



City Council  
Agenda Memo

TO: Larry D. Gilley, City Manager

City Council  
Meeting Date: 03/14/13

FROM: Mindy Patterson, Director of Finance

SUBJECT: Financing by the Red River Health Facilities Development Corporation for  
Sears Methodist Retirement System, Inc.

**GENERAL INFORMATION**

Sears Methodist Retirement System (Sears) has requested the Red River Health Facilities Development Corporation to issue bonds that will provide funds to finance and refinance health facilities owned by Sears and its affiliates in Abilene, Amarillo, Lubbock, Odessa, and Tyler. The bond issue is not to exceed \$100 million, of which no more than \$41 million will be used to finance and refinance certain costs incurred for construction, improvement, and equipping the project, which is Wesley Court Methodist Retirement Community. Wesley Court, a continuing care retirement community, has approximately 127 independent living units, 19 assisted living units, and 30 nursing beds, together with common areas for administration, dining, and recreation. The project is located on approximately 50 acres at 2617 Antilley Road, Abilene, Texas.

The Internal Revenue Code contains a provision, Section 147(f), that will require the chief elected officer of the City of Abilene to sign an approval of the financing and the project, since the project is located in the City.

**SPECIAL CONSIDERATIONS**

The Red River Health Facilities Development Corporation held a public hearing on February 19, 2013, to discuss the issuance of the obligation. Staff received a copy of the minutes.

**FUNDING/FISCAL IMPACT**

The City will have no liabilities for the payment of the obligation nor shall any of its assets be pledged to the payment of the obligation.

**STAFF RECOMMENDATION**

Staff recommends that the City Council approve the Resolution.

**ATTACHMENTS**

Resolution and Letter

Prepared By:

Name Mindy Patterson

Title Director of Finance

Item No. 6.1

Disposition by City Council

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

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

RESOLUTION APPROVING THE FINANCING BY THE  
RED RIVER HEALTH FACILITIES DEVELOPMENT CORPORATION  
OF A HEALTH FACILITY LOCATED WITHIN  
THE CITY OF ABILENE, TEXAS

WHEREAS, the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code (the "Act"), authorizes and empowers Red River Health Facilities Development Corporation (the "Issuer") to issue revenue bonds on behalf of the City of Windthorst, Texas (the "Issuing Unit") to finance and refinance the costs of health facilities found by the Board of Directors of the Issuer to be required, necessary or convenient for health care, research and education, any one or more, within the State of Texas and in furtherance of the public purposes of the Act; and

WHEREAS, Section 221.030 of the Act provides that the Issuer may provide for the financing or refinancing of one or more health facilities located outside the limits of the Issuing Unit with the consent of each city, county or hospital district within which such health facility is or is to be located; and

WHEREAS, Sears Methodist Retirement System, Inc. ("Sears"), a nonprofit Texas corporation, proposes to obtain financing and refinancing from the Issuer from the proceeds of one or more series of the Issuer's bonds and notes in a maximum principal amount of \$100,000,000, a portion of which will be used to finance and refinance the costs of the health facility described in Exhibit A hereto (the "Project"); and

WHEREAS, the Project is located within the City of Abilene, Texas (the "City") and outside the limits of the Issuing Unit;

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

Section 1. The City hereby consents to the financing by the Issuer of the Project for the purposes of Section 221.030 of the Act and approves the financing for the purposes of Section 147(f) of the Internal Revenue Code of 1986; provided that the City shall have no liability in connection with the financing of the Project and shall not be required to take any further action with respect thereto.

Section 2. This Resolution shall take effect immediately from and after its adoption and it is accordingly so ordered.

PASSED AND APPROVED, this the \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

## EXHIBIT A

### DESCRIPTION OF THE PROJECT

The Project consists of the Wesley Court Methodist Retirement Community, a continuing care retirement community with approximately 127 independent living units, 19 assisted living units and 30 nursing beds, together with common areas for administration, dining and recreation, located on approximately 50 acres at 2617 Antilley Road, Abilene, Texas. The total maximum aggregate principal amount of Bonds to be issued by Red River Health Facilities Development Corporation is \$100 million, of which no more than \$41 million will be used on the Project.

LAW OFFICES

MCCALL, PARKHURST & HORTON L.L.P.

