

**City Council  
Agenda Memo**



**City Council  
Meeting Date: 10/11/2012**

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

**FROM: Kelley K. Messer, Asst. City Attorney**

**SUBJECT: Golf Carts on Public Streets**

**GENERAL INFORMATION**

In years past UPS has utilized a golf cart with an attached trailer to make parcel deliveries in the Fairway Oaks neighborhood during the holiday season. State law allows municipalities to legalize the operation of golf carts, for purposes unrelated to a golf course, if the operation is permitted pursuant to the limitations and requirements set out in state law. Last year the City Council approved an ordinance that would permit golf cart parcel deliveries in the Fairway Oaks neighborhood during the 2011 holiday season. There is now a need for an ordinance allowing such golf cart use during the 2012 holiday season. The City Council may choose to adopt an ordinance that allows such use annually, from November 1 until December 31.

This ordinance allows parcel delivery services, including but not limited to UPS, to utilize golf carts for the purpose of delivery during the holiday season, while limiting the operation of golf carts in a manner so as to promote public safety. Texas Transportation Code Section 551.404 provides that a governing body of a municipality may allow the operation of a golf cart on a street within the corporate boundaries of the municipality if the street has a posted speed limit of not more than 35 miles per hour and a golf cart so operated has headlamps, tail lamps, reflectors, a parking brake, and mirrors. This ordinance has been drafted to meet the requirements found in Chapter 551 of the Transportation Code.

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Approval

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS**

Ordinance

Prepared by:

Name: Kelley K. Messer

Title: Asst. City Attorney

Disposition by City Council

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

Item No. 6.1

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

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,  
ALLOWING GOLF CARTS ON PUBLIC STREETS WITH RESTRICTIONS**

**WHEREAS**, golf carts have been used for delivery purposes by United Parcel Service of America, Inc. (“UPS”) during the holiday season in prior years on certain public streets; and

**WHEREAS**, Texas Transportation Code Section 551.403 allows a municipality to pass an ordinance authorizing the use of golf carts on public streets with certain restrictions; and

**WHEREAS**, it is in the best interest of the citizens to allow UPS and other parcel delivery services to operate golf carts for delivery services on certain public streets within the City of Abilene with certain restrictions;

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

**PART 1:** That the City Council of the City of Abilene authorizes the use of golf carts on public streets with certain restrictions as set forth in Exhibit “A”, attached hereto and made a part of this Ordinance for all purposes.

**PART 2:** That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

**PART 3:** That any person, firm, or corporation violating the provisions of this Ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.

**PART 4:** Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 11th day of October, 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 14<sup>th</sup> day of October, 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 25<sup>th</sup> day of October, 2012, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 25<sup>th</sup> day of October, 2012.

ATTEST:

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CITY SECRETARY

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MAYOR

APPROVED:

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CITY ATTORNEY

## **Exhibit A**

Annually, from November 1 until December 31, parcel delivery services, including but not limited to United Parcel Service of America, Inc. and FedEx Corp., may operate a golf cart on a portion of a public street within the City of Abilene that is:

- (1) within two miles of a golf course,
- (2) has a speed limit of not more than 35 miles per hour,
- (3) provides for no more than two lanes of vehicular traffic per direction,
- and
- (4) is not designated as part of the State or Federal highway system.

A golf cart operated pursuant to this ordinance must have headlamps, tail lamps, reflectors, a parking brake, and mirrors. Any employee of a parcel delivery service that operates a golf cart pursuant to this ordinance must possess a valid state license to operate a motor vehicle.

**City Council  
Agenda Memo**



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

**City Council  
Meeting Date: 10-11-12**

**FROM: Stan Standridge, Chief of Police**

**SUBJECT: First Reading of Metal Recycling Entities, Crafted Precious Metal Dealers and Precious Metal Buyers Ordinance**

**GENERAL INFORMATION**

The Police Department routinely investigates criminal offenses in which precious or scrap metals are targeted because of their high value. After being stolen, these metals are then sold to metal dealers or precious metal buyers. No pictures are taken and precious metals are resold or melted immediately. Therefore, successful investigations regarding these thefts or burglaries are extremely limited. The proposed ordinance would require dealers or buyers document all transactions to include: identifying the seller, photographing the precious metals, and retaining the precious metals for a minimum of eleven days and scrap metals for the time period required by law, currently 72 hours. These measures would enable the Police Department to successfully investigate crimes that often involve precious or scrap metals and return said merchandise to its rightful owner.

**SPECIAL CONSIDERATIONS**

In addition to a permitting process, the ordinance requires photographs and online reporting for compliance.

**FUNDING/FISCAL IMPACT**

The Police Department already contracts with a vendor for an electronic inventory-tracking system, so no new expenses are anticipated.

**STAFF RECOMMENDATION**

Staff recommends City Council pass the proposed ordinance.

**ATTACHMENTS:**

Ordinance

Prepared by: Name ___ Stan Standridge _____ Title ___ Chief of Police _____	Item No. ___ 6.2 _____	Disposition by City Council <input type="checkbox"/> Approved Ord/Res# <input type="checkbox"/> Denied <input type="checkbox"/> Other _____ _____ City Secretary
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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE REPLACING CHAPTER 17, "MISCELLANEOUS PROVISIONS", ARTICLE II, "PAWN SHOPS", OF THE ABILENE MUNICIPAL CODE IN ITS ENTIRETY AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.**

**WHEREAS**, the Abilene Police Department routinely investigates criminal offenses in which precious or scrap metals are targeted because of their high value; and,

**WHEREAS**, the current provisions of Chapter 17, "Miscellaneous Provisions", Article II, "Pawn Shops" are out of date and no longer adequate to meet the needs of the community;

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

- PART 1:** That Chapter 17, "Miscellaneous Provisions", Article II, "Pawn Shops" of the Code of Ordinances, City of Abilene, Texas, is hereby replaced as set out in Exhibit A, attached and made a part of this ordinance for all purposes.
  
- PART 2:** That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.
  
- PART 3:** That any person, firm, or corporation violating the provisions of this Ordinance, shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.
  
- PART 4:** Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

**PASSED ON FIRST READING this 11th day of October, 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 14th day of October, 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 25th day of October, 2012, to permit the public to be heard. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

**PASSED ON SECOND AND FINAL READING this 25th day of October, 2012.**

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

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

EXHIBIT A

Replace CHAPTER 17 “Miscellaneous Provisions”, Article II. “Pawn Shops”, in its entirety with the following:

ARTICLE II.

**Metal Recycling Entities, Crafted Precious Metal Dealers and Precious Metal Buyers**

**Sec. 17-51. Definitions.**

The following words or phrases, whenever used in this article, shall be construed as defined in this section:

*Business Days.* Every official working day of the week, including Monday through Friday.

*Chief of Police.* The Chief of Police of the City of Abilene, Texas, or designated representative.

*City Secretary.* The City Secretary of the City of Abilene, Texas, or designated representative.

*Consignment Store.* A retail store that sells secondhand items on behalf of others and receives a percentage of the sales price.

*Crafted precious metal dealer.* Any person who engages in the business of purchasing and selling crafted precious metal as defined in V.A.T.C. Occupations code § 1956.051, excluding those exceptions found in §§ 1956.052 et seq., of such Code, as amended.

*Fixed Location.-* A location that is owned or leased solely as a store front location to operate and has no other purpose other than the sale or purchase of precious metals or second hand goods.

*Metal recycling entity.* Anyone who operates or maintains a scrap metal yard or other place in which used or previously purchased metal items or scrap metal is collected or kept for shipment, sale, or transfer or engages in the business of utilizing machinery or equipment for the processing of or manufacturing of iron, steel, or nonferrous metallic



scrap and whose principal product is scrap iron, scrap steel or nonferrous metallic scrap for re-melting purposes.

*Precious metal buyer.* Any person engaged in the business of buying gold, silver, platinum, palladium, iridium, rhodium, osmium, ruthenium, or an alloy of those metals.

