading of an ordinance for Case No. Z-2012-21, a request from A.E. Nelson Jr., represented by Enprotec/Hibbs & Todd Inc., to rezone property from RS-8/COR (Single-Family Residential/Corridor Overlay) to NO/COR (Neighborhood Office/Corridor Overlay), located on two adjoining parcels at 5909 Buffalo Gap Road and at 3749 Medina, and setting a public hearing for September 13, 2012

GENERAL INFORMATION

The subject property consists of two vacant tracts which together have approximately 85' of frontage on Buffalo Gap Road and 222' of frontage on Medina. The subject property adjoins single-family home sites on its other two (east and south) boundaries. This property's owner is seeking its rezoning to a Neighborhood Office (NO) classification. The NO zoning classification is intended for close compatibility with nearby residences, by significantly limiting the range of allowed use as well as the intensity of building development.

The Buffalo Gap Road Corridor Study (adopted by City Council) includes a policy plan for future land use. This policy plan suggests that office uses are suitable even at mid-block locations along Buffalo Gap Road, with appropriate protections for nearby residences.

STAFF RECOMMENDATION

Staff recommends approval as requested, given the protective characteristics of proposed NO zoning.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6 in favor (Bixby, Famble, Glenn, McClarty, Rosenbaum and Yungblut), none opposed and one abstaining (Todd).

ATTACHMENTS

Ordinance
Staff Report with Maps

Prepared by:

Name: Bradley Stone

Title: Planner II

August 10, 2012

Item No. 6.5

Disposition by City Council

- Approved Ord/Res# _____
- Denied
- Other

City Secretary

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING this 23rd day of August, A.D. 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 19th day of June, 2012, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 13th day of September, 2012 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 13th day of September, A.D. 2012.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from RS-8/COR (Single-Family Residential/Corridor Overlay) to NO (Neighborhood Office/Corridor Overlay) District.

Legal Description:

Lots 1 and 2, Block A, Lien Subdivision of 0.552 acres out of the A. Greenwall Survey 100 in the City of Abilene, Taylor County, Texas, as said Lots 1 and 2 are shown on a plat of said Lien Subdivision recorded on Slide 374-D in Cabinet 2 of the Taylor County Clerk's Plat Records.

Location:

5909 Buffalo Gap Road (a.k.a. Texas Farm-to-Market Highway 89)
-and-
3749 Medina

-END-

ZONING CASE Z-2012-21

STAFF REPORT



APPLICANT INFORMATION:

A.E. Nelson, Jr
Agent: Enprotec/Hibbs & Todd

HEARING DATES:

Planning & Zoning Commission: August 6, 2012
City Council 1st Reading: August 23, 2012
City Council 2nd Reading: September 13, 2012

LOCATION:

5909 Buffalo Gap Rd & 3749 Medina

REQUESTED ACTION:

Rezone property from RS-8/COR to NO/COR.



SITE CHARACTERISTICS:

The subject parcels total approximately 0.52 acres and are currently zoned RS-8/COR (Single Family Residential with Corridor Overlay). The parcels are undeveloped. The adjacent properties have RS-8/COR (Single-Family Residential with Corridor Overlay) zoning to the west, south, and north, and PDD/COR (Planned Development District with Corridor Overlay) to the east, which allows for single family residential.

ZONING HISTORY:

The area was annexed in 1963 and zoned RS-8 sometime after it was annexed. The Buffalo Gap Corridor Overlay was adopted in 2006.

ANALYSIS:

- Current Planning Analysis
Currently the properties are zoned RS-8/COR (Single Family Residential with Corridor Overlay) and are undeveloped. The properties surrounding the subject property have been developed with single family homes. A rezoning was approved 2 years ago for O (Office) zoning to the north along Buffalo Gap Road. The purpose of the request is to allow for a neighborhood office development.
- Comprehensive Planning Analysis
The Future Land Use section of the Comprehensive Plan designates this general area as low density residential. The requested office zoning is compatible with the Buffalo Gap Corridor study which specifically states that residential and office uses are suitable at mid block locations, such as the subject property. The proposed zoning request would be similar to the previously approved request and is compatible with the area.

PLANNING STAFF RECOMMENDATION:

Case # Z-2012-21
Updated: July 27, 2012

Staff recommends approval as requested.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

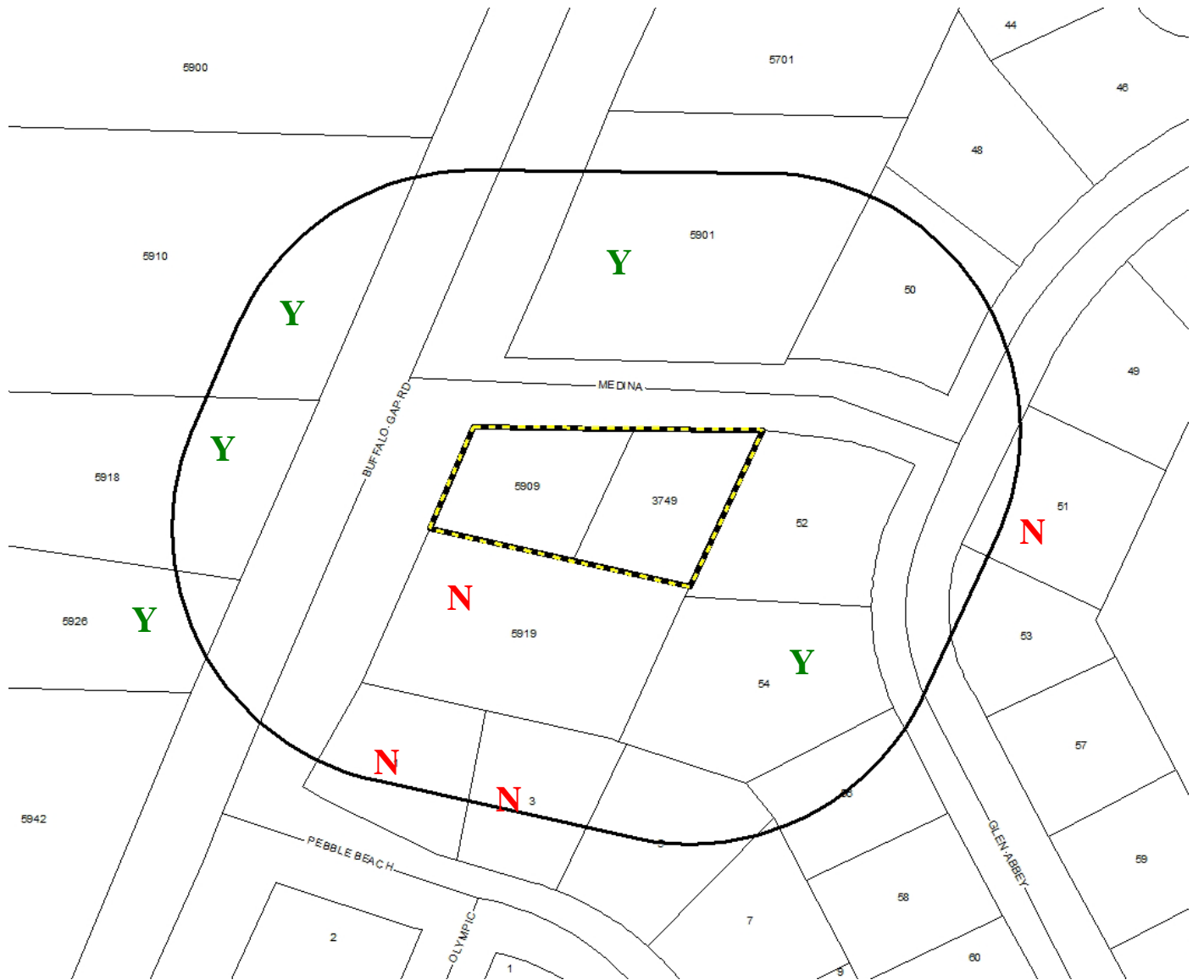
The Planning and Zoning Commission recommended approval of the requested zoning of NO/COR by a vote of six (6) in favor (Famble, Glenn, Rosenbaum, Yungblut, Bixby and McClarty) and none (0) opposed. (Mr. Todd abstained from Z-2012-21)