600 CONGRESS AVENUE  
SUITE 1800  
AUSTIN, TEXAS 78701-3248  
TELEPHONE: 512 478-3805  
FACSIMILE: 512 472-0871

717 NORTH HARWOOD  
SUITE 900  
DALLAS, TEXAS 75201-6587  
TELEPHONE: 214 754-9200  
FACSIMILE: 214 754-9250

700 N. ST. MARY'S STREET  
SUITE 1525  
SAN ANTONIO, TEXAS 78205-3503  
TELEPHONE: 210 225-2800  
FACSIMILE: 210 225-2984

February 20, 2013

Members of the City Council  
City of Abilene  
555 Walnut Street  
Abilene, Texas 79601

Re: Red River Health Facilities Development Corporation Retirement Facility Revenue Bonds  
(Sears Methodist Retirement System Obligated Group Project) Series 2013

Ladies and Gentlemen:

The Red River Health Facilities Development Corporation (the "Issuer") proposes, on behalf of the City of Windthorst, Texas, to issue the captioned bonds (the "Bonds") pursuant to the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code (the "Act"), to provide funds to finance and refinance certain costs incurred for construction, improvement and equipping of a continuing care retirement community known as Wesley Court Methodist Retirement Community at 2617 Antilley Road, Abilene, Texas (the "Project"). The facilities are owned and operated by Sears Methodist Centers, Inc. ("Sears Methodist"), an affiliate of Sears Methodist Retirement System, Inc. ("Sears"). Sears and Sears Methodist are Texas nonprofit corporations exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986. Our firm is acting as bond counsel to the Issuer in connection with the issuance of the Bonds. The proceeds of the Bonds will be used to finance and refinance health facilities owned by Sears and its affiliates in Abilene, Amarillo, Lubbock, Odessa and Tyler. The use of a single issuer will enable Sears to achieve significant cost savings with respect to the cost of issuance of the Bonds.

Section 221.030 of the Act requires that for any health facilities located outside the City of Windthorst, Texas to be financed with Bond proceeds, the Issuer must obtain a consent to the financing from each city, county or hospital district within which such health facilities are located.

Sears has requested the Issuer to finance and refinance the Project, which is located within the jurisdiction of the City of Abilene, Texas. Therefore, pursuant to Section 221.030 of the Act, the consent of the City of Abilene is required prior to the financing and refinancing of the Project with Bond proceeds. For your convenience, I have enclosed a proposed form of a consent resolution with a description of the Project attached thereto as Exhibit A.

This consent is required solely for the purposes of satisfying Section 221.030 of the Act and to enable the Issuer to proceed with the proposed financing and refinancing of the Project with Bond proceeds. This consent in no way imposes any payment or other obligations on the City of Abilene in connection with the financing.

Therefore, on behalf of the Issuer and Sears we respectfully request that consideration of adoption of the enclosed consent be placed on the agenda of the City Council of Abilene, Texas at its next available meeting, and that the City Council approve and adopt such consent. Upon such approval, I would also very much appreciate it if you would return three completed, originally executed and sealed certified, resolutions to me in the self-addressed, stamped envelope enclosed for your convenience.

Please do not hesitate to contact me should you have any questions or comments. Thank you very much for your cooperation and assistance.

Sincerely,

McCall, Parkhurst & Horton L.L.P.



L. E. (Ted) Brizzolara, III

LEB:bc  
Enclosures

cc: Keith Perry (via email)  
Terri Helge (via email)

**City Council  
Agenda Memo**



**City Council  
Meeting Date: 03/14/13**

**TO: Larry D. Gilley, City Manager**  
**FROM: Megan R. Santee, Director of Public Works**  
**SUBJECT: Extended Term Street Use License Agreement with Abilene Independent School District for use of South 7<sup>th</sup> and Buccaneer Streets Rights-of-Way**

**GENERAL INFORMATION**

Abilene Independent School District (AISD) has submitted an Extended Term Street Use License (SUL) application for use of three strips of public right-of-way on South 7<sup>th</sup> Street and Buccaneer Street at the Bonham Elementary School campus. The applicant wishes to utilize these portions of right-of-way in order to maintain existing parking and fences that are within the right-of-way. The specific locations of these portions of right-of-way are identified on the attached Exhibit "A"/ Street Use License Location Plat, 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 Independent School District for use of these portions of the South 7<sup>th</sup> and Buccaneer Streets public rights-of-way.