**.Sec. 17-52. Exceptions.**

This Article shall not be applicable to:

- (1) The sale of aluminum cans.
- (3) Trade or purchase of firearms.
- (4) Entities licensed as a pawn shop with the State of Texas.
- (5) The sale or purchase of coins.
- (6) Consignment stores with the exception of transactions of crafted precious metals as defined by the V.A.T.C. Occupations code § 1956.051, as amended.
- (7) Secondhand personal property businesses with the exception of transactions of crafted precious metals as defined by the V.A.T.C Occupations Code §1956.051, as amended.
- (8) Items purchased at auctions or estate sales.

**Sec. 17-53. Permit required.**

All persons transacting business as a crafted precious metal dealer, metal recycling entity, or precious metal buyer shall have a current Metal and Precious Metal Permit to operate issued by the City of Abilene.

**Sec. 17-54. Permit Application.**

Applicants for permits under this article must file with the City Secretary an application in writing on a form obtained from the City Secretary and provide the following:

- (a) A valid Texas Driver's License or state issued photo identification.

- (b) A valid email address.
- (c) The number of the limited sales tax permit issued to the business by the state comptroller's office, if applicable.
- (d) A brief description of the activity or business to be conducted.
- (e) The appropriate fee.
- (f) Proof of status necessary to receive an exception under Section 17-52 of this article.

Any application made pursuant to the provisions of this article may be presented to the Better Business Bureau of Abilene or the Abilene Police Department for investigation.

**Sec. 17-55. Required fee.**

The fees and charges for permits furnished by the city shall be determined from time to time and placed on file in the office of the City Secretary. No application for a permit will be processed until the required fees are tendered to the City Secretary. Permit fees are nonrefundable and shall not be prorated.

**Sec. 17-56. Issuance.**

Upon completion and presentation of the application, the City Secretary shall issue a permit to the applicant within 5 business days unless grounds for denial exist under Section 17-60.

**Sec. 17-57. Contents.**

- (a) Each permit issued under this article shall show the name of the permitted individual, business address, the date of issuance, and the expiration date of such permit.
- (b) The permit shall be numbered and printed in black; except, that the following shall be printed prominently thereon in red: "The issuance of this License is not

an endorsement by the City of Abilene, or any of its officers or employees, and expires \_\_\_\_\_."

**Sec. 17-58. Permit Expiration**

The permit will be valid through December 31 of the year the permit is issued. The permit will only be valid for the address for which it is issued and will become void if the location of the business is changed.

**Sec. 17-59. Transfer.**

No permit issued under the provision of this article shall be transferred or assigned to any person or business entity.

**Sec. 17-60. Denial.**

An application for permit may be denied to a person under this article for the following reasons.

- (a) An investigation reveals that the applicant falsified information on the application.
- (b) Permit for same business has been revoked within the past 6 months.
- (c) The applicant has been convicted within the previous five years of felony offense under Chapters 30 through 32 of the Texas Penal Code as amended and is not clear of community supervision or parole for the last five years.

**Sec. 17-61. Revocation.**

- (a) Permits issued under the provision of this article may be revoked for any of the following causes by any official of the City of Abilene:
  - 1. Fraud, misrepresentation or false statement contained in the application for permit.

2. Fraud, misrepresentation or false statement made in the course of carrying on his business.
  3. Any violation of this article.
  4. Applicant is convicted of a felony offense under Chapters 30 through 32 of the Texas Penal Code, as amended.
- (b) Notice of revocation of a permit shall be given verbally or in writing, and specify the grounds of the revocation.
- (c) When notice is received that a permit has been revoked, the person immediately surrender their permit to the revoking official and the business shall cease to operate.

**Sec. 17-62. Appeals**

- (a) An appeal from any act of denial or revocation of any permit shall be filed with the City Manager within five (5) business days from the date of denial or revocation.
- (b) Such appeal shall be taken by filing with the City Manager a written statement setting forth fully the grounds for the appeal.
- (c) The City Manager shall issue a decision on the denial or revocation in writing within 5 business days of receipt of the appeal.
- (d) The revocation or denial is not stayed pending the City Manager's decision.

- (e) The decision and order of the City Manager on such appeal shall be final and conclusive.

**Sec. 17-63. Exhibition of Permit Required.**

All persons transacting business as a crafted precious metal dealer, metal recycling entity, or precious metal buyer shall conspicuously display the current permit to operate issued by the City of Abilene.

“Conspicuously displayed” shall mean displayed so that it is visible to any customer conducting business with the crafted precious metal dealer, metal recycling entity, or precious metal buyer.

**Sec. 17-64. Recordkeeping requirements.**

(a) Except as otherwise provided herein, every person licensed or transacting any business as a crafted precious metal dealer, metal recycling entity, or precious metal buyer within the city shall use the entity designated by the Chief of Police to maintain an electronic inventory-tracking system and transmit all information required by this Article via computer to the entity designated by the chief of police.

(b) The information required to be transmitted by this section for crafted precious metals dealers, or precious metal buyers must include:

- (1) The date and time of each transaction in which personal property is purchased, pledged, or received monetary value for said item (s).
- (2) An accurate and detailed description of any and all property purchased or acquired during the regular course of business for any monetary value, including any and all trademarks, identification numbers, serial numbers, model numbers, brand names, and other identifying marks.
- (3) The full name, address, telephone number, date of birth, driver’s license number or state-issued identification card, and physical description of the person with whom each such purchase or transaction is consummated. The person must present their driver’s license or state issued identification card to vendor at the time of each transaction.
- (4) A digital photograph is required of any item purchased by a crafted precious metal dealer, precious metal buyer or metal recycling entity acquired during the course of business. This digital photograph shall be uploaded to the entity designated by the Chief of Police which will be associated with the transaction. Photographs shall clearly depict the item(s). No more than (10) ten pieces of precious metal maybe photographed together. They must be photographed in a manner in which they can easily be identified.

(5) Signed statements from each employee acknowledging they have been provided a copy of this ordinance and they understand the provisions.

(c) The information required to be transmitted by subsection (b) of this section shall be transmitted within 24 hours of the transaction. .

(d) Failure to obtain such information or to falsify such information may result in a citation issued to the individual completing the transaction or the onsite manager or supervisor.

(e) Exception to Photograph Requirements. Metal recycling entities with a fixed location shall not be required to photograph and upload their purchases if they have a Digital Video Recorder that captures day to day activities and transaction within the business that will be made available within a reasonable time upon request to the Chief of Police. If the entities do not have a DVR system they will be required to photograph and upload each transaction.

**Sec. 17-65. Police Hold Binder Required.**

(a) All crafted precious metal dealers, metal recycling entities, or precious metal buyers within the City of Abilene shall maintain a police hold binder to log all property believed to be stolen or that is under investigation.

(b) This binder shall consist of a three ring notebook containing a current copy of this ordinance and a property log on a form approved by the Abilene Police Department

**Sec. 17-66. Stolen Property or Property Under Investigation.**

(a) Any item deemed as stolen property or under law enforcement investigation shall be placed away from public view, shall be moved separate from other purchased items and identified as “Police Hold” item(s) and shall be noted in the Police Hold binder provided by the Abilene Police Department.

(b) Any law enforcement agency other than Abilene Police Department that requests items to be placed on hold due to an ongoing investigation shall be directed to Abilene Police Department Criminal Investigations Division upon placing said item on Police Hold.

**Sec. 17-67. Acceptance of government or utility property by a metal recycling entity.**

(a) It shall be unlawful for any person licensed or transacting any business as a metal recycling entity within the city to purchase or receive any item of property on which words or markings appear indicating ownership of such item by the United States, the State of Texas, or any of its political subdivisions or agencies, or any public utility company, except where the person offering such item for sale or transfer provides:

- (1) Written authorization from the governmental entity, agency, or utility to convey the item on behalf of the entity, agency, or utility; or
- (2) A valid receipt from the governmental entity, agency, or utility evidencing such entity, agency, or utility has conveyed or relinquished ownership of the item.