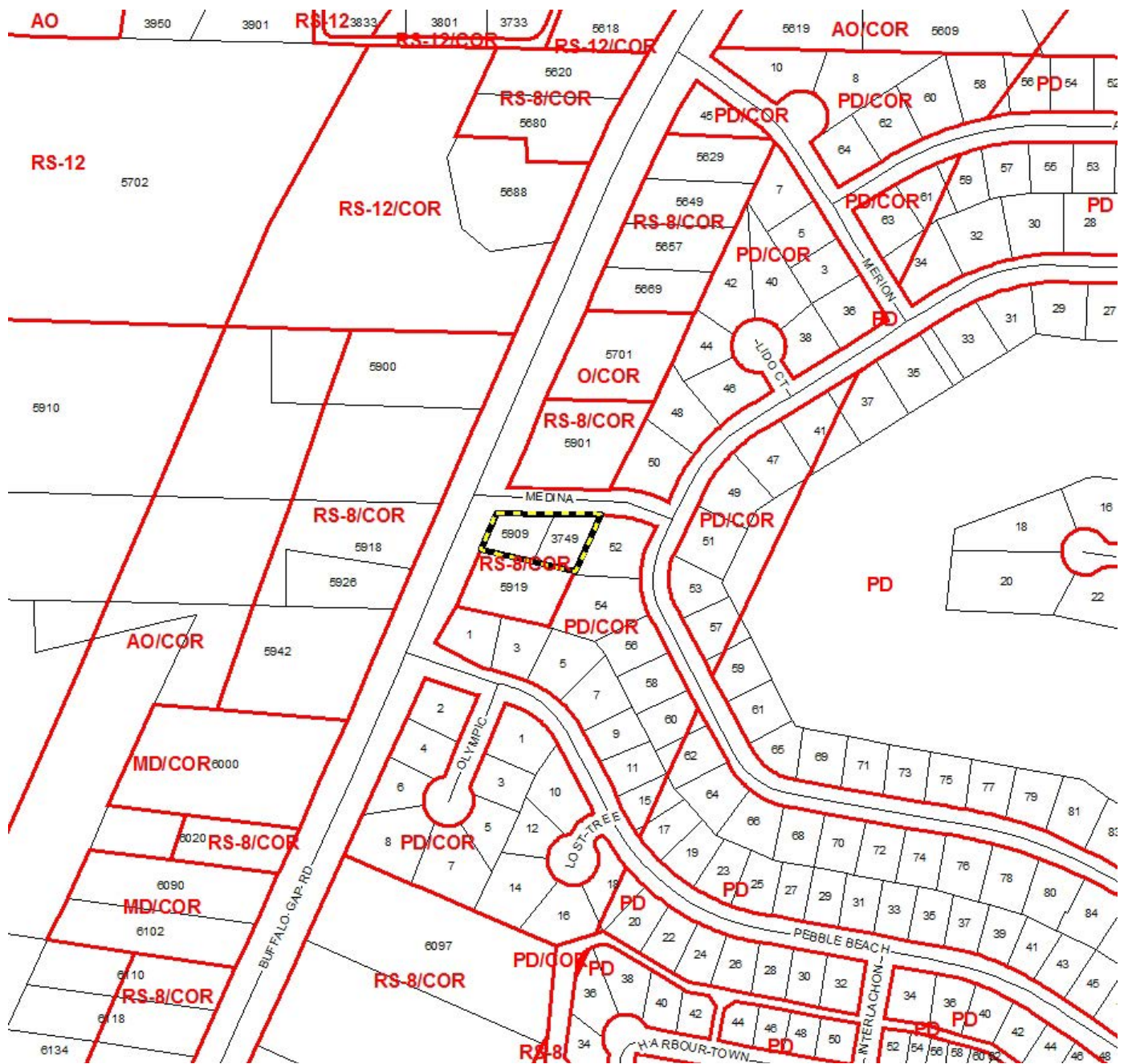
NOTIFICATION:

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

OWNER	ADDRESS	RESPONSE
HUGHES FRED LEE	51 GLEN ABBEY	Opposed
PUISSANT	7 PEBBLE BEACH	
WALKER DWAYNE K& C LA RUE	1 PEBBLE BEACH	Opposed
FRYMIRE TOMMY R & LORI D	5 PEBBLE BEACH	
MC NEER JAMES F & BEVERLY K	3 PEBBLE BEACH	
WOMACK DUKE & JAMIE	56 GLEN ABBEY	
RAMPY ROYCE	53 GLEN ABBEY	
DAVIS GEORGE NICKOLAS & M MARGARET	54 GLEN ABBEY	In Favor
STEPHENS PROPERTIES INC	5926 BUFFALO GAP RD	In Favor
NELSON A E JR	3749 MEDINA	In Favor
NELSON A E JR	5909 BUFFALO GAP RD	In Favor
TURNER RANDY V & BOBBIE G	52 GLEN ABBEY	
STEPHENS O B JR & BRAD STEPHENS	5910 BUFFALO GAP RD	In Favor
STROUD MARY	50 GLEN ABBEY	
SCHROEDER CHARLES E III	5901 BUFFALO GAP RD	In Favor
MUNOZ PETE G SR & GLORIA V	5919 BUFFALO GAP RD	Opposed
STEPHENS PROPERTIES INC	5918 BUFFALO GAP RD	In Favor

5 in Favor- **Y**
4 Opposed- **N**









**City Council
Agenda Memo**



**City Council
Meeting Date: 08/23/12**

TO: Larry D. Gilley, City Manager
FROM: Megan R. Santee, Director of Public Works
SUBJECT: Extended Term Street Use License Agreement with Lauren Engineers & Constructors, Inc., for portion of Public Right-of-Way at South 1st & Pine Street.

GENERAL INFORMATION

Lauren Engineers & Constructors, Inc. has submitted an Extended Term Street Use License (SUL) application for use of a portion of the public right-of-way at South 1st and Pine Street. The applicant wishes to use 528 square feet (16'x33') of City owned, public right-of-way adjoining the southwest corner of their building at 901 South 1st Street (as shown on the attached map) in order to house a backup generator, which will be located adjacent to the applicant's existing enclosure for their HVAC units. The applicant requests that they be allowed to extend their existing chain link fencing in order to enclose the permitted area where the generator will be housed. No other private property owners or business tenants will be affected by this request. The Extended Term SUL Agreement will be for a term of ten (10) years from the date of execution, and the City may cancel the License Agreement at any time should it become necessary.

STAFF RECOMMENDATION

Staff has reviewed this request and recommends that City Council, by oral resolution, authorize the Mayor to execute the attached Extended Term Street Use License Agreement with Lauren Engineers & Constructors, Inc. for use of a portion of the public right-of-way at South 1st and Pine Street.

ATTACHMENTS

Street Use License Agreement, Extended Term
Exhibit "A" map of permitted area

Prepared by: Name: <u>Travis McClure</u> Title: <u>Land Agent</u>	Item No. <u>6.6</u>	Disposition by City Council <input type="checkbox"/> Approved Ord/Res# _____ <input type="checkbox"/> Denied <input type="checkbox"/> Other _____ City Secretary
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THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT
EXTENDED 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 Lauren Engineers & Constructors, Inc., 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:

528 Square Feet (16'x33') adjoining the southwest corner of Licensee's property/building at 901 S. 1st Street, and within the City owned, Public Right-of-Way at South 1st & Pine Streets, as shown on the attached Exhibit "A".