**ATTACHMENTS**

Street Use License Agreement, Extended Term  
Exhibit "A" / Street Use License Location Plat

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 Independent School District (AISD), 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:

*Three strips of City of Abilene right-of-way along South 7<sup>th</sup> and Buccaneer Streets at the AISD Bonham Elementary School campus as shown on the attached Exhibit "A", and more particularly described as follows:*

1. *From the Point of Beginning (P.O.B.) at the northeast corner of Lot 1, Block "A", Elmwood West Addition located along the south side of the South 7<sup>th</sup> Street right-of-way and being on the north side of the AISD Bonham Elementary School campus, and extending west 569' in length by 3' in width along the south right-of-way line of South 7<sup>th</sup> Street to the northwest corner of Lot 1, Block A.*
2. *From the northwest corner of the aforementioned Lot 1, Block A, extending west 143' in length by 13' in width, along the south right-of-way line of South 7<sup>th</sup> Street and to the east right-of-way line of Buccaneer Street.*
3. *From the south right-of-way line of South 7<sup>th</sup> Street, extending south 300' in length by 7' in width, along the east right-of-way line of Buccaneer 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:

*Maintain existing parking lot and fences that are currently in the above described public right-of-way.*

II. Indemnity:

A. **Definitions**

For the purpose of this section the following definitions apply:

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

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

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

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

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

injury or damage to any property or right

injury, damage, or death to any person or entity

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

all other costs and expenses of litigation

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

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

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

**B. Indemnity**

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

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

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

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

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

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

III. Insurance

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

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

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

All insurance policies or certificates shall contain the following provisions:

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

All insurance policies shall be subject to the examination and approval of the Office of Risk Management, City of Abilene, Texas, for their adequacy as to form and content, form of protection,



and insurance company. Licensee shall furnish to City Secretary for her License file certificates or copies of the policies, plainly and clearly evidencing such insurance at the time of application, and thereafter new certificates prior to the expiration date of any prior certificate.

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

IV. License Requirements and Restrictions:

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. 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 and delivered to Licensee by certified mail.

3. This License may not be assigned or conveyed; any attempt by Licensee to do either shall automatically terminate the License. This License expires upon the re-platting of Licensee's property for which the License has been granted as shown on Exhibit "A" and the dedication of the remaining right of way required in that location, or if the property is sold or ceases to be used as a public school.

CITY OF ABILENE, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

Kelly Messer  
\_\_\_\_\_  
City Attorney

NAME OF LICENSEE:

Abilene ISD

By:

Joe Humphrey  
Signature

Joe Humphrey Construction Coordinator  
Printed Name and Title

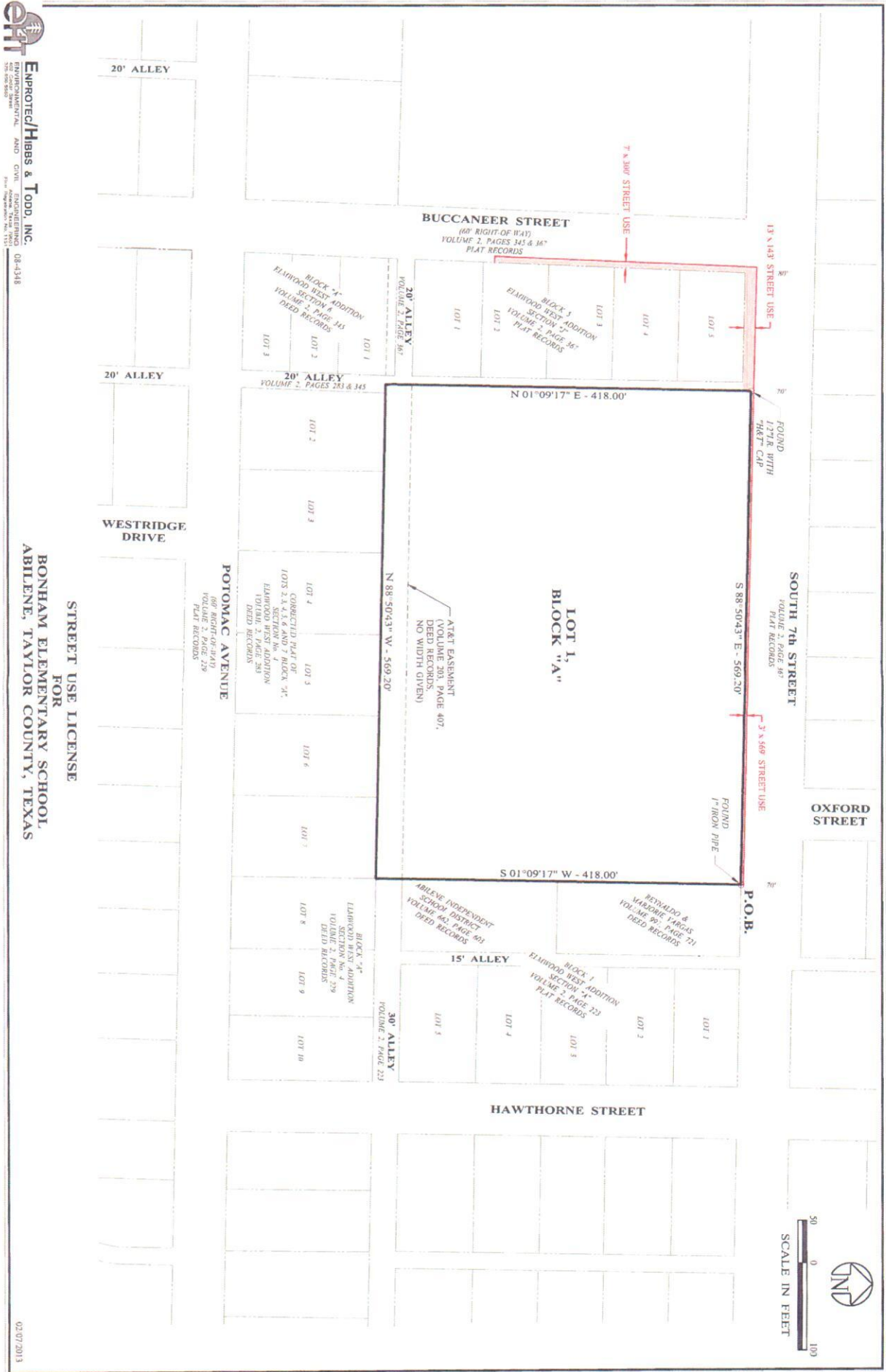
Business Address:

241 Pine  
Abilene, TX

EAPLID1 A



SCALE IN FEET  
50 0 100



**EHT**  
ENPROTECT/HABS & TODD, INC.  
ENVIRONMENTAL AND CIVIL ENGINEERING  
2500 W. 14TH STREET, SUITE 100  
DENVER, COLORADO 80202  
PH: 303.733.8888  
FAX: 303.733.8889  
WWW.EHT-INC.COM

**STREET USE LICENSE**  
**FOR**  
**BONHAM ELEMENTARY SCHOOL,**  
**ABILENE, TAYLOR COUNTY, TEXAS**

02/07/2013

**CERTIFICATE OF COVERAGE**

DATE (MM/DD/YY)  
02/13/2013

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 AS SHOWN BELOW. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN PCAT, THE AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER (Contact With Any Questions)</b> Kerry Sims/Carole Merz North American Solutions P.O. Box 25928 Oklahoma City, OK 73125-0928 Phone: 800-880-0291 ext 2368      FAX: 800-788-8995	<b>CARRIER AFFORDING COVERAGE</b>	
	CARRIER A:	Property Casualty Alliance of Texas (PCAT)
	CARRIER B:	

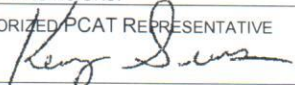
**COVERED MEMBER**  
 Abilene Independent School District  
 P.O. Box 981  
 Abilene, TX 79604

**COVERAGES**

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE 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 COVERAGES DESCRIBED HEREIN ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CARRIER LTR	TYPE OF COVERAGE	ADDL INSR	MEMBER NUMBER	EFF DATE (MM/DD/YY)	EXP DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>						
	<input checked="" type="checkbox"/> General Liability	<input checked="" type="checkbox"/>	PC221-901	02/01/2013	02/01/2014	Each Occurrence	\$ 3,000,000
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence					Fire Damage (Any one fire)	\$ 500,000
	<input type="checkbox"/>					Med Exp (Any one person)	\$ -0-
	<input type="checkbox"/>					Personal & Adv Injury	\$ 3,000,000
	General Aggregate Limit Applies Per: <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc					General Aggregate	\$ 3,000,000
						Products - Comp/Op Agg	\$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> Any Auto	<input type="checkbox"/>				Combined Single Limit (Each Accident)	\$
	<input type="checkbox"/> All Owned Autos					Bodily Injury (Per Person)	\$
	<input type="checkbox"/> Scheduled Autos					Bodily Injury (Per Accident)	\$
	<input type="checkbox"/> Hired Autos					Property Damage (Per Accident)	\$
<input type="checkbox"/> Non-Owned Auto						\$	
	<b>OTHER</b>						\$
							\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**  
 The City of Abilene is Additional Insured only as respects Abilene Independent School District use of Three strips of City of Abilene right-of-way along South 7th and Buccaneer Streets at the AISD Bonham Elementary School campus, and more particularly described on attachment to this document.