(b) It shall not be a defense to prosecution that an item of property contains no words or markings indicating ownership if the person who purchased or received the item knows or should reasonably be expected to know such item is owned by the United States, the State of Texas, or any of its political subdivisions or agencies, or any public utility company.

**Sec. 17-68. Acceptance of property sealed or unopened in its original packaging by a metal recycling entity.**

It shall be unlawful for any person licensed or transacting any business as a metal recycling entity within the city to purchase or receive an item of property sealed or unopened in its original packaging unless the person conveying such item presents a receipt or proof of purchase for the item. Evidence of ownership must be retained with the item.

**Sec. 17-69. Acceptance of property inscribed with a company name by a metal recycling entity.**

- (a) It shall be unlawful for any person licensed or transacting any business as a metal recycling entity within the city limits to purchase or receive an item of property identified as the property of a business entity unless the person conveying such item provides at the time of conveyance a valid receipt indicating lawful ownership, a signed statement attesting to lawful ownership, or written authorization from the owner to convey the item on such owner's behalf.
- (b) Evidence of ownership or written authorization to convey the item must be retained with the item, unless otherwise authorized by the Chief of Police.

**Sec. 17-70. Hold period for personal property.**

Each item of personal property purchased from the general public by any crafted precious metal dealer or precious metal buyer must be held at the dealer's location for a period from the purchase date before being modified, changed, sold, or disposed of in any manner for at least eleven (11) days. Exceptions can be granted by the Chief of Police for unique circumstances.

**Sec. 17-71. Hold period for personal property for metal recycling entities.**

Section 17-70 of this Article does not apply to metal recycling entities. Those entities shall hold all personal property for the time period required by state law.

**Sec. 17-72. Extension of Hold Period.**

The Chief of Police shall have the authority to extend the hold period on any particular personal property if the interest of justice so requires by providing written notice to the crafted precious metal dealer, precious metal buyer, or metal recycling entity in possession of the personal property on or before the expiration of the hold period.

**Sec. 17-73. Additional requirements for precious metal buyers without a fixed location.**

In addition to the other requirements of this article any precious metal buyer without a fixed location operating in the city shall make all purchases available for inspection at request of the Chief of Police within three (3) days. This request can be either by phone, email or fax.

**Sec. 17-74. Enforcement; Inspections; Access to Records.**

The Chief of Police shall have the authority, in accordance with applicable law, to do the following to enforce the provisions of this ordinance:

- (a) Issue any orders, directives, or warnings required to carry out the intent and purpose of this Article and its particular provisions.
- (b) Enter and inspect any premises covered by the provisions of this Article to determine compliance with the provisions of this Article and all applicable laws, rules, regulations, standards or directives of the State.
- (c) Request and receive any records necessary to establish the premises are covered by a valid permit.

**Sec. 17-75. Penalty.**

- (a) A violation of this ordinance shall constitute a misdemeanor and, upon conviction thereof, shall be punishable by a fine not to exceed five hundred dollars (\$500.00). Each transaction and each day shall be considered a separate offense.
- (b) Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation of this Article, including seizure of goods.





City Council  
Agenda Memo

TO: Larry D. Gilley, City Manager  
FROM: Ken Dozier, Fire Chief *K.D.*  
SUBJECT: Fireworks Display

City Council  
Meeting Date: 10/11/12

**GENERAL INFORMATION**

The Fire Marshal has received a request from Extreme Pyrotechnics for City Council approval (City Code Sec. 20-25) to conduct a fireworks display at Abilene Christian University on October 19, 2012. An alternate rain date is set for October 20, 2012.

**SPECIAL CONSIDERATIONS**

Extreme Pyrotechnics will comply with all applicable codes. Provisions will be made to provide fire personnel at the display site. Abilene Police Department Traffic Division has been notified.

**FUNDING/FISCAL IMPACT**

No fiscal impact to the City is anticipated.

**STAFF RECOMMENDATION**

Staff recommends approval.

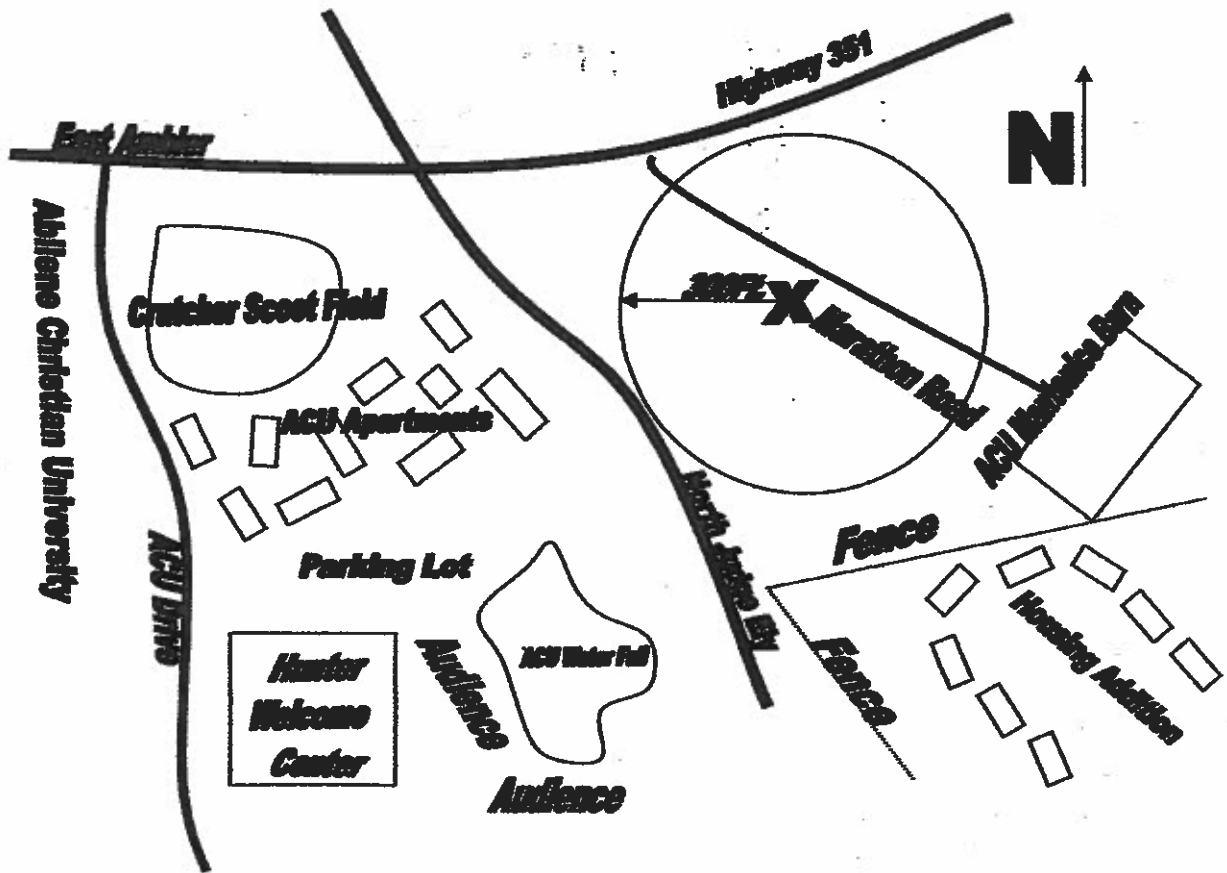
**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS**

Display Site Map  
Certificate of Insurance

<b>Prepared By:</b>  Name <u>Ken Dozier</u> Title <u>Fire Chief</u>	Item No. <u>6.3</u>	<b>Disposition by City Council</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Other      Ord/Res # _____  _____ City Secretary
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**1201 East Ambler Avenue  
Abilene Texas 79601**



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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/19/2012

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).