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:

Utilize permitted area to house backup generator (adjacent to existing fenced enclosure for building HVAC). Licensee may fence permitted area with chain link/security fencing.

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.

In the performing 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 or any third party, all such claim for damage or injury being expressly assumed by 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.

III. Insurance

Licensee agrees to secure and maintain the following types and amounts 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
a) Premises/Operations Coverage	\$500,000 ----- Per Occurrence for Bodily Injury, and
a) Contractual Liability Coverage	\$100,000 ----- Per Occurrence for Property Damage

The preceding insurance requirements notwithstanding, the City reserves the right to revise the types and amounts of insurance required by this License prior to the approval of the License or if License is 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:

- I. 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. The construction signing and barricading requirements of the Texas Manual On Uniform Traffic Control Devices shall be met for all work done in the public right-of-way.

3. The Licensee shall be responsible for locating, protecting, and repairing (if damaged) all utilities within the area permitted and shall pay all costs associated with adjustments to utilities including street lights that are necessitated by the permitted use.

4. Permitted facilities shall be installed in accordance with all applicable laws, regulations, and codes.

5. The Licensee shall relocate its facilities at its own expense to accommodate public improvements in the right-of-way.

6. If Street Use License regulations change, the Licensee shall agree to any new requirements or shall remove all constructed facilities from the right-of-way.

7. Upon termination the Licensee shall restore the property at its expense, to a good workmanlike condition and in a manner satisfactory to the Director of Public Works or designee.

8. 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, or welfare of the public. If the Licensee fails to comply with the order, the City shall remove the materials, and the Licensee shall reimburse the City for the cost of compliance. The Licensee may appeal the removal order to the Abilene City Council by filing written notice with the City Secretary within 5 days of the order; provided, however that ANY APPEAL SHALL NOT STAY THE OFFICIAL'S ORDER OR THE REMOVAL PROCEDURE.

V. Termination

1. This License shall automatically terminate ten (10) years from the date of execution.

2. The City shall have the right to cancel this License at any time by giving Licensee thirty (30) days notice of its cancellation. The notice shall be in writing delivered to Licensee by certified mail.

3. In the event Licensee shall permit any City of Abilene, Abilene Independent School District, West Central Texas Municipal Water District, or any other taxes assessed against it to become delinquent, this License shall automatically terminate and become null and void.

4. This License may not be assigned or conveyed; any attempt by Licensee to do either shall automatically terminate the License. In the event Licensee's client (the property owner) should sell the property for which the License has been granted, this License shall automatically terminate.

CITY OF ABILENE, TEXAS

Mayor

ATTEST:

City Secretary

APPROVED:
Kelley Messer
City Attorney

NAME OF LICENSEE:
LAUREN ENGINEERS + CONSTRUCTORS

By: [Signature]
Signature

MARK EDWARDS - IT DIRECTOR
Printed Name and Title

Business Address: _____

**STREET USE LICENSE AGREEMENT
WITH LAUREN ENGINEERS & CONSTRUCTORS, INC.**

CONDITIONS AND COVENANTS

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

1. If any work to install/remove equipment, fencing, etc. during the term of this License Agreement will result in blocking traffic lanes, the Licensee shall submit a traffic control plan to the Traffic & Transportation Administrator for approval before beginning the work.
2. The Licensee shall barricade any excavation in the right-of-way to prevent pedestrian and/or vehicular access while excavation is unattended. Barricades shall be lighted at night.

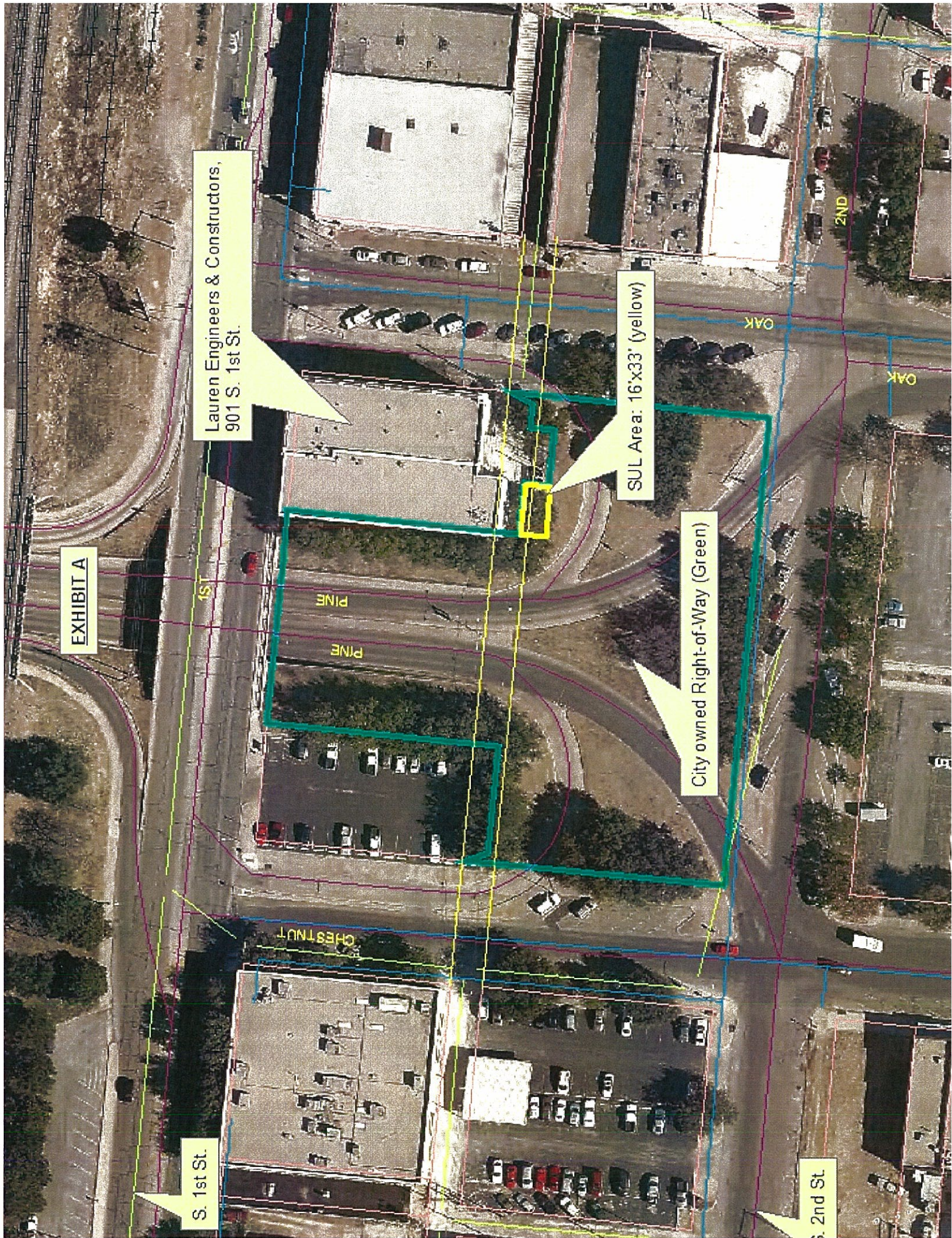


EXHIBIT A

Lauren Engineers & Constructors,
901 S. 1st St.

