

**City Council
Agenda Memo**



TO: Larry D. Gilley, City Manager
FROM: Don Green, Director of Aviation
SUBJECT: URS Corp. Engineering Contract Task Order 31

**City Council
Meeting Date: January 10, 2013**

GENERAL INFORMATION

As part of the Airport's FY13 Airport Improvement Program (AIP), Task Order 31 is requested to be considered for authorization. This Task Order provides authorization for URS to revise the previously designed Taxiways M, N and P Reconstruction Project. This project was originally designed as part of the airport's FY12 program, but there wasn't enough funding. Since then, FAA has significantly changed design standards for this type of project and denied our request for a waiver; therefore, URS must make changes to the original design so the City can bid this project next year. The fee for this service is a fixed fee in the amount not to exceed **\$90,881.07**.

FUNDING/FISCAL IMPACT

We are requesting that this fee be covered first by the City using a portion of the budgeted AIP grant match funds and then we will request reimbursement as part of our FY13 AIP grant request at the 90/10% rate. With FAA reimbursement later in 2013, the total cost to the City would be \$9,088.11.

STAFF RECOMMENDATION

Staff recommends the City Council authorize the City Manager to execute Task Order 31 of the URS Corp engineering contract.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board voted to recommend approval of Task Order 31 of URS' contract at its December 12th meeting.

Prepared by: Name: Don Green Title: Director of Aviation	Item No. <u>6.1</u>	Disposition by City Council <input type="checkbox"/> Approved Ord/Res# _____ <input type="checkbox"/> Denied <input type="checkbox"/> Other _____ City Secretary
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**City Council
Agenda Memo**



**City Council
Meeting Date: 01/10/13**

TO: Larry D. Gilley, City Manager
FROM: Megan R. Santee, Director of Public Works
SUBJECT: Extended Term Street Use License Agreement with Abilene Country Club for use of Fairway Oaks Blvd. right-of-way, between Muirfield and Cypress Pt.

GENERAL INFORMATION

Abilene Country Club has submitted an Extended Term Street Use License (SUL) application for use of a portion of the public right-of-way on Fairway Oaks Blvd., between the north right-of-way line of Muirfield and the south right-of-way line of Cypress Point. The applicant wishes to bore underneath and install one six (6) inch and one eight (8) inch effluent irrigation line in two separate, specific locations under Fairway Oaks Blvd., for irrigation of applicant's golf course. The specific locations for these lines are identified on the attached Exhibit "A"/construction drawings, as part of the Extended Term SUL Agreement. No other private property owners or business tenants will be affected by this request. The Extended Term SUL Agreement will be for a term of ten (10) years from the date of execution, and the City may cancel the License Agreement at any time should it become necessary.

STAFF RECOMMENDATION

Staff has reviewed this request and recommends that City Council, by oral resolution, authorize the Mayor to execute the attached Extended Term Street Use License Agreement with Abilene Country Club for use of a portion of the Fairway Oaks Blvd. public right-of-way.

ATTACHMENTS

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

Prepared by: Name: <u>Travis McClure</u> Title: <u>Land Agent</u>	Item No. <u>6.2</u>	Disposition by City Council <input type="checkbox"/> Approved Ord/Res# _____ <input type="checkbox"/> Denied <input type="checkbox"/> Other _____ City Secretary
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THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT
EXTENDED TERM

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this ____ day of _____, A.D., 2013, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and Abilene Country Club, 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:

Fairway Oaks Blvd., between the north right-of-way line of Muirfield and the south right-of-way line of Cypress Pt., in two specific locations as shown on the attached Exhibit "A".

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

I. Purpose:

The purpose of this License is to permit Licensee to:

Bore underneath and install one 6 inch and one 8 inch effluent irrigation line in two separate, specific locations under Fairway Oaks Blvd., for irrigation of Licensee's golf course. Said specific locations being identified on the attached Exhibit "A"/construction drawings.

II. Indemnity:

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

"Licensee's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Licensee.

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

injury or damage to any property or right

injury, damage, or death to any person or entity

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

all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise on the premises, whether or not caused in whole or in part by improvements constructed by the Licensee. Responsibility for all such defects is expressly assumed by the Licensee.

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

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

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

III. Insurance

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

Type	Amount
Comprehensive General Liability to include (but not limited to) the following:	\$250,000 ----- Per Person
a) Premises/Operations Coverage	\$500,000 ----- Per Occurrence for Bodily Injury, and
a) Contractual Liability Coverage	\$100,000 ----- Per Occurrence for Property Damage

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

All insurance policies or certificates shall contain the following provisions:

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

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

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

IV. License Requirements and Restrictions:

- I. During the term of this License, Licensee shall maintain the premises licensed herein in a good and safe condition at all times. If the street surface, parkway, or facilities in the parkway, including landscaping, are damaged or disturbed by any activity associated with this License, the

Licensee shall at its expense, restore the same to as good a condition as before the activity, to the satisfaction of the Director of Public Works or designee.