<b>CERTIFICATE HOLDER</b> City of Abilene P O Box 60 Abilene TX 79604	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED PCAT REPRESENTATIVE 

ABILENE ISD

DESCRIPTION OF CITY PROPERTY USED BY ABILENE INDEPENDENT SCHOOL DISTRICT

1. *From the Point of Beginning (P.O.B.) at the northeast corner of Lot 1, Block "A", Elmwood West Addition located along the south side of the South 7<sup>th</sup> Street right-of-way and being on the north side of the AISD Bonham Elementary School campus, and extending west 569' in length by 3' in width along the south right-of-way line of South 7<sup>th</sup> Street to the northwest corner of Lot 1, Block A.*
2. *From the northwest corner of the aforementioned Lot 1, Block A, extending west 143' in length by 13' in width, along the south right-of-way line of South 7<sup>th</sup> Street and to the east right-of-way line of Buccaneer Street.*
3. *From the south right-of-way line of South 7<sup>th</sup> Street, extending south 300' in length by 7' in width, along the east right-of-way line of Buccaneer Street.*

**City Council  
Agenda Memo**



**City Council  
Meeting Date: 3-14-13**

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

**FROM: Megan R. Santee, Director of Public Works**

**SUBJECT: Designation of a Name for an Access Way on Private Property for Addressing Purposes**

**GENERAL INFORMATION**

A good addressing scheme is important for proper delivery of a variety of services, especially for emergency services. For a private development that has internal vehicular access ways, assigning names to these access ways can improve the addressing scheme.

By Resolution No. 14-1998 adopted on April 23, 1998, the City Council designated names for internal access ways in the Mesa Springs retirement community campus for addressing purposes. Mike Saxton, 9-1-1 Administrator, has requested that another of the access ways within the Mesa Springs campus be named to solve an addressing issue. The attached resolution designates the name and description for the internal access way as requested.

**FUNDING/FISCAL IMPACT**

There is no funding impact to the City by designating the name of this internal access way.

**STAFF RECOMMENDATION**

The staff recommends that the City Council adopt the attached resolution designating the name and description of internal access ways on private property.

**ATTACHMENTS**

Resolution  
Map

Prepared by: Name <u>James Condry</u> Title <u>Traffic &amp; Transp Admin</u>	Item No. <u>6.3</u>	Disposition by City Council <input type="checkbox"/> Approved    Ord/Res# _____ <input type="checkbox"/> Denied <input type="checkbox"/> Other _____ City Secretary
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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION DESIGNATING A NAME FOR AN ACCESS WAY ON PRIVATE PROPERTY FOR 911 AND OTHER ADDRESSING PURPOSES**

**WHEREAS**, delivery of emergency response services can be improved by assigning specific addresses for buildings based upon adjacent streets or access ways;

**WHEREAS**, designating a name for an existing access way in the Mesa Springs campus will solve an addressing problem;

**WHEREAS**, the name for the access way is consistent with the City's street name policies;

**WHEREAS**, the name for the access way is shown in Exhibit A; now therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:**

**PART 1:** The name of the access way in Exhibit A is hereby designated as the official names for 911 and other addressing purposes.

**ADOPTED** this 14<sup>th</sup> day of March, A.D., 2013

**ATTEST:**

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

\_\_\_\_\_  
Mayor

APPROVED:

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

RESOLUTION NO. \_\_\_\_\_

**EXHIBIT A**

NAME AND ASSOCIATED DESCRIPTION  
OF ACCESS WAY ON PRIVATE PROPERTY  
FOR ADDRESSING PURPOSES

NAME

DESCRIPTION

Mesa Springs Circle


Southeast from Mesa Springs Blvd 300 feet south of Forrest Hill Rd, then south, then northwest to Mesa Springs Blvd 600 feet south of Forrest Hill Rd at Mesa Bend



**LEGEND:**

CURRENT NAMED ACCESS WAYS

PROPOSED NAMED ACCESS WAY

 CITY OF ABILENE	
PUBLIC WORKS DEPARTMENT	
TRAFFIC AND TRANSPORTATION DIVISION	
PROPOSED NAMED ACCESS WAY	
FEBRUARY 21, 2013	PAGE 1 OF 1



City Council  
Agenda Memo  
**UPDATED**



City Council  
Meeting Date: 03/14/2013

TO: Larry D. Gilley, City Manager

FROM: Ronnie C. Kidd, Managing Director for Administration

A handwritten signature in purple ink, likely belonging to Ronnie C. Kidd.