SUL Area: 16'x33" (yellow)

City owned Right-of-Way (Green)

S. 1st St.

S. 2nd St.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2012

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 Bowen, Miclette & Britt Insurance Agency, LLC 1111 North Loop West, #400 Houston TX 77008	CONTACT NAME: Jackie Westmoreland	
	PHONE (A/C, No, Ext): 713-880-7100 FAX (A/C, No): 713-880-7166 E-MAIL ADDRESS: jwestmoreland@bmbinc.com	
INSURED Lauren Engineers & Constructors, Inc. 901 S. First Street Abilene TX 79602	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Commerce & Industry Ins Co	19410
	INSURER B: Zurich American Ins. Co.	16535
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2038874367 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
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL0489187202	1/1/2012	1/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP4891874-02	1/1/2012	1/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE15069688	1/1/2012	1/1/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	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	WC4891879-02	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" 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)

Additional Insured is afforded as per the attached endorsement.
Primary is afforded as per the attached endorsement.
Waiver of Subrogation is afforded as per the attached endorsement.

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	1/1/12	Policy No.	WC4891879-02	Endorsement No.	
Insured				Premium \$	
Insurance Company		Countersigned By	_____		

WC 00 03 13
(Ed. 4-84)

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO4891872-02	01/01/13	1/1/12			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

- A. Section II – Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under SECTION I - Coverage A - Bodily Injury And Property Damage Liability and Section I - Coverage B - Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf; and resulting directly from:
 - a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
 - 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>BLANKET, AS REQUIRED BY WRITTEN CONTRACT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

BLANKET, AS REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: BAP4891874-02

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 1/1/12	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

1209287000

SCHEDULE

Insurance Company: AMERICAN ZURICH INSURANCE COMPANY	
Policy Number: BAP4891874002	Effective Date: 1/1/12
Expiration Date: 1/1/13	
Named Insured: LAUREN SERVICES, INC.	
Address: 901 S 1ST ST ABILENE TX 79602-1502	
Additional Insured (Lessor): ALL LESSORS Address:	
Designation Or Description Of 'Leased Autos': ALL LEASED AUTOS	

Coverages	Limit Of Insurance
Liability	\$1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

- a. You;
- b. Any of your "employees" or agents; or
- c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

SCHEDULE OF LOSS PAYEE(S)

Insurance for this coverage part provided by:
AMERICAN ZURICH INSURANCE COMPANY

St. Veh. #	Description of Vehicle	Loss Payee and Mailing Address
		ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR THE LOSS, TO PROVIDE LOSS PAYABLE COVERAGE.

Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
BAP4891874-02	1/1/12	1/1/13	1/1/12			

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP code):

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form
- Truckers Coverage Form
- Garage Coverage Form
- Motor Carrier Coverage Form

SCHEDULE

Name of Person or Organization:

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned: _____ Date: _____
Authorized Representative

U-CA-320-B CW (4/94)
Page 1 of 1

Insured Copy



STREET USE LICENSE AGREEMENT
EXTENDED TERM

APPLICATION

Applicant: LAUREN ENGINEERS + CONSTRUCTORS Phone: 325-670-9660

Address: 901 SOUTH 1ST ABILENE, TX 79602

Agent: MARK EDWARDS Phone: 325-439-1115

Description of Public Right-of-Way to be used: 528 SQUARE FEET (16' X 33') ON THE SOUTHWEST CORNER OF PROPERTY AT 901 SOUTH 1ST ADJACENT TO EXISTING FENCED AREA FOR HVAC UNITS (LOT 102, BLOCK 3)

Owner of adjacent property: CITY OF ABILENE

Proposed use of public right-of-way: EXTEND CHAIN LINK FENCING TO ENCLOSE NEW AREA THAT WILL HOUSE BACKUP GENERATOR ADJACENT TO EXISTING ENCLOSURE FOR BUILDING HVAC.

Reasons for the request: PROPOSED LAND TO BE USED IS OWNED BY CITY OF ABILENE AND REQUIRES PERMISSION VIA STREET USE LICENSE AGREEMENT.

Preferred City Council meeting for request to be considered: NEXT AVAILABLE

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

- Application fee- \$300
- Certificate or other evidence of insurance
- A dimensioned drawing showing existing and proposed features in the public right-of-way and on adjacent property (sidewalks, curbs, fire hydrants, buildings, fences, etc.)

Mark Edwards MARK EDWARDS

Signature of Applicant or Agent

5-14-2012
Date

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

**City Council
Agenda Memo**



**City Council
Meeting Date: 08/23/12**

TO: Larry D. Gilley, City Manager
FROM: Megan R. Santee, Director of Public Works
SUBJECT: Short Term Street Use License Agreement with Hardin-Simmons University for Control of Vehicular Access on Simmons Avenue

GENERAL INFORMATION

Hardin-Simmons University (HSU) has submitted a Street Use License (SUL) application for control of vehicular access to Simmons Avenue for home football games at HSU Shelton Stadium during the 2012 football season. This SUL Agreement will allow HSU to control the traffic on Simmons Avenue between Ambler Avenue and Vogel Avenue, beginning two hours before each football game and ending no later than two hours after the conclusion of each game. HSU Shelton Stadium is located on the east side of Simmons Avenue near Vogel Avenue, and some of the primary parking areas for the stadium lie across Simmons Avenue to the west and south. A similar SUL Agreement has been granted to HSU annually since 1993.

STAFF RECOMMENDATION

Staff has reviewed this request and recommends that the City Council, by oral resolution, authorize the Mayor to execute the attached Short Term Street Use License Agreement with Hardin-Simmons University for control of vehicular access to Simmons Avenue for football games at HSU Shelton Stadium during the 2012 football season.

ATTACHMENTS

Street Use License Agreement, Short Term

Prepared by:

Name: Travis McClure

Title: Land Agent

Item No. 6.7

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 Hardin-Simmons University, 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 Simmons Avenue from the north right-of-way line of Ambler Avenue to the south right-of-way line of Vogel Avenue

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:

Control vehicular access to the above described public right-of-way during football games at HSU Shelton Stadium during the 2012 football season.

II. Term of Agreement/Termination

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

*From 12:00 p.m. to 6:00 pm. on
9/1/12, 9/15/12, 9/29/12, 10/13/12 & 10/27/12*

In the event of any playoff games held at HSU Shelton Stadium after the scheduled home game dates listed above, the provisions of this license agreement will continue and apply.

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:

Address:_____

City Attorney

NAME OF LICENSEE:

By:_____

Signature

Printed Name and Title

Business

**STREET USE LICENSE AGREEMENT WITH HARDIN-SIMMONS UNIVERSITY FOR
CONTROL OF VEHICULAR ACCESS TO SIMMONS AVENUE BETWEEN AMBLER
AVENUE & VOGEL AVENUE FOR FOOTBALL GAMES AT HSU SHELTON STADIUM
DURING THE 2012 FOOTBALL SEASON**

CONDITIONS AND COVENANTS

EXHIBIT A

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

1. Control of the right-of-way may begin two (2) hours before the beginning of the football game and shall end no later than two (2) hours after the conclusion of the football game.
2. Simmons Avenue shall be barricaded to normal vehicular access at Ambler Avenue and Vogel Avenue, and may be barricaded at other locations within these boundaries. Barricades shall be manned at all times by a uniformed peace officer employed by or under contract with HSU.
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 Simmons Avenue within the boundaries of the street closure, as well as their guests, shall be allowed ingress & egress to/from their property during the time of street closure. Licensee shall contact these property owners/tenants to advise them of the planned closures and to make arrangements to accommodate their access 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 granting of this Street Use License by the City of Abilene to Hardin-Simmons University shall not constitute appointment of any campus police officers as adjunct police officers of the City of Abilene. The campus police officers shall at all times remain employees of Hardin-Simmons University.
7. The granting of this Street Use License by the City of Abilene in no way enhances, expands, endorses, or encourages any enforcement of, or jurisdiction granted by, any laws of the State of Texas.