<b>PRODUCER</b> Ryder Rosacker McCue & Huston (MGD by Hull & Co 509 W Koenig St Grand Island NE 68802	<b>CONTACT NAME:</b> Tami Towne <b>PHONE (A/C, No, Ext):</b> 308-382-2330 <b>E-MAIL ADDRESS:</b> ttowne@ryderinsurance.com	<b>FAX (A/C, No):</b> 308-382-7109
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Extreme Pyrotechnics, LLC & Extreme Logistics, LLC 7233 Pecan Court Mansfield TX 76063	<b>INSURER A :</b> SCOTTSDALE INS CO      NAIC # 41297	
	<b>INSURER B :</b> NATIONAL CAS CO      11991	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1207329279      **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	<b>GENERAL LIABILITY</b> <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			CPS1612485	9/19/2012	9/19/2013	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAO0222053	12/8/2011	12/8/2012	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement. Blanket Waiver of Subrogation in favor of the entities listed below per form CG 2404 attached to General Liability policy. The City of Abilene, TX and Abilene Christian University are listed as additionally insured in respects to the fireworks show scheduled for October 19, 2012 with a rain date of October 20, 2012 on the campus of Abilene Christian University.

<b>CERTIFICATE HOLDER</b>  Abilene Christian Alumni Relations 282 Hunter Center, ACU Box 29131 Abilene TX 79699	<b>CANCELLATION</b>  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 
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**THE STATE OF TEXAS**

**STREET USE LICENSE AGREEMENT  
SHORT TERM**

**COUNTY OF TAYLOR**

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this \_\_\_\_ day of \_\_\_\_\_, A.D., 2012, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and Pioneer Drive Baptist Church 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 Buccaneer Drive from the north right-of-way line of Potomac Ave. to the south right-of-way line of South 7th Street.

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

**I. Purpose:**

The purpose of this License is to permit Licensee to:

Utilize the public right-of-way as part of Licensee's "Fall Family Fun Night" event.

**II. Term of Agreement/Termination:**

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

From 4:30 p.m. – 10:00 p.m. on Wednesday, October 31, 2012

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

**III. Indemnity:**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

“Licensee’s employees” shall mean any employees, officers, agents, subcontractors, licensee and invitees of Licensee.

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

injury or damage to any property or right

injury, damage, or death to any person or entity

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

all other costs and expenses of litigation

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

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

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

#### B. Indemnity

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

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

**The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects which may now exist or which may**

hereafter arise on the premises, whether or not caused in whole or in part by improvements constructed by the Licensee. Responsibility for all such defects is expressly assumed by the Licensee.

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

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

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

IV. Insurance.

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

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

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

All insurance policies or certificates shall contain the following provisions:

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

All insurance policies shall be subject to the examination and approval of the Office of

Risk Management, City of Abilene, Texas, for their adequacy as to form and content, form of protection, and insurance company. Licensee shall furnish to City Secretary for her License file certificates or copies of the policies, plainly and clearly evidencing such insurance at the time of application, and thereafter, new certificates prior to the expiration date of any prior certificate.

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

V. License Requirements and Restrictions:

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

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

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

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

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

CITY OF ABILENE, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

\_\_\_\_\_  
City Attorney

NAME OF LICENSEE:

Pioneer Drive Baptist Church

By: Kathy Bunkley  
Signature

Kathy Bunkley  
Printed Name and Title

Business Address: 701 S. Pioneer  
Abilene, Tx 79605



**STREET USE LICENSE AGREEMENT  
WITH PIONEER DRIVE BAPTIST CHURCH  
FOR USE OF BUCCANEER DRIVE RIGHT-OF-WAY**

**CONDITIONS AND COVENANTS**

**EXHIBIT A**

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

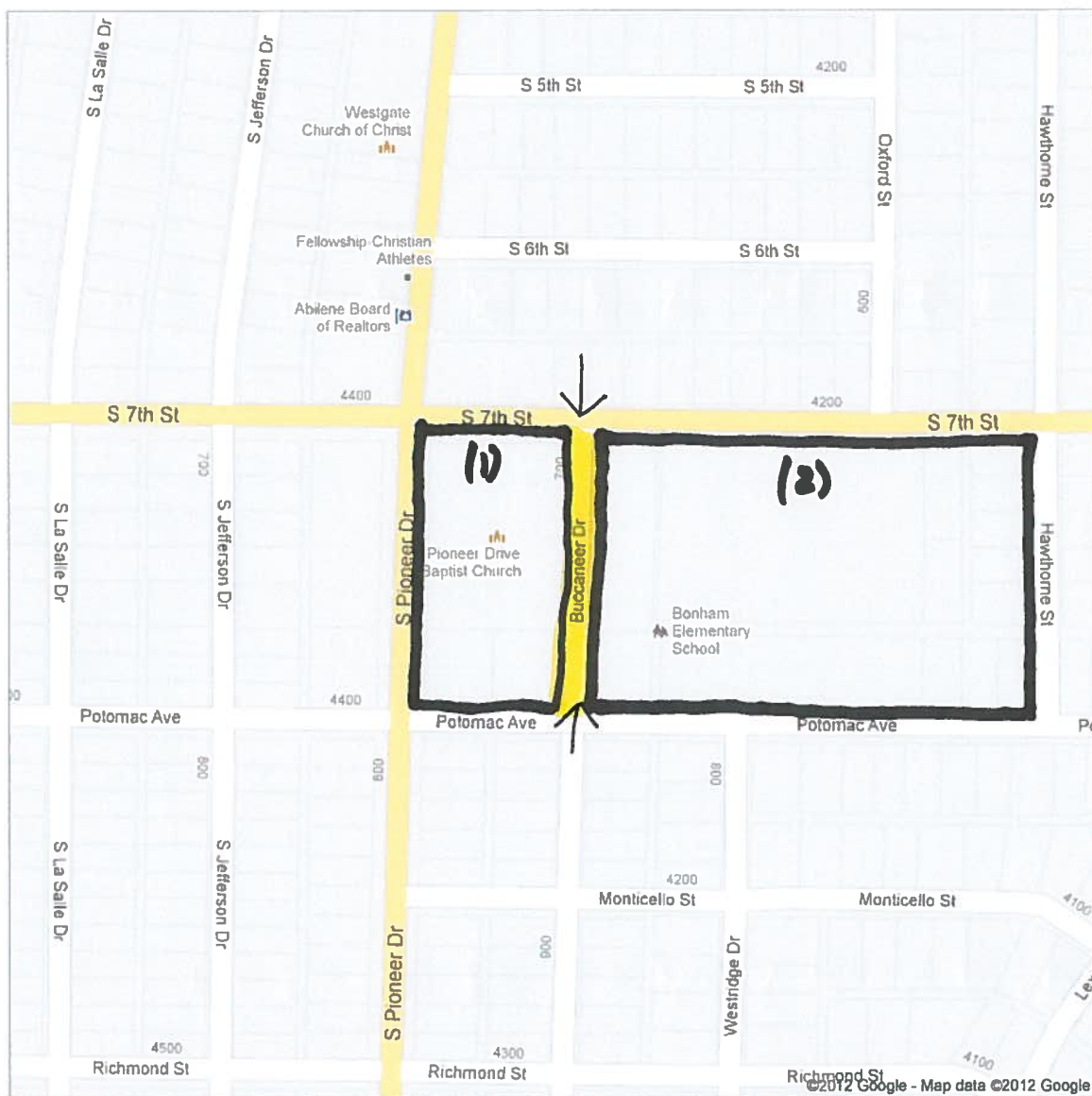
1. The Licensee may take control of the permitted portion of the street, as follows:

From 4:30 p.m. – 10:00 p.m. on Wednesday, October 31, 2012

2. **The Licensee shall submit a traffic control plan in compliance with the Texas Manual on Uniform Traffic Control Devices to the Traffic & Transportation Administrator (676-6279) for review NO LATER THAN MONDAY, OCTOBER 15, 2012. FAILURE TO COMPLY WITH THIS PROVISION MAY RESULT IN CANCELLATION OF THIS LICENSE.**
3. **The Licensee shall be responsible for obtaining, properly installing, and maintaining all necessary traffic control signs and barricades in compliance with the traffic control plan.**
4. The Licensee shall contact all property owners and/or business tenants of properties on the permitted portion of the street to advise them of the proposed street closure and to work out arrangements to accommodate their access needs.
5. The Licensee shall designate an event command center and an event contact person(s). This information, as well as contact phone numbers, shall be provided to the City Land Agent by Monday, October 15, 2012. During the event, an event contact person shall be on-site at all times.
6. The Licensee shall contact the City Fire Marshal regarding a Fire Code outdoor carnival/fair permit, and obtain one if necessary. The Licensee shall contact the Traffic Control Division of the Abilene Police Department about a parade permit (if a parade is planned for the event), and obtain one if necessary. The Licensee shall insure that all food and beverage vendors associated with the event obtain a temporary food vendors permit from the City of Abilene Environmental Health office.
7. The Licensee shall insure that the event is conducted in conformance with all applicable laws and regulations, including City noise regulations and Texas Alcoholic Beverage Commission rules and regulations.
8. The Licensee shall prominently post notice at each entry into the controlled area that

smoking is not permitted at the event and shall comply with the requirements of the City smoking ordinance.

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

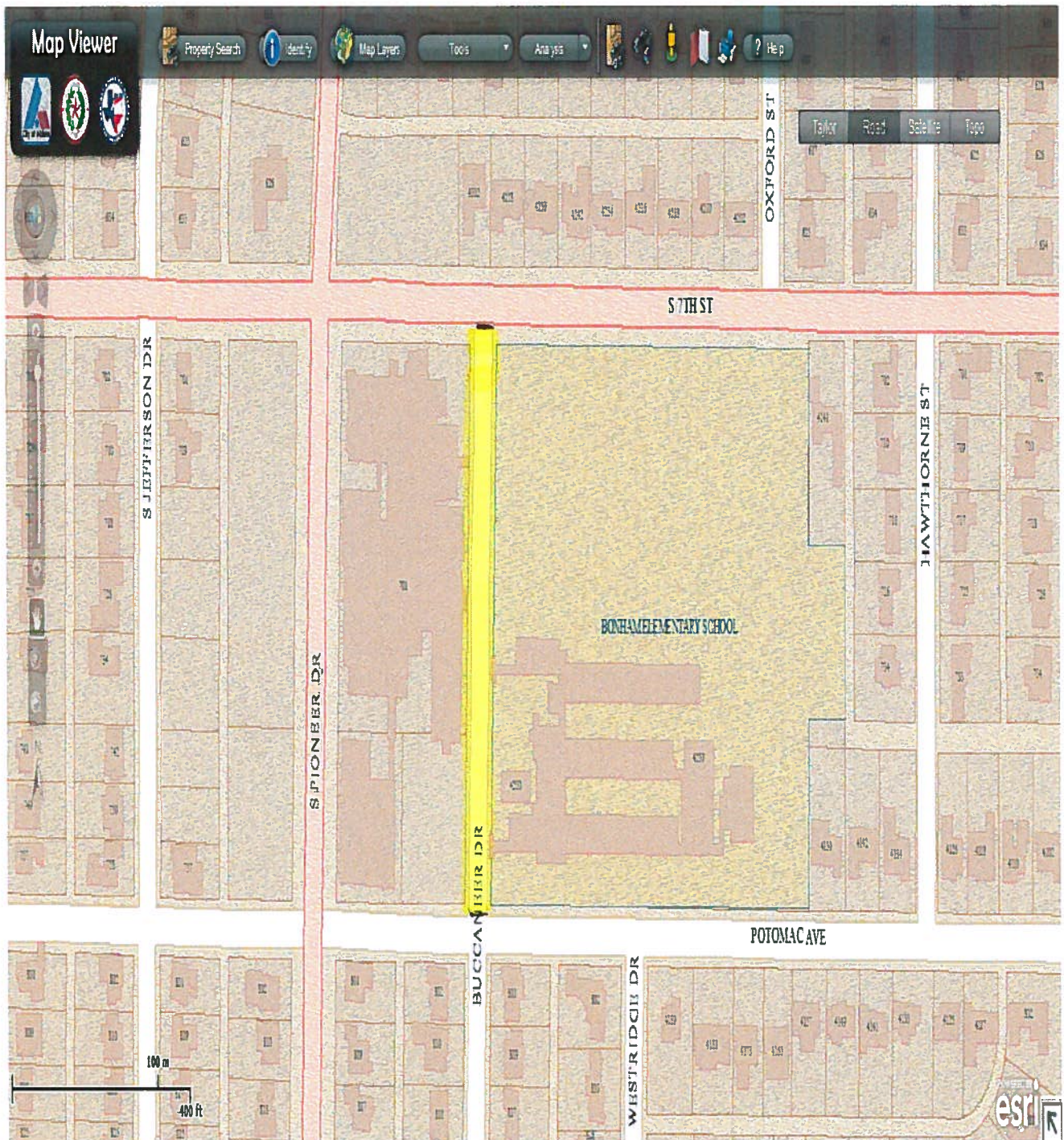


(1) Pioneer Drive Baptist Church takes up block 1.

(2) Bonham Elementary takes up block 2.

No residences are located on this portion of Buccaneer Street.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/10/2012

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).

<b>PRODUCER</b> Church Mutual Insurance Company 3000 Schuster Lane Merrill WI 54452	<b>CONTACT NAME:</b> Lori S Schillz	
	<b>PHONE (A/C No. Ext):</b> 1-800-554-2642 Option 1	<b>FAX (A/C No.):</b> 855-264-2329
<b>E-MAIL ADDRESS:</b> lschillz@churchmutual.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Church Mutual Insurance Company		18767
<b>INSURED</b> PIONEER DRIVE BAPTIST CHURCH DBA PDBC CHILD DEVELOPMENT CENTER INC 701 S PIONEER DR ABILENE TX 79605-2799	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

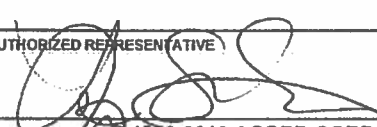
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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	ADDITIONAL INSURER	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			0201621-02-216842	06/19/2010	06/19/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMPOP AGG	\$ 1,000,000
								\$
	GENL AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
								\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Liability Insurance for Family Fun Night being held 701 S. Pioneer Drive/closing the street on October 31, 2012. Commercial General Liability Additional Insured = City of Abilene, subject to the coverage provided by the referenced policy. (A225)

<b>CERTIFICATE HOLDER</b> City of Abilene 555 Walnut Street Abilene, Texas 79601-5254	<b>CANCELLATION</b> 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 
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ACORD 25 (2010/05)

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**City Council  
Agenda Memo**



**City Council  
Meeting Date: 10/11/12**

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

**GENERAL INFORMATION**

McMurry University (McMurry) has submitted a Street Use License (SUL) application for control of vehicular access to Ross Avenue for the remaining home football games at McMurry Wilford Moore Stadium during the 2012 football season. This SUL Agreement will allow McMurry to control the traffic on Ross Avenue between Hunt Street and South 16<sup>th</sup> Street, from 10:00 a.m-6:00 p.m. on 10/27/12, 11/3/12, 11/10/12 and 11/17/12. McMurry University owns the property on both sides of the requested portion of Ross Avenue. No residences or businesses are affected by this request.

**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 McMurry University for control of vehicular access to Ross Avenue for the remaining home football games at McMurry Wilford Moore Stadium during the 2012 football season.