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

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

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

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

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

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

8. The City Manager, Police Chief, Fire Chief, or a designee of such officials, shall have the authority to order immediate removal of any objects or materials placed on the premises by Licensee if, in the City's opinion, removal is necessary to protect the health, safety, or welfare of the public. If the Licensee fails to comply with the order, the City shall remove the materials, and the Licensee shall reimburse the City for the cost of compliance. The Licensee may appeal the removal order to the Abilene City Council by filing written notice with the City Secretary within 5 days of the order; provided, however that ANY APPEAL SHALL NOT STAY THE OFFICIAL'S ORDER OR THE REMOVAL PROCEDURE.

V. Termination

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

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

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

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

CITY OF ABILENE, TEXAS

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

NAME OF LICENSEE:

ABILENE COUNTRY CLUB

By: 

EDWARD GROTHAUS COO/CM

Printed Name and Title

Business Address: 4039 S. TREADAWAY BLD

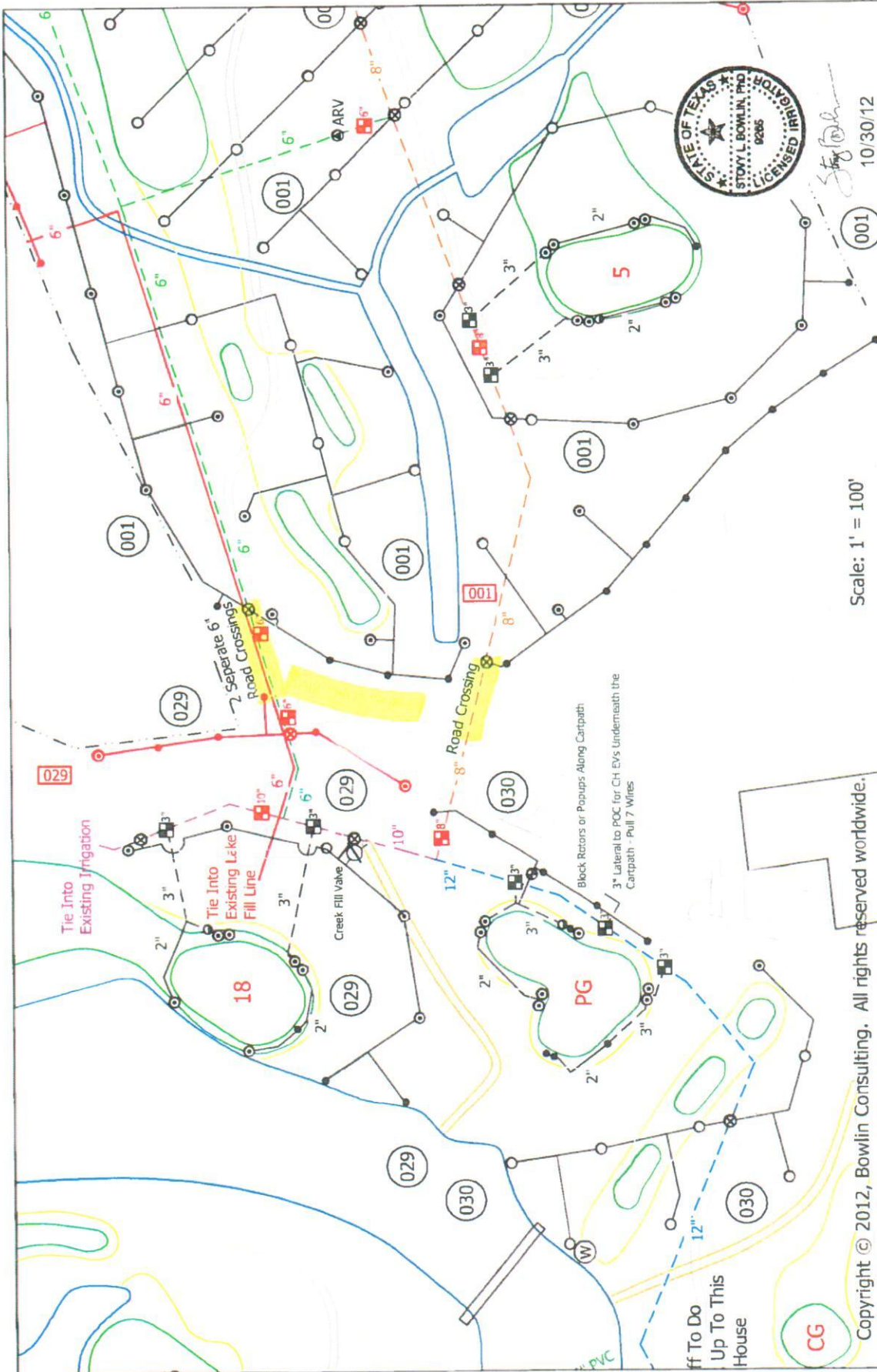
ABILENE, TEXAS 79602

**STREET USE LICENSE AGREEMENT
WITH ABILENE COUNTRY CLUB**

CONDITIONS AND COVENANTS

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

1. If any work planned within and/or under the permitted public right-of-way during the term of this License Agreement will result in blocking traffic lanes, the Licensee shall submit a traffic control plan to the Traffic & Transportation Administrator for approval before beginning the work.
2. The Licensee shall barricade any excavation in the right-of-way to prevent pedestrian and/or vehicular access while excavation is unattended. Barricades shall be lighted at night.
3. The permitted borings underneath Fairway Oaks Blvd. for the installation of Licensee's effluent irrigation lines shall use ten (10) or twelve (12) inch Schedule 40 steel or PVC pipe sleeve from right-of-way limit to right-of-way limit.