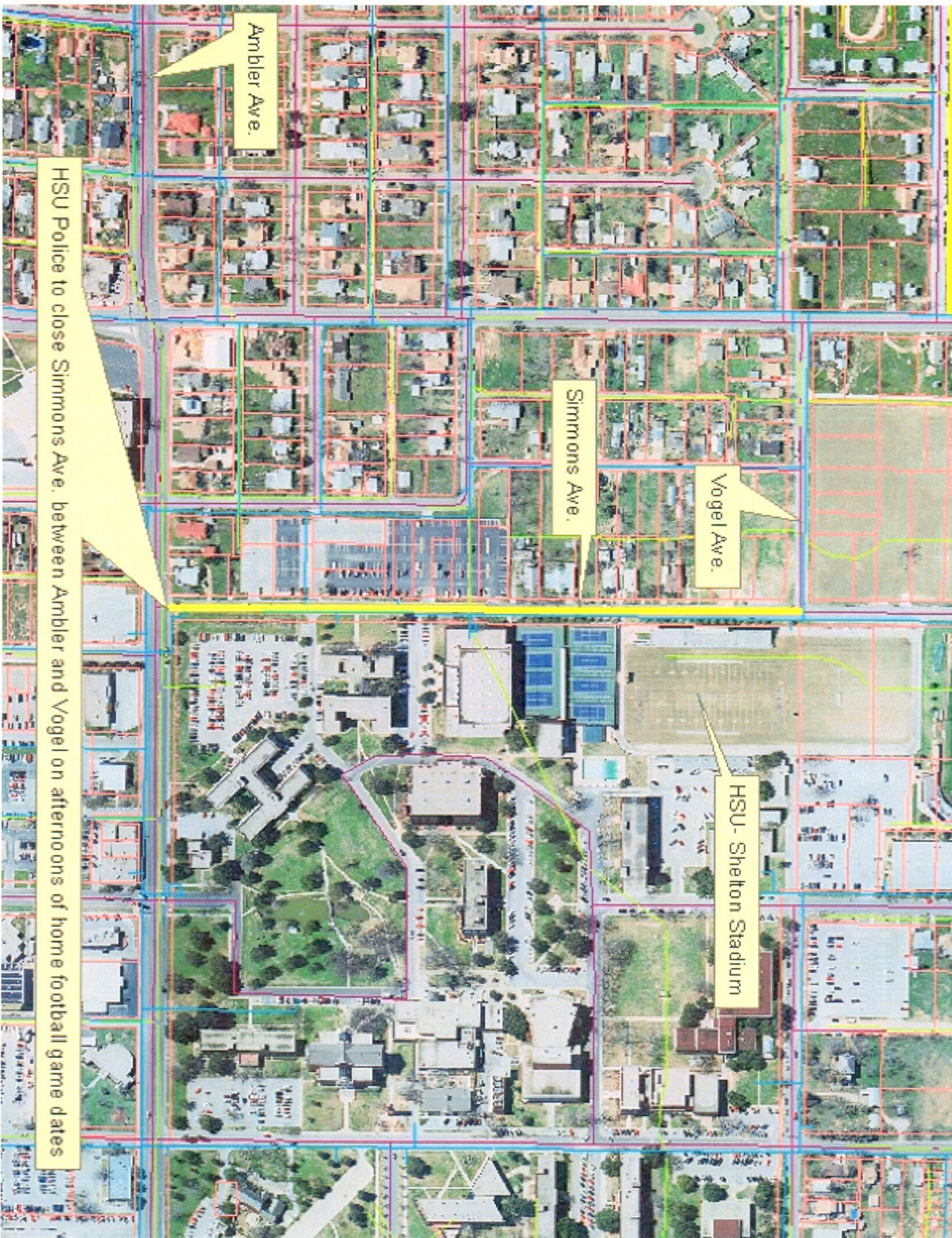
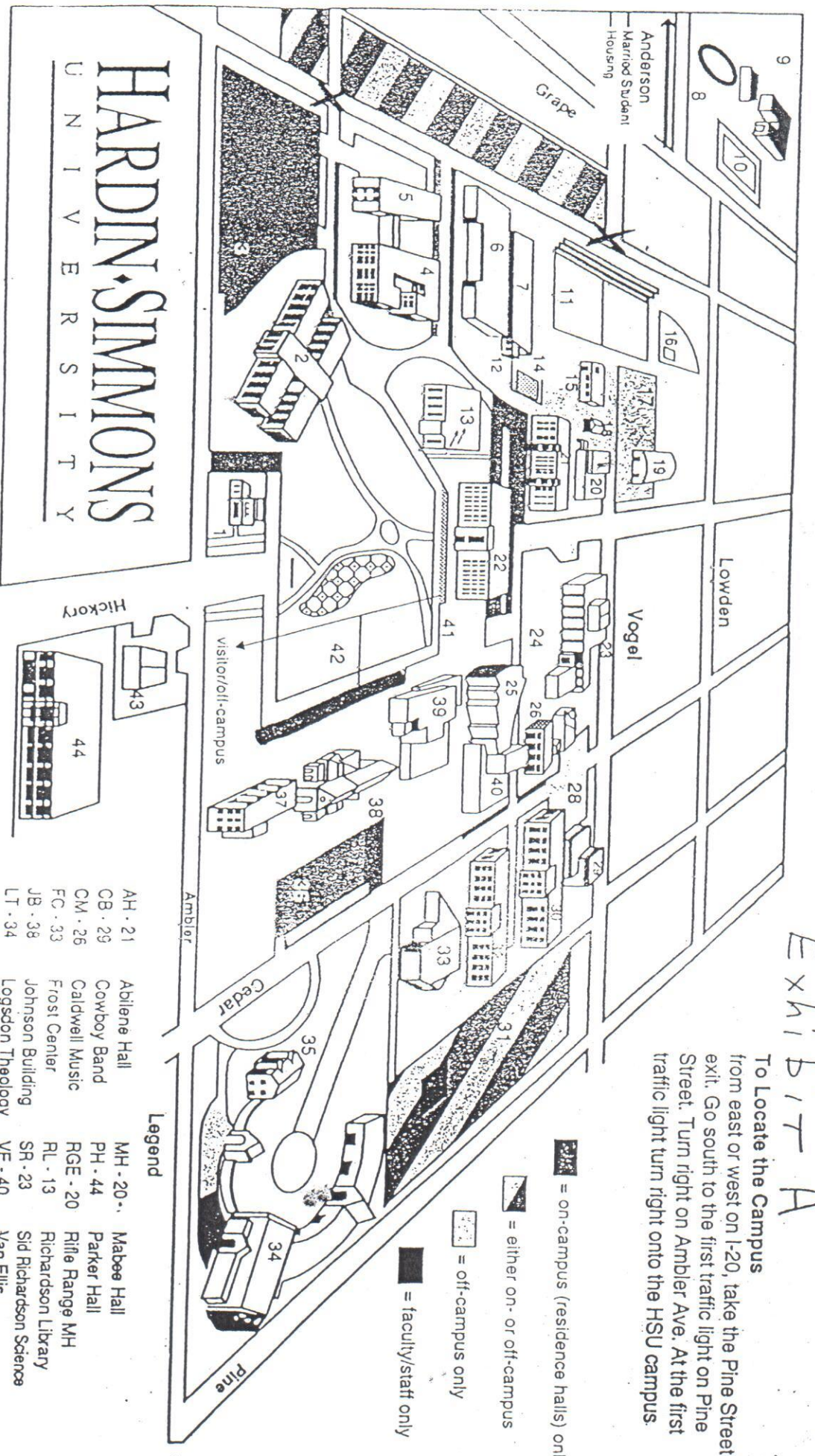


EXHIBIT A

To Locate the Campus
 from east or west on I-20, take the Pine Street
 exit. Go south to the first traffic light on Pine
 Street. Turn right on Amber Ave. At the first
 traffic light turn right onto the HSU campus.