**ATTACHMENTS**

Street Use License Agreement, Short Term

Prepared by:

Name: Travis McClure

Title: Land Agent

Item No. 6.5

Disposition by City Council

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

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

**THE STATE OF TEXAS**

**STREET USE LICENSE AGREEMENT  
SHORT TERM**

**COUNTY OF TAYLOR**

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this \_\_\_\_ day of \_\_\_\_\_, A.D., 2012, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and McMurry 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 Ross Avenue from the north right-of-way line of Hunt Street to the south right-of-way line of South 16<sup>th</sup> Street.*

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

I. Purpose:

The purpose of this License is to permit Licensee to:

*Control vehicular access to the above described public right-of-way during football games at McMurry Wilford Moore Stadium during the 2012 football season.*

II. Term of Agreement/Termination:

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

*From 10:00 a.m. – 6:00 p.m. on  
10/27/12, 11/3/12, 11/10/12 and 11/17/12*

*In the event of any playoff games held at McMurry Wilford Moore 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.

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**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.**



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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.

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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.

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- 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.

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

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

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

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

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

CITY OF ABILENE, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

\_\_\_\_\_  
City Attorney

NAME OF LICENSEE:

McMurry University  
By: McMurry University by Lisa Love Williams  
Signature

Lisa Love Williams, VP for Financial Affairs  
Printed Name and Title

Business Address: 1 McMurry Station, Box 308,  
Abilene, TX 79697

**STREET USE LICENSE AGREEMENT  
WITH MCMURRY UNIVERSITY  
FOR USE OF ROSS AVENUE RIGHT-OF-WAY**

**CONDITIONS AND COVENANTS**

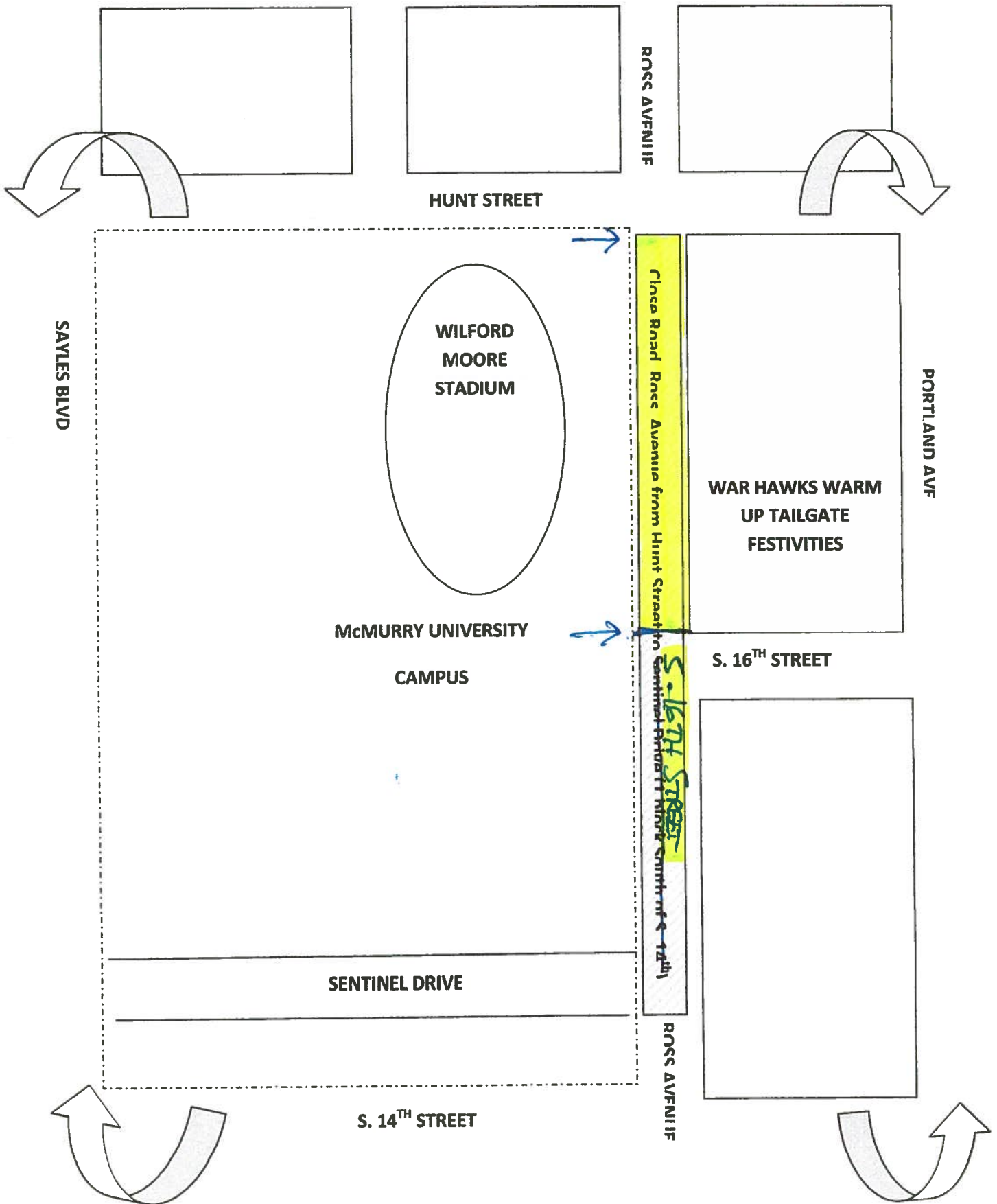
**EXHIBIT A**

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

1. The Licensee may take control of the permitted portion of the street as follows:  
  
From 10:00 a.m. – 6:00 p.m. on 10/27/12, 11/3/12, 11/10/12 and 11/17/12
  
2. **The Licensee shall submit a traffic control plan in compliance with the Texas Manual on Uniform Traffic Control Devices to the Traffic & Transportation Administrator (676-6279) for review NO LATER THAN MONDAY, OCTOBER 15, 2012. FAILURE TO COMPLY WITH THIS PROVISION MAY RESULT IN CANCELLATION OF THIS LICENSE.**
  
3. **The Licensee shall be responsible for obtaining, properly installing, and maintaining all necessary traffic control signs and barricades in compliance with the traffic control plan.**
  
4. The Licensee shall contact all property owners and/or business tenants of properties on the permitted portion of the street to advise them of the proposed street closure and to work out arrangements to accommodate their access needs.
  
5. The Licensee shall designate an event command center and an event contact person(s). This information, as well as contact phone numbers, shall be provided to the City Land Agent by Monday, October 15, 2012. During the event, an event contact person shall be on-site at all times.
  
6. The Licensee shall contact the City Fire Marshal regarding a Fire Code outdoor carnival/fair permit, and obtain one if necessary. The Licensee shall contact the Traffic Control Division of the Abilene Police Department about a parade permit (if a parade is planned for the event), and obtain one if necessary. The Licensee shall insure that all food and beverage vendors associated with the event obtain a temporary food vendors permit from the City of Abilene Environmental Health office.
  
7. The Licensee shall insure that the event is conducted in conformance with all applicable laws and regulations, including City noise regulations and Texas Alcoholic Beverage Commission rules and regulations.
  
8. The Licensee shall prominently post notice at each entry into the controlled area that

smoking is not permitted at the event and shall comply with the requirements of the City smoking ordinance.

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/11/2012

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).


<b>PRODUCER</b> 1-312-648-0914 College Risk Retention Group, Inc.  100 Bank Street Suite 610 Burlington, VT 05401	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A: COLLEGE RRG INC</b>		<b>13613</b>
<b>INSURER B:</b> _____		
<b>INSURER C:</b> _____		
<b>INSURER D:</b> _____		
<b>INSURER E:</b> _____		
<b>INSURER F:</b> _____		

**COVERAGES**                      **CERTIFICATE NUMBER: 29028694**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		GL090112	09/01/12	09/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Evidence of General Liability maintained by the above Insured Institution for: Its activities and operations during the policy term; Obligations of the Insured under a lease or rental agreement; Use of facilities by the insured during the policy term; Students in practicum while participating within the scope of their curriculum requirements and assignments; Contractual Liability; Additional Insured status as required by written agreement.  
If named specifically in the Description of Operations the certificate holder is listed as Additional Insured as required by written agreement.