SUBJECT: Resolution approving a Lease Purchase Agreement for the purpose of Procuring Computers for Public Safety Vehicles

**GENERAL INFORMATION**

Current computers in use in police patrol and fire vehicles are five years old, at the end of their life cycle, and are increasingly beginning to fail. The previous computer provider, L-3, is no longer in business and replacement computers and/or parts are unavailable. We are ready to implement the fourth and final phase of a project to replace vehicle computers with Panasonic "Tough Book" laptop computers that will be leased/purchased over a three year period. This fourth and final phase addresses replacing eleven (11) of those computers. The entire project will have encompassed replacing **one hundred fourteen (114)** computers that are deployed in public safety vehicles of police, fire, and city marshals. The new computers increase bandwidth and allow use of web based data sources for intelligence led policing, which is not currently available in patrol units. Additionally, these computers will provide access from the vehicle to the Police Department's records management system. In addition, sixteen (16) computers of the total twenty-seven (27) computers in this request are being deployed in Building Inspections and Water to utilize wireless capabilities in the field for permitting and billing efficiencies for customers and the City. The computers will be purchased from Toner Tiger, a local vendor that meets bidding requirements as a member of the State of Texas Department of Information Resources Cooperative Purchasing Program for state and local governments. The lease financing will be accomplished through DivLend Equipment Leasing.

**SPECIAL CONSIDERATIONS**

Public Safety personnel will be unable to perform critical operational functions of their job if these computers are not replaced, which in turn will significantly increase radio traffic and limit field access to information.

**FUNDING/FISCAL IMPACT**

Funding for this lease purchase agreement first year's payment of \$50,012.16 is included in the FY 2013 Technology Fund previously approved by Council in September 2012. Two additional payments of \$50,012.16 will be budgeted for and made in FY 2014 and FY 2015.

**STAFF RECOMMENDATION**

Staff recommends approval of this lease purchase agreement to acquire the laptops for public safety vehicles.

**ATTACHMENTS**

Resolution authorizing the City Manager or his designee to enter into the Governmental Lease-Purchase Agreement with DivLend Equipment Leasing, L.L.C.

Prepared by: Name: <u>Mark L. Hoover</u>  Title: Assistant Director for Administrative Services	Item No. <u>6.4</u>	Disposition by City Council <input type="checkbox"/> Approved    Ord/Res# _____ <input type="checkbox"/> Denied        _____  _____ City Secretary
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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY OF ABILENE TO ENTER INTO A LEASE PURCHASE AGREEMENT WITH DIVLEND EQUIPMENT LEASING, L.L.C. FOR THE PURPOSE OF PROCURING COMPUTERS; DESIGNATING THE AGREEMENT AS A QUALIFIED TAX EXEMPT OBLIGATION; AND DESIGNATING AUTHORIZED SIGNERS OF THE AGREEMENT**

**WHEREAS**, the City of Abilene (the “Lessee”) desires to enter into that certain Lease-Purchase Agreement dated as of 03/14/2013 by and between the Lessee and DivLend Equipment Leasing L.L.C. for the purpose of procuring personal property (computers); and

**WHEREAS**, as part of the Agreement the Lessee desires to designate this Agreement as a “qualified tax exempt obligation” of the Lessee for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended; and

**WHEREAS**, the Lessee desires to designate Ronnie Kidd, Managing Director for Administration and Danette Dunlap, City Secretary, as authorized signers of the Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS:**

- PART 1. The City of Abilene (the “Lessee”) enters into a Lease Purchase Agreement with DivLend Equipment Leasing, L.L.C. for the purpose of procuring computers.
- PART 2. That the Lease Purchase agreement dated as of 03/14/2013, by and between the Lessee and DivLend Equipment Leasing, L.L.C. is designated by the Lessee as a “qualified tax exempt obligation” for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.
- PART 3. That the Lessee designates Ronnie Kidd, Managing Director for Administration, and Danette Dunlap, City Secretary, as authorized signers of the Lease Purchase Agreement dated as of 03/14/2013, by and between the Lessee and DivLend Equipment Leasing, L.L.C.

ADOPTED this 14th day of March, 2013.

ATTEST:

\_\_\_\_\_  
Danette Dunlap, City Secretary

\_\_\_\_\_  
Norman Archibald, Mayor

APPROVED:

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

City Council  
Agenda Memo



City Council  
Meeting Date: 03/14/2013

TO: Larry D. Gilley, City Manager

FROM: Ronnie C. Kidd, Managing Director for Administration

A handwritten signature in purple ink, likely belonging to Ronnie C. Kidd.

SUBJECT: Resolution approving the Purchase of Software Upgrades for the Water Billing Office and Municipal Court

**GENERAL INFORMATION**

Tyler Technologies, provider of software for use in the Water Billing Office and Municipal Court, has upgraded their software from version 9 to version 10. It is a substantial re-write/upgrade to their system and the City of Abilene needs to incorporate the upgrades to maintain operational effectiveness. Water upgrades include Utility CIS System, Cashiering, and Mobile Interface. Municipal Court upgrades include Criminal Court Case Management and Collections Interface. Due to the substantial changes made, Tyler Technologies will also provide training.