- | | | | |
|---|--|---|---|
| 1. Compere Hall-University Advancement Office | 12. Marston Gym | 24. Observatory | 36. Parking Area |
| 2. Anderson Hall-Men's Residence | 13. Richardson Library | 25. Behrens Chapel (Auditorium) | 37. Hunter Hall-Women's Residence and Guest Housing |
| 3. Parking Area | 14. Brand Swimming Pool | 26. Caldwell Music Hall | 38. Johnson Bldg. for the School of Business |
| 4. Ferguson Hall-Women's Residence | 15. Computer Center | 27. Woodward-Dellis Recital Hall | 39. Moody Center |
| 5. Nix Hall-Men's Residence | 16. John Hunter Field | 28. Parking Area | 40. Van Ellis Theater |
| 6. J.E. & L.E. Mabee Complex | 17. Parking Area | 29. Cowboy Band Hall | 41. Memorial Quadrangle |
| 7. W.A. Streich Tennis Center | 18. Cowden-Paxton Family Psychology Center | 30. Behrens Hall-Women's Residence Hall | 42. Campus Park |
| 8. Carl Myer Rodeo Arena & Stables | 19. Jake Sandeler Field House | 31. Parking Area | 43. Campus Corner |
| 9. Maintenance Complex | 20. Mabee Hall-ROTC Headquarters & Rifle Range | 32. Blanche Lange Hall-Women's Residence Hall | 44. Parker Hall-Abilene Intercollegiate School of Nursing |
| 10. Soccer Field | 21. Abilene Hall-Classrooms | 33. Frost Center for the Visual Arts | |
| 11. Shelton Stadium | 22. Sandeler Memorial-Administration Bldg. | 34. Logsdon School of Theology | |
| | 23. Sid Richardson Science Bldg. | 35. Presidential Home | |

Legend

AH - 21	Abilene Hall	MH - 20..	Mabee Hall
CB - 29	Cowboy Band	PH - 44	Parker Hall
CM - 26	Caldwell Music	RGE - 20	Rifle Range MH
FC - 33	Frost Center	RL - 13	Richardson Library
JB - 38	Johnson Building	SR - 23	Sid Richardson Science
LT - 34	Logsdon Theology	VE - 40	Van Ellis
MC - 39	Moody Center	WD - 27	Woodward Dellis
MG - 12	Marston Gym	PE - 6	Mabee P.E. complex



CERTIFICATE OF LIABILITY INSURANCE

HARDI-2 OP ID: SC

DATE (MM/DD/YYYY)

08/02/12

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 Perry Hunter Hall, Inc. P.O. Box 1400 Abilene, TX 79604 Philip L. Bruce	325-673-6414	CONTACT NAME: Stomi J. Callaway, CCI
	325-673-4413	PHONE (A/C, No, Ext): 325-673-6414 FAX (A/C, No): 325-673-4413
		E-MAIL ADDRESS: callaway@perryhunterhall.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: United Educators Insurance
		INSURER B: Travelers Indemnity Company
		INSURER C: Texas Mutual Insurance Company
		INSURER D:
		INSURER E:
		INSURER F:

INSURED **Hardin-Simmons University Inc**
Box 16005
Abilene, TX 79698

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CGL201200167400	06/01/12	06/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY			BA134D9355	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB			GLX201200167400	06/01/12	06/01/13	EACH OCCURRENCE \$ 20,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 20,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0011577901	06/01/12	06/01/13	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
General Liability and Automobile policies include blanket additional insured & waiver of subrogation when required by written contract

CERTIFICATE HOLDER CANCELLATION

CITYOFA 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 <i>Philip L. Bruce</i>



**STREET USE LICENSE AGREEMENT
SHORT TERM**

APPLICATION

Applicant: HARDIN-SIMMONS UNIVERSITY POLICE **Phone:** (325) 670-1461

Address: 2200 HICKORY BOX 14163, ABILENE, TEXAS 79698

Agent: FRANK LOZA Jr. **Phone:** (325) 670-1461

Event name: HSU-SHELTON STADIUM **Event type:** FOOTBALL GAMES

Description of public right-of-way proposed for the event/activity: CONTRAL OF VEHICLAR ACCESS
TO SIMMONS AVE. BETWEEN SANDEFER & VOGEL STREETS.

Activities that will occur in the public right-of-way: FANS WALKING TO AND FROM THE STADIUM
FROM THE PARKING LOTS.

Date & time period of event: 09-01-12, 09-15-12, 09-29-12, 10-13-12 & 10-27-12

Date & time period of street closure: SAME AS ABOVE SET-UP AT NOON UNTIL 0600 pm

Expected peak attendance: 5,000

Circle items to be offered at event: Food Beverages Alcohol

Preferred City Council meeting for request to be considered: _____

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

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

Frank Loza Jr.

Signature of Applicant or Agent

08-13-2012

Date

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

2012 Hardin-Simmons Football Schedule

Overall Pct. Conf. Pct. Streak Home Away Neutral
 0-0 .000 0-0 .000 - 0-0 0-0 0-0

Date	Opponent	Result	Time/Status	Links
Sep. 1	Willamette		6:00 PM	
Sep. 8	at Linfield		3:30 PM	
Sep. 15	Texas Col.		1:00 PM	
Sep. 29	Mississippi College *		6:00 PM	
Oct. 6	at Howard Payne *		1:00 PM	
Oct. 13	East Texas Baptist * Homecoming		1:30 PM	
Oct. 20	at Mary Hardin-Baylor *		1:00 PM	
Oct. 27	Sul Ross State *		1:00 PM	
Nov. 3	at Texas Lutheran *		1:00 PM	
Nov. 10	at Louisiana College *		1:00 PM	


[iCalendar](#)

[RSS Feed](#)

**City Council
Agenda Memo**



**City Council
Meeting Date: 08/23/12**

TO: Larry D. Gilley, City Manager
FROM: Ronnie C. Kidd, Managing Director for Administration & 9-1-1 District Director
SUBJECT: Oral Resolution Acknowledging and Accepting the 9-1-1 Emergency Communications District Revised FY 2012 and Proposed FY 2013 budgets

GENERAL INFORMATION:

The City of Abilene manages the Abilene/Taylor County 9-1-1 District (“the District”), via contractual agreement with the District’s Board of Governors. The V.T.C.A. Health & Safety Code, Section 772, provides that an annual budget be prepared for the District and reviewed and accepted by the Taylor County Commissioners Court, Abilene City Council, and governing bodies of other participating jurisdictions prior to adoption by the District Board. Attached is the District Budget (revised 2012 and Proposed 2013) as proposed to the District Board. Highlights in the District’s budget include:

- Wireless revenue increase (revised)
- Projected wireline revenue increase (proposed)
- Anticipated compensation adjustments for both City and County positions for which the District provides funding, in accordance with those entities’ budgets (proposed)
- Annual funding for CODE RED reverse 9-1-1 notification system

SPECIAL CONSIDERATIONS:

The District Board is expected to approve the Revised FY 2012 budget and the Proposed FY 2013 budget at its meeting on September 18, 2012.

FUNDING/FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends that the Council acknowledge and accept the Revised 2012 and Proposed 2013 9-1-1 District Budgets as proposed to the 9-1-1 District Board of Managers, contingent upon the 9-1-1 District Board’s approval of the budgets at its meeting on September 18, 2012.

ATTACHMENTS

Abilene/Taylor County 9-1-1 District Budget (2012 Revised and 2013 Proposed).