<b>CERTIFICATE HOLDER</b>  CITY OF ABILENE  P.O. BOX 60  ABILENE, TX 79601  USA	<b>CANCELLATION</b>  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  
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ACORD 25 (2010/05)  
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**City Council  
Agenda Memo**



**City Council  
Meeting Date: 10/11/12**

**TO: Larry D. Gilley, City Manager**  
**FROM: Megan R. Santee, Director of Public Works**  
**SUBJECT: Street Use License Agreement with the Center for Contemporary Arts for “Dia de los Muertos” Event**

---

**GENERAL INFORMATION**

The Center for Contemporary Arts has submitted a Street Use License (SUL) application to hold a public event entitled “Dia de los Muertos” within the public right-of-way on Cypress Street. The applicant wishes to close Cypress Street from the north right-of-way line of North 2<sup>nd</sup> Street to the south right-of-way line of North 3rd Street for this event. The event will take place on Friday, November 2nd, 2012, and the applicant wishes to close the street between the hours of 5:00 p.m. and 11:00 p.m. on this date. The applicant has obtained the approval of all affected property owners and/or business tenants for this event.

**STAFF RECOMMENDATION**

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

**ATTACHMENTS**

Street Use License Agreement, Short Term

Prepared by:

Name: Travis McClure

Title: Land Agent

Item No. 6.6

Disposition by City Council

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

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



**THE STATE OF TEXAS**

**STREET USE LICENSE AGREEMENT  
SHORT TERM**

**COUNTY OF TAYLOR**

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this \_\_\_\_ day of \_\_\_\_\_, A.D., 2012, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and Center for Contemporary Arts hereinafter referred to as "Licensee".

**WITNESSETH:**

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

Closure of Cypress Street from the north right-of-way line of North 2nd Street to the south right-of-way line of North 3rd Street.

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

**I. Purpose:**

The purpose of this License is to permit Licensee to:

Utilize the public right-of-way as part of Licensee's "Dia de los Muertos" event.

**II. Term of Agreement/Termination:**

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

From 5:00 p.m. – 11:00 p.m. on Friday, November 2, 2012

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

**III. Indemnity:**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

“Licensee’s employees” shall mean any employees, officers, agents, subcontractors, licensee and invitees of Licensee.

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

injury or damage to any property or right

injury, damage, or death to any person or entity

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

all other costs and expenses of litigation

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

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

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

#### B. Indemnity

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

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

**The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects which may now exist or which may**

hereafter arise on the premises, whether or not caused in whole or in part by improvements constructed by the Licensee. Responsibility for all such defects is expressly assumed by the Licensee.

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

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

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

IV. Insurance.

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

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

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

All insurance policies or certificates shall contain the following provisions:

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

All insurance policies shall be subject to the examination and approval of the Office of

Risk Management, City of Abilene, Texas, for their adequacy as to form and content, form of protection, and insurance company. Licensee shall furnish to City Secretary for her License file certificates or copies of the policies, plainly and clearly evidencing such insurance at the time of application, and thereafter, new certificates prior to the expiration date of any prior certificate.

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

V. License Requirements and Restrictions:

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

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

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

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

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

CITY OF ABILENE, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

\_\_\_\_\_  
City Attorney

NAME OF LICENSEE:

Burgess Thomas

By: \_\_\_\_\_  
Signature

Burgess Thomas  
Printed Name and Title

Business Address: 220 Cypress  
Abilene, TX 79601

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

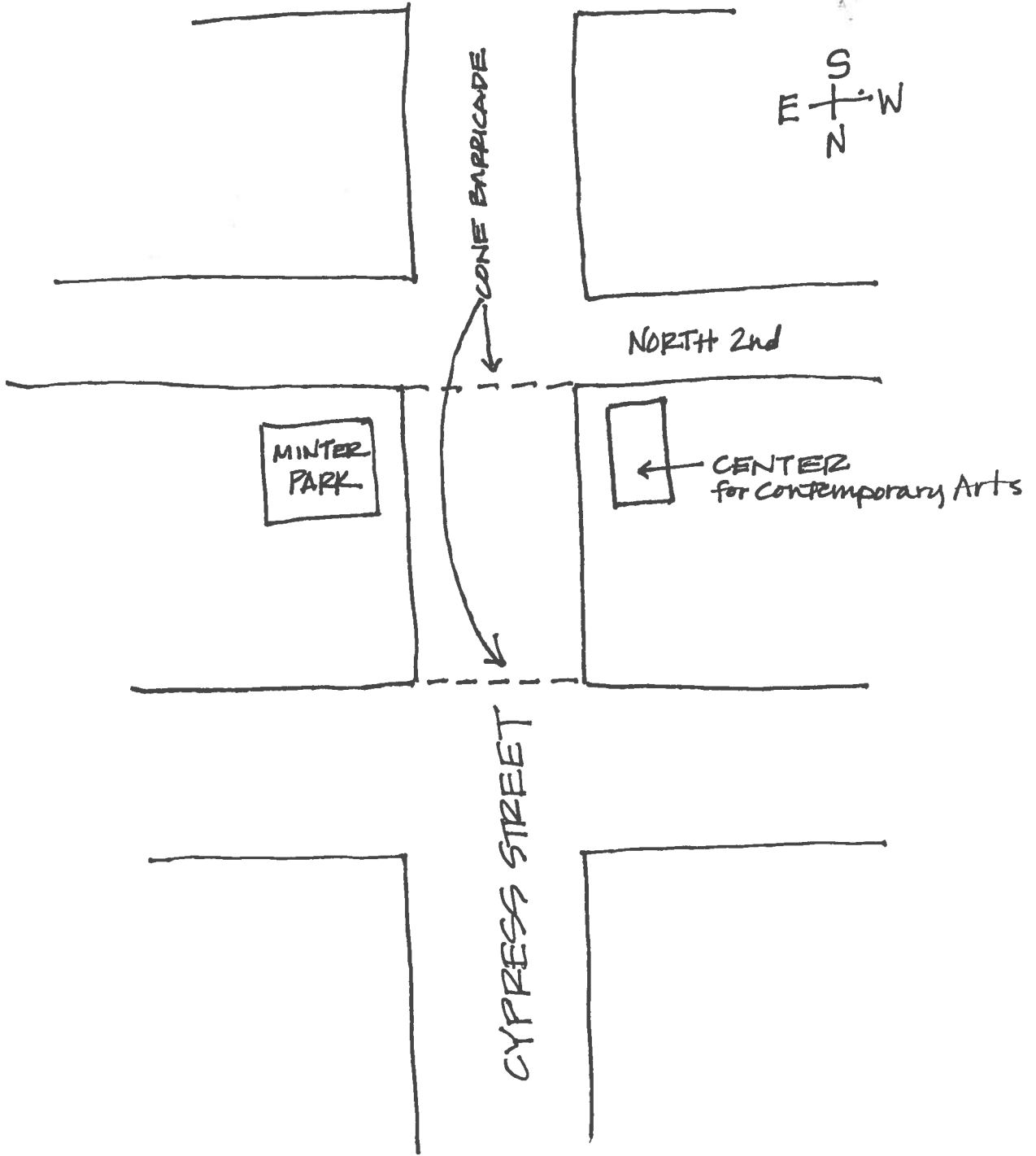
**CONDITIONS AND COVENANTS**

**EXHIBIT A**

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

1. The Licensee may take control of the permitted portion of the street, as follows:
  - a. Control of the on-street parking spaces beginning at 5:00 p.m.
  - b. Control of the full width of the street beginning at 5:30 p.m.
  
2. **The Licensee shall submit a traffic control plan in compliance with the Texas Manual on Uniform Traffic Control Devices to the Traffic & Transportation Administrator (676-6279) for review NO LATER THAN MONDAY, OCTOBER 22, 2012. FAILURE TO COMPLY WITH THIS PROVISION MAY RESULT IN CANCELLATION OF THIS LICENSE.**
  
3. **The Licensee shall be responsible for obtaining, properly installing, and maintaining all necessary traffic control signs and barricades in compliance with the traffic control plan.**
  
4. The Licensee shall contact all property owners and/or business tenants of properties on the permitted portion of the street to advise them of the proposed street closure and to work out arrangements to accommodate their access needs.
  