**SPECIAL CONSIDERATIONS**

Municipal Court and Water Billing personnel will be unable to perform critical operational functions of their jobs if these software upgrades are not made.

**FUNDING/FISCAL IMPACT**

Funding for these upgrades in the amount of \$24,839 for Municipal Court and \$37,259 for Water will come from the current year Technology Fund Vendor Maintenance budget.

**STAFF RECOMMENDATION**

Staff recommends approval of these software upgrade purchases from Tyler Technologies for Municipal Court and Water Billing.

**ATTACHMENTS**

Quotes from Tyler Technologies.

Prepared by:  
Name: Mark L. Hoover

Title: Assistant Director for  
Administrative Services

Item No. 6.5

Disposition by City Council  
 Approved Ord/Res#  
 Denied \_\_\_\_\_

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



## Proposal - v.X Court Migration

Local Government Division

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*Presented to:*

**Melissa Strickland**

Court Administrator  
City of Abilene  
555 Walnut  
PO Box 60  
Abilene, TX 79604-0060  
(325) 676-6303  
[melissa.strickland@abilenetx.com](mailto:melissa.strickland@abilenetx.com)

*Proposal date:*

March 5, 2013

*Submitted by:*

Robin Reeves  
(800) 646-2633  
[robin.reeves@tylertech.com](mailto:robin.reeves@tylertech.com)

Tyler Technologies  
Local Government Division  
5519 53rd Street  
Lubbock, Texas 79414

**Investment Summary**

Melissa Strickland  
 City of Abilene  
 March 5, 2013



**Cost Breakdown**

Proposal Valid for 120 days

<u>Software</u>	<u>Cost</u>	<u>Annual Fees</u>
License Fees	-	
	-	
<hr/>		
<u>Tyler On-Demand</u>	<u>Cost</u>	
Tyler Online Training Center - <i>Current Subscriber</i>		
	-	
<hr/>		
<u>Professional Services</u>	<u>Cost</u>	
Professional Services	20,000	
	<b>20,000</b>	
<hr/>		

Estimated Travel Expenses 4,839

*Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.*

**Professional Services**

Melissa Strickland  
 City of Abilene  
 March 5, 2013



Application Professional Services Summary	Estimated Hours	Estimated Services
<b>Implementation Services</b>		
Court Case Management Suite	40	5,000
<b>INCODE Professional Services</b>		
INCODE v.X Migration Services	80	10,000
Advanced v.X Training	40	5,000
<b>Professional Services Total</b>	<b>160</b>	<b>20,000</b>

Implementation Services Breakdown	QTY	Estimated Hours	Estimated Services
<b>Incode Court Case Management Suite</b>			
Criminal Court Case Management	1		
Collection Agency Export Interface	1		
Collection Agency Export Interface - MVBA	1		
Cashiering	1		
Remote Analysis		40	5,000
<b>Court Case Management Suite Subtotal</b>		<b>40</b>	<b>5,000</b>
<b>Incode Content Management Suite</b>			
<b>Content Management</b>			
Laserfiche Court Suite Interface	1		
<b>Content Management Suite Subtotal</b>			
<b>Professional Services</b>			
<b>INCODE Migration Services</b>			
INCODE v.X Court Migration Services		80	10,000
<b>Professional Services</b>			
Advanced v.X Training		40	5,000
<b>Professional Services Subtotal</b>		<b>120</b>	<b>15,000</b>



## Proposal - v.X Utilities Migration

Local Government Division

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*Presented to:*

**Priscilla Rayford**

Division Administrator - Water Utilities

City of Abilene

555 Walnut

PO Box 60

Abilene, TX 79604-0060

(325) 676-6422

[priscilla.rayford@abilenetx.com](mailto:priscilla.rayford@abilenetx.com)

*Proposal date:*

March 5, 2013

*Submitted by:*

Robin Reeves

(800) 646-2633

[robin.reeves@tylertech.com](mailto:robin.reeves@tylertech.com)

Tyler Technologies

Local Government Division

5519 53rd Street

Lubbock, Texas 79414

## Investment Summary

Priscilla Rayford  
 City of Abilene  
 March 5, 2013



### Cost Breakdown

Proposal Valid for 120 days

Software	Cost	Annual Fees
License Fees	-	
	-	
<b>Tyler On-Demand</b>		
	Cost	
Tyler Online Training Center - <i>Current Subscriber</i>		
	-	
<b>Professional Services</b>		
	Cost	
Professional Services	30,000	
	<b>30,000</b>	