Prepared by: Name <u>Mark L. Hoover</u> Title <u>Asst Dir of Administrative Services</u>	Item No. <u>6.8</u>	Disposition by City Council <input type="checkbox"/> Approved Ord/Res# <input type="checkbox"/> Denied _____ <input type="checkbox"/> Other _____ City Secretary
--	---------------------	---

Abilene/Taylor County 9-1-1 District			
FY 12 Revised Budget and FY 13 Proposed Budget			
Line Item Description	FY 2012 Approved Budget	FY 2012 Revised	FY 2013 Proposed
Beginning Balance	\$2,678,494	\$2,678,494	\$2,997,402
Revenues			
Wireless Service Fee Revenue	625,000	650,000	650,000
9-1-1 Surcharge	800,000	875,000	900,000
Interest Income	11,000	7,000	7,000
Total Revenues	\$1,436,000	\$1,532,000	\$1,557,000
Total Resources	\$4,114,494	\$4,210,494	\$4,554,402
Expenditures			
Office Supplies	500	500	500
Educational Supplies	2,500	2,500	2,500
Postage	230	200	200
Comm/RDR Maintenance	58,000	156,000	58,000
Traffic Sign Maintenance	1,600	1,600	1,600
Phone Service	180,000	180,000	180,000
Professional/Contractual	8,500	6,000	8,658
Other Services/Materials	214,865	214,865	221,011
Printing	5,000	5,000	5,000
Employee Development	2,000	2,000	2,000
Dues/Subscriptions	300	350	350
Contingency	5,000	5,000	5,000
Indirect Cost Allocation	45,663	45,663	45,663
Equipment Use Charges	5,140	5,232	5,496
Technology Fund Transfer	9,210	9,216	7,932
General Services/Charges	531,609	531,609	545,564
Communications Equipment	26,857	17,857	17,857
Wireless			
Monthly Recurring Costs (MRC)	25,000	29,500	29,500
Settlement Payments	0	0	0
Wireless Equipment	0	0	0
Total Expenditures	\$1,121,974	\$1,213,092	\$1,136,831

Ending Balance	\$2,992,520	\$2,997,402	\$3,417,571
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**City Council
Agenda Memo**



**City Council
Meeting Date: August 23, 2012**

TO: Larry D. Gilley, City Manager

FROM: Don Green, Director of Aviation

SUBJECT: Service Center Lease with Avis Rent-A-Car System, LLC

GENERAL INFORMATION

On June 8th, the City accepted proposals from car rental companies to enter into new five-year agreements to operate on-airport. The proposals included options on the two on-airport service facilities based on the Proposers' Minimum Annual Guaranty (MAG). Avis' proposal qualified it to retain the lease in its current service facility. The lease rate is set at \$18,000/year and the term will coincide with the dates of the five-year operating agreement.

FUNDING/FISCAL IMPACT

The rate for this lease unchanged from the previous lease and is already accounted for in the revenue budget.

STAFF RECOMMENDATION

Staff recommends the City Council authorize the City Manager to execute the lease with Avis Rent-A-Car System, LLC.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board voted to recommend approval of Avis' lease at its August 8th meeting.

Prepared by: Name: Don Green Title: Director of Aviation	Item No. <u>6.9</u>	Disposition by City Council <input type="checkbox"/> Approved Ord/Res# _____ <input type="checkbox"/> Denied _____ <input type="checkbox"/> Other _____
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City Secretary

**City Council
Agenda Memo**



TO: Larry D. Gilley, City Manager
FROM: Don Green, Director of Aviation
SUBJECT: Service Center Lease with Hertz Corporation

**City Council
Meeting Date: August 23, 2012**

GENERAL INFORMATION

On June 8th, the City accepted proposals from car rental companies to enter into new five-year agreements to operate on-airport. The proposals included options on the two on-airport service facilities based on the Proposers' Minimum Annual Guaranty (MAG). Hertz' proposal qualified it to retain the lease in its current service facility. The lease rate is set at \$6,000/year and the term will coincide with the dates of the five-year operating agreement.

FUNDING/FISCAL IMPACT

The rate for this lease unchanged from the previous lease and is already accounted for in the revenue budget.

STAFF RECOMMENDATION

Staff recommends the City Council authorize the City Manager to execute the lease with Hertz Corporation

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board voted to recommend approval of Hertz' lease at its August 8th meeting.

Prepared by: Name: Don Green Title: Director of Aviation	Item No. <u>6.10</u>	Disposition by City Council <input type="checkbox"/> Approved Ord/Res# <input type="checkbox"/> Denied _____ <input type="checkbox"/> Other _____
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City Secretary

**City Council
Agenda Memo**



TO: Larry D. Gilley, City Manager

**City Council
Meeting Date: August 23, 2012**

FROM: Don Green, Director of Aviation

SUBJECT: Zee Jet Ramp Rehabilitation Construction Contract with Epic Construction

GENERAL INFORMATION

On July 18, the City accepted bids for the rehabilitation of the asphalt portion of the Zee Jet ramp. Epic Construction was the sole bidder at \$103,000 for the base bid and \$5,000 for Alternate 1. The base bid plus Alternate 1 came in within budget, so the construction contract with Epic in the amount of \$108,000 is proposed.

FUNDING/FISCAL IMPACT

This contract would be funded by interest accumulated on a 2007 Certificate of Obligation issued for airport capital projects.

STAFF RECOMMENDATION

Staff recommends that City Council authorize the City Manager to execute this construction contract with Epic Construction

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board voted to recommend approval of the contract at its August 8th meeting.

Prepared by:

Name: Don Green

Title: Director of Aviation

Item No. 6.11

Disposition by City Council

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

City Secretary

**City Council
Agenda Memo**



**City Council
Meeting Date: 08/23/12**

TO: Larry D. Gilley, City Manager

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

SUBJECT: Award Bid #CB 1237 – Sahara Motel Demolition with Asbestos in Place

GENERAL INFORMATION

This project involves the removal of abandoned and dilapidated structures previously operated as a motel. The buildings on the site are in an advanced state of deterioration and present a significant threat to the health and safety of the public. The buildings on this property have been condemned since 06/02/02. Despite numerous attempts over many years with various owners, the City has been unable to get property owners to repair or demolish the buildings. The City has attempted to secure the site on many occasions and has also been forced to mow it due to owner neglect. The buildings have suffered from break-ins, vandalism and at least one small fire. The Board of Building Standards (BOBS) has issued a demolition order for the site. The City obtained an order from District Court declaring the site a public nuisance and approving demolition on 02/10/12.

SPECIAL CONSIDERATIONS

Asbestos containing materials (ACM) are present throughout the construction. Because of the specialized nature of ACM abatement rules a consultant (NAAL) was hired to develop the bid specifications, to assist in the bid process and to supervise the demolition by a qualified third party contractor. The primary bid is for removal of the roof, walls, flooring and other above grade site elements. Removal of the foundation is an optional element that may be exercised by the City if the selected bidder can accomplish this task with available funds.

FUNDING/FISCAL IMPACT

Funds for this project are available from unspent abatement funds set aside in previous years.

STAFF RECOMMENDATION

As of the writing of this memo, bids for this project had not closed. The Council will be notified of the Staff's recommended bidder as soon as possible after the close of Bids on Monday 06/20/12 at 11:00 AM. Staff recommends that the Council award bid #CB 1237 to the staff recommended bidder.