5. The Licensee shall designate an event command center and an event contact person(s). This information, as well as contact phone numbers, shall be provided to the City Land Agent by Monday, October 22, 2012. During the event, an event contact person shall be on-site at all times.
  
6. The Licensee shall contact the City Fire Marshal regarding a Fire Code outdoor carnival/fair permit, and obtain one if necessary. The Licensee shall contact the Traffic Control Division of the Abilene Police Department about a parade permit (if a parade is planned for the event), and obtain one if necessary. The Licensee shall insure that all food and beverage vendors associated with the event obtain a temporary food vendors permit from the City of Abilene Environmental Health office.
  
7. The Licensee shall insure that the event is conducted in conformance with all applicable laws and regulations, including City noise regulations and Texas Alcoholic Beverage Commission rules and regulations.

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/10/2012

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).

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

**COVERAGES** CERTIFICATE NUMBER: 12.13 SPEC EVENTS GL REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CLA1027134-14	2/8/2012	2/8/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			BA1127P227-11	10/15/2011	10/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Hired Combined Single Limit \$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED		RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SBP0001184389	10/15/2011	10/15/2012	WC STATUTORY LIMITS 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)

Re: Dia de los Muertos Celebration

General Liability policy includes "Blanket" Additional Insured" as required by written contract.

## CERTIFICATE HOLDER

City of Abilene  
 P. O. Box 60  
 Abilene, TX 79604

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terry Riddle/TNETZ



**City Council  
Agenda Memo**



**City Council  
Meeting Date: Oct 11, 2012**

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

**FROM: Rodney Taylor, Assistant Director of Water Utilities**

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

**GENERAL INFORMATION**

The City of Abilene Water Department is requesting that by oral resolution the City Council award bids for bulk chemicals to be used in water and wastewater treatment processes. Notices were published in the Abilene Reporter News on August 26 and September 2, and the bid opening date was September 11, 2012. The following table lists the individual chemicals bid, the staff recommended bidder, and the unit price for that bid.

<b><u>Item:</u></b>	<b><u>Company</u></b>	<b><u>Unit Price</u></b>
Alum 48% Solution	Chameleon Industries, Inc.	\$ 220.00 / Dry Ton
Anhydrous Ammonia	DPC Industries, Inc.	\$1,960.00 / Liquid Ton
Liquid Caustic Soda	DPC Industries, Inc.	\$ 598.00 / Dry Ton
Liquid Chlorine	DPC Industries, Inc.	\$ 549.50 / Liquid Ton
Sodium Bisulfite 40% Solution (WW)	Dimmitt Sulfur Products, Ltd.	\$ 485.625 / Dry Ton
Hydrated Lime	Texas Lime Company	\$ 152.20 / Dry Ton
Fluorosilicic Acid	Pennco, Inc.	\$3,035.00 / Dry Ton
Ferric Sulfate	General Chemical	\$ 288.00 / Dry Ton
Sodium Chlorite	Siemens Industry, Inc.	\$3,400.00 / Dry Ton
Dry Polyacrylamide Cationic Polymer	SNF Polydyne	\$3,480.00 / Dry Ton
Sodium Bisulfite 38% Solution (water)	Hydro Plus, Ltd.	\$ 0.41 /Wet Pound
Bleach Sodium Hypochlorite	Hydro Plus, Ltd.	\$ 2.25 /Gallon
Citric Acid	Hydro Plus Ltd.	\$ 0.98 /Wet Pound

**FUNDING/FISCAL IMPACT**

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

**STAFF RECOMMENDATION**

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

**ATTACHMENTS**

Bid Tab Sheet for Bid No.: CB-1239

Prepared by:  Name__Rodney Taylor_____	Item No.____6.7_____	Disposition by City Council <input type="checkbox"/> Approved    Ord/Res# _____ <input type="checkbox"/> Denied        _____ <input type="checkbox"/> Other _____ City Secretary
Title__Asst. Water Director_____		

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

DEPARTMENT: WATER  
 BID NO.: CB-1239  
 TIME OF OPENING: 11:00 A.M.  
 DATE OF OPENING: SEPTEMBER 11, 2012

VENDOR / ITEM DESCRIPTION	ITEM 1. ALUM 48% SOLUTION	ITEM 2. ANHYDROU S AMMONIA	ITEM 3. CAUSTIC	ITEM 4. LIQUID CHLORINE	ITEM 5. SODIUM BISULFITE 40% SOLUTION	ITEM 6. HYDRATED LIME	ITEM 7. FLUORO- SILICIC ACID	ITEM 8. FERRIC SULFATE	ITEM 9. SODIUM CHLORITE	ITEM 10. DRY POLYACRYLA -MIDE CATIONIC POLYMER	ITEM 11. SODIUM BISULFITE 38% SOLUTION	ITEM 12. BLEACH SODIUM HYPO- CHLORITE	ITEM 13. CITRIC ACID
DIMMITT SULFUR PRODUCTS LTD. PORTALES, NM					*485.625								
GENERAL CHEMICAL PARSIPPANY, NJ	222.00		616.94					*288.00					
GEO SPECIALTY CHEMICALS LITTLE ROCK, AR	528.07												
NALCO COMPANY NAPERVILLE, IL										4,660.00			
SNF POLYDYNE RICEBORO, GA										*3,480.00			
KEMIRA WATER SOLUTIONS INC. LAWRENCE, KS								818.74					
ALTIVIA CORPORATION HOUSTON, TX	432.00		643.00										
PENCCO, INC. SAN FELIPE, TX							*3,035.00	326.00					
TEXAS LIME COMPANY DALLAS, TX						*152.20							
SIEMENS INDUSTRY INC. SARASOTA, FL									*3,400.00				
HARCROS CHEMICALS DALLAS, TX			660.00				3,044.00						
INTERNATIONAL DIOXIDE INC. NORTH KINGSTOWN, RI								3,459.17					
SOUTHERN IONICS INCORPORATED WEST POINT, MS					546.00								
K A STEEL CHEMICALS INC. LEMONT, IL			644.00										
HYDRO-PLUS LTD. ABILENE, TX			720.00								*.41	*2.25	*.98
CHAMELEON INDUSTRIES, INC. MESQUITE, TX	*220.00												
DPC INDUSTRIES, INC. SWEETWATER, TX		*1,960.00	*598.00	*549.50									

\*Recommended Award



**City Council  
Agenda Memo**

**TO:** Larry D. Gilley, City Manager **City Council**  
**FROM:** Megan R. Santee, Director of Public Works **Meeting Date: 10/11/2012**  
**SUBJECT:** Award of Bid No. CB-1302 – 300 gallon Automated Refuse Containers

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**GENERAL INFORMATION**

This bid is for annual purchase of 300-gallon automated refuse containers to replenish inventory due to new housing starts and to replace worn-out and damaged containers. The bid is for truckload quantities of 300-gallon, residential refuse containers. Advertisements were published on August 19, 2012 and August 26, 2012. The bids were opened on September 6, 2012. A tabulation of bids is attached.

**SPECIAL CONSIDERATIONS**

The bids provide that the City can extend the contract for one (1) additional year with concurrence of the successful bidder.

**FUNDING/FISCAL IMPACT**

Funding is available within the Solid Waste Services Division’s Enterprise Fund Budget.

**STAFF RECOMMENDATION**

The staff recommends Council award the bid to: Rotational Molding Inc.

**ATTACHMENTS**

Bid Tabulation Sheet

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**Prepared By:**

Name Jim Winward

Title Operations Manager

Item No. 6.8

**Disposition by City Council**

Approved  Denied  
 Other **Ord/Res #**

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**City Secretary**