Scale: 1" = 100'

10/30/12

ABILENE CC - FAIRWAY COURSE - OPTION 2A

CONSTRUCTION DRAWINGS
 Prepared By: Stovy L. Bowlin, PhD, CGIA, CID
 (O) 512-303-7680 (F) 512-303-7681 (C) 512-560-0010

BOWLIN CONSULTING
 Planning • Design • Mapping

ROAD CROSSING LOCATIONS

PROPERTY LINE

ROAD SURFACE
DEPTH OF COVER AS PER LOCAL CODES AND REGULATIONS

APPROX. 5 FT.
FROM CURB

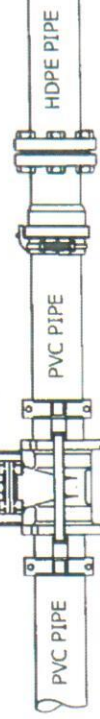
PIPE MATERIAL SHALL BE HDPE OR PER PLANS AND SPECIFICATIONS
Schedule 40 Steel or PVC
Pipe Sleeve / Casing

MAINLINE GATE VALVE AND JOINT RESTRAINTS AS PER PLANS AND SPECS

APPROX. 5 FT.
FROM CURB

DEPTH

PIPE MATERIAL



LEEMCO DUCTILE IRON
FLANGE x GASKET ADAPTER
(LINE SIZE) RF-XFXB

MAINLINE GATE VALVE AND JOINT
RESTRAINTS AS PER PLANS AND SPECS



Stovy L. Bowlin

11 JANUARY 2010

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CONSTRUCTION DRAWINGS
Prepared By: Stovy L. Bowlin, PhD, CGIA, CID
(O) 512-303-7680 (F) 512-303-7681 (C) 512-560-0010
Email: stovy@bowlinconsulting.com Web: www.bowlinconsulting.com

BOWLIN CONSULTING
Planning • Design • Mapping

CONSTRUCTION DETAILS
ROAD CROSSING DETAIL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/4/2012

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

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

PRODUCER CBS Insurance, LLP 3005 South Treadaway Blvd Abilene TX 79602	CONTACT NAME: Phyllis Hollenbeck, CIC PHONE (A/C No. Ext): (325) 695-0222 E-MAIL ADDRESS: phollenbeck@cbsins.com	FAX (A/C No.): (325) 695-0228													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Cincinnati Indemnity</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Cincinnati Indemnity		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:															
INSURED Abilene Country Club 4039 South Treadaway Abilene TX 79602															

COVERAGES

CERTIFICATE NUMBER: 12-13

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GCC0006562	11/1/2012	11/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<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 \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			GCC0006562	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Garage Keepers Legal Liab \$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
City of Abilene is an additional insured as respects General Liability

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
Ken Baker/PHOLLE *Ken Baker*

ACORD 25 (2010/05)

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Client#: 733715

67MIKEROA

DATE (MM/DD/YYYY)

12/04/2012

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CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER: BB&T - Barnes Insurance, 417 East First Avenue, PO Box 1327, Easley, SC 29641. CONTACT NAME: [blank], PHONE (A/C, No, Ext): 864 855-0970, FAX (A/C, No): 8887513016. INSURER(S) AFFORDING COVERAGE: INSURER A: Amerisure Insurance Company, NAIC #: 19488. INSURED: Mike Roach, Inc, P. O. Box 775, Seneca, SC 29679. INSURER B, C, D, E, F: [blank]

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (CPP2075865), A AUTOMOBILE LIABILITY (CA2075864), A UMBRELLA LIAB (CU2075866), A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (WC2075867).

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

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Mike Roach, President

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER: City of Abilene, PO 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: William C. Knapp

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Client#: 733715 67MIKEROA
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/2012

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CONTACT NAME:
PHONE (A/C, No, Ext): 864 855-0970
FAX (A/C, No): 8887513016
INSURER(S) AFFORDING COVERAGE: Amerisure Insurance Company, NAIC #: 19488
INSURED: Mike Roach, Inc, P. O. Box 775, Seneca, SC 29679

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

** Workers Comp Information **
Proprietors/Partners/Executive Officers/Members Excluded:
Mike Roach, President

CERTIFICATE HOLDER: Abilene Country Club, 4039 S. Treadaway, Abilene, TX 79602
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: William C. Kump

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