ATTACHMENTS

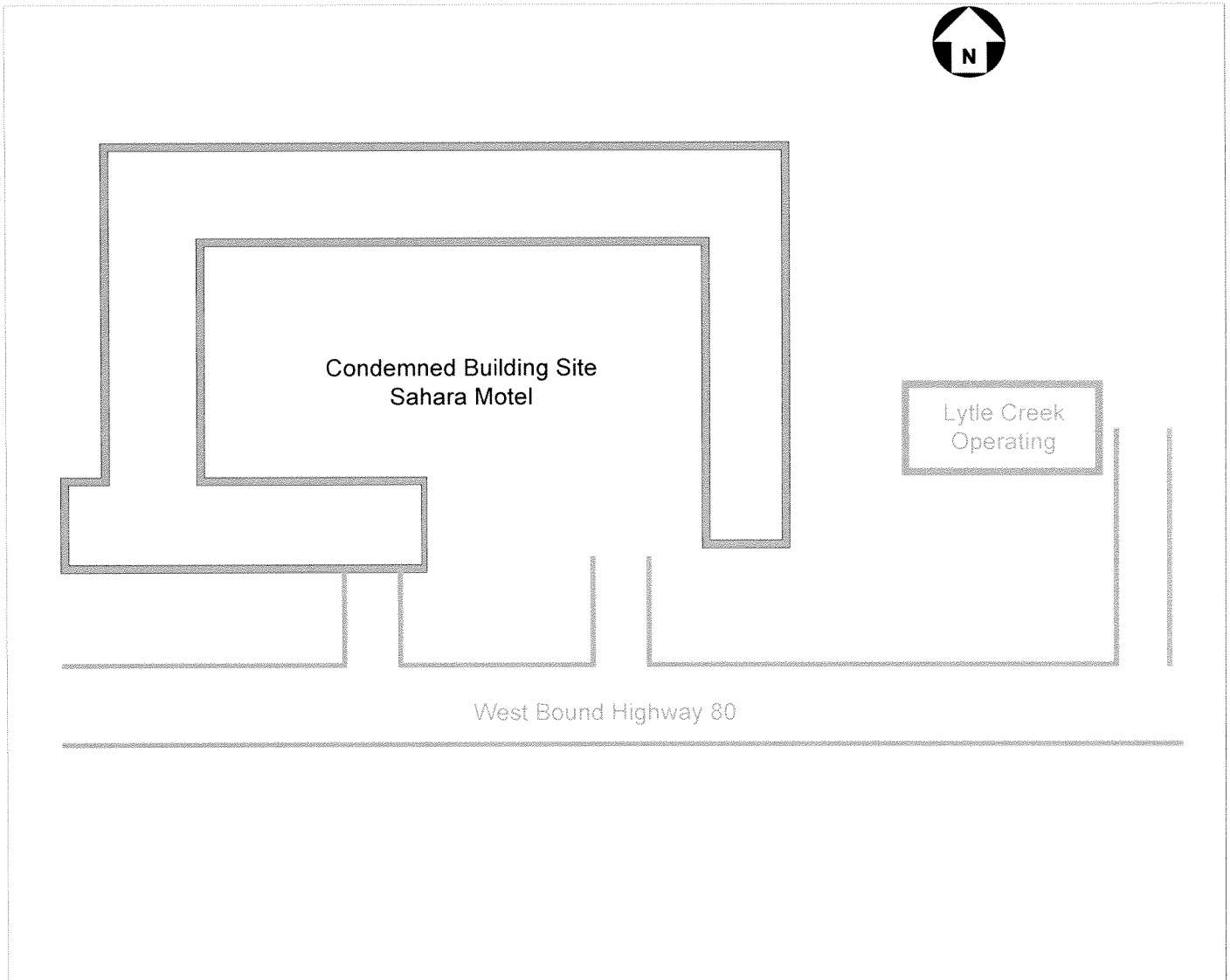
Bid Tabulation Sheet – To be provided
Project Location Map
Site map

Prepared by: Name: Edward S. McRoy Title: Assistant Director, Planning and Development Services	Item No. <u>6.12</u>	Disposition by City Council <input type="checkbox"/> Approved Ord/Res# <input type="checkbox"/> Denied <input type="checkbox"/> Other _____
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City Secretary

ABATEMENT BUILDING DRAWING

Condemned Building - Sahara Motel - Overview



Notes:

Condemned Building (Sahara Motel)
1910 E. Highway 80
Abilene, TX 79601

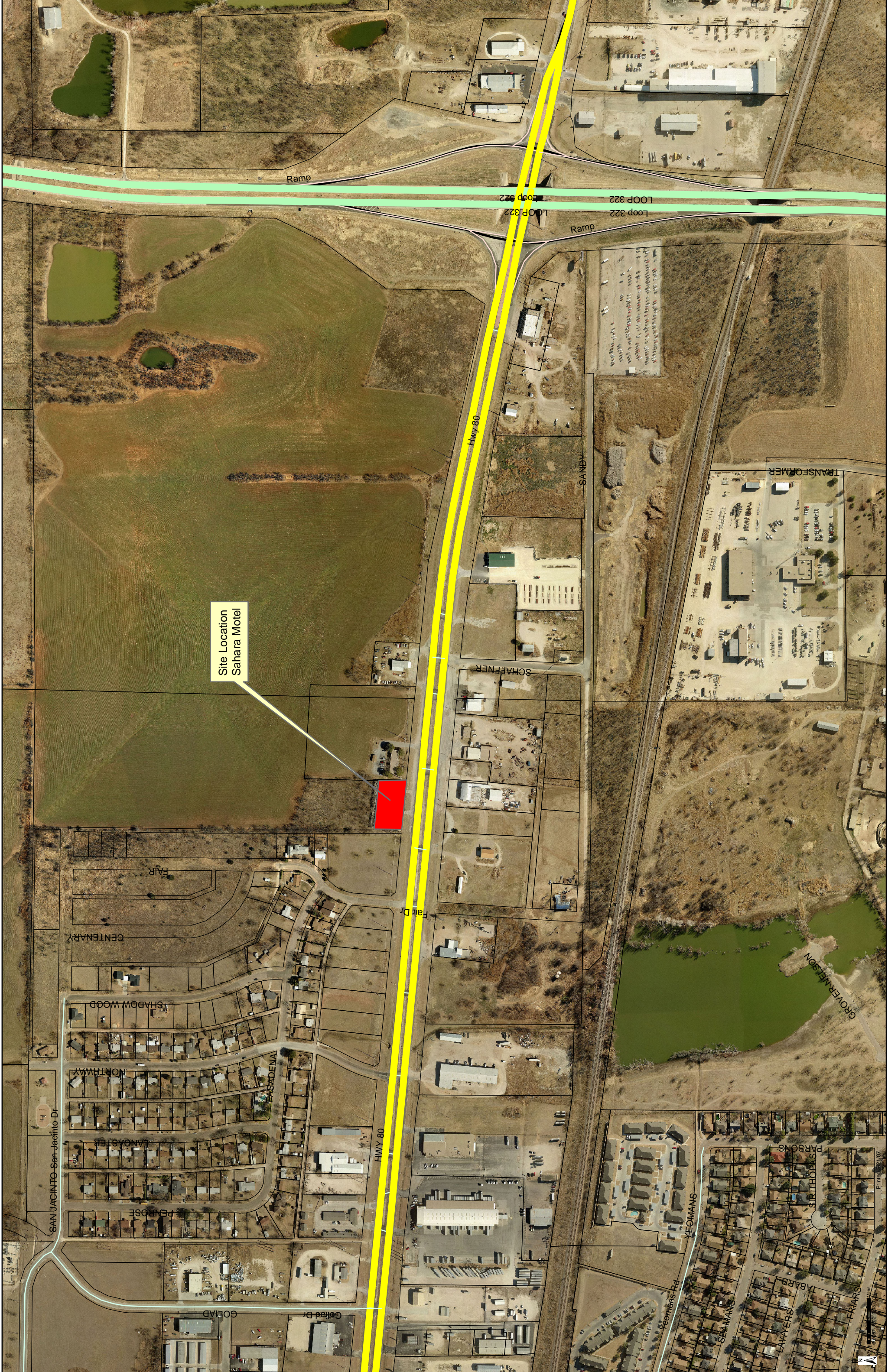
Material Keynotes

MLW - 1 = Multi-Layered Wall 1537 Cubic Yards

Denny E. Walker, IAC-TDH Lic. 10-5023, Expires 12/20/13

North American Analytical Labs, Inc. - Agency License # 10-0102, Expires 06/28/13
1217 E. S. 11th Suite B - Abilene, TX 79602

DRAWING NOT TO SCALE!



Site Location
Sahara Motel