Estimated Travel Expenses 7,259

*Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.*



**Professional Services**

Priscilla Rayford  
 City of Abilene  
 March 5, 2013



Application Professional Services Summary	Estimated Hours	Estimated Services
<b>Implementation Services</b>		
Customer Relationship Management Suite	40	5,000
<b>INCODE Professional Services</b>		
INCODE v.X Migration Services	120	15,000
Advanced v.X Training	80	10,000
<b>Professional Services Total</b>	<b>240</b>	<b>30,000</b>

Implementation Services Breakdown	QTY	Estimated Hours	Estimated Services
<b>Incode Customer Relationship Management Suite</b>			
Utility CIS System	1		
Cashiering <i>(Support Credit/Debit Cards via ETS, PCI Compliant)</i>	1		
INCODE Mapping	1		
<b>Incode CRM Mobile Interface</b>			
CRM Mobile Server Software	1		
Service Order Mobile Interface (per seat)	1		
Remote Analysis		40	5,000
<b>Customer Relationship Management Suite Subtotal</b>		<b>40</b>	<b>5,000</b>
<b>Incode Content Management Suite</b>			
<b>Incode Printing and Reporting Solutions</b>			
Standard Forms Package	1		
<i>(4 Overlays for Financials, 4 Overlays for Court, 5 Overlays for CRM, 1 Logo)</i>			
Database ERD (Entity Resource Diagram)	1		
<b>Output Director</b>			
Output Director	1		
<i>(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)</i>			
<b>Content Management</b>			
Tyler Content Manager Standard Edition (TCM LE)	1		
<i>(Unlimited Full &amp; Retrieval Licenses, Multiple Scan Stations, Advanced OCR, Content Manager for Incode Applications)</i>			
<b>Content Management Suite Subtotal</b>			
<b>Professional Services</b>			
<b>INCODE Migration Services</b>			
INCODE v.X CIS Migration Services		80	10,000
INCODE v.X CRM Migration Services		40	5,000
<b>Professional Services</b>			
Advanced v.X Training		80	10,000
<b>Professional Services Subtotal</b>		<b>200</b>	<b>25,000</b>

**City Council  
Agenda Memo**



**City Council  
Meeting Date: March 14, 2013**

**TO: Larry D. Gilley, City Manager**  
**FROM: Don Green, Director of Aviation**  
**SUBJECT: Approval of an Oral Resolution Authorizing the City Manager to Execute a Temporary Airport Use Agreement with Big Country AirFest, Inc.**

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**GENERAL INFORMATION**

Big Country AirFest is scheduled to occur May 4, 2013 and the agreement covers the period May 3-5. However, due to the partnership with Dyess Air Force Base for AirFest to be part of Dyess' community appreciation day, agreements must be in place early for the Department of Defense to arrange for military aircraft displays. The Agreement gives Airfest the ability to conduct activities associated with aircraft displays, performances and public admittance for the event on the northwest general aviation ramp. These activities are coordinated with Airport Management, FAA, TSA and affected airport tenants. No airline service interruption is planned.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

The City does not receive revenue from this Agreement. Airport staff support is from personnel scheduled on duty that day.

**STAFF RECOMMENDATION**

Staff recommends City Council approve an Oral Resolution authorizing the City Manager to execute the Temporary Airport Use Agreement with Big Country AirFest, Inc.

**BOARD OR COMMISSION RECOMMENDATION**

The Airport Development Board approved its recommendation at its February 13<sup>th</sup> meeting.

Prepared by:  Name: Don Green  Title: Director of Aviation	Item No. <u>6.6</u>	Disposition by City Council <input type="checkbox"/> Approved      Ord/Res# <input type="checkbox"/> Denied      _____ <input type="checkbox"/> Other  _____ City Secretary
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City Council  
Agenda Memo



City Council  
Meeting Date: March 14, 2013

**TO:** Larry D. Gilley, City Manager  
**FROM:** James W. Childers, Director of Community Services Department  
**SUBJECT:** Laboratory Equipment Purchase

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**GENERAL INFORMATION:** Proposals were requested beginning January 27, 2013 for the purchase of one hematology analyzer, one clinical chemistry analyzer, and one laboratory information system for the Health Division. Notices were published on January 27 and February 3, and final proposal submissions were required by 4:00 pm on February 12. The items listed will replace existing equipment and software which have surpassed their expected useable life. Physician Sales & Services was the only vendor to submit a proposal. The equipment and software will be used to support the clinical laboratory needs of Health Division clinics, address requests for testing from outside organizations and physicians, and provide immediate testing for the employee health clinic.

**SPECIAL CONSIDERATIONS:** Proposals required vendors to submit specifications and prices for all three components, assure that the three components were compatible and had necessary interfaces, and verify that current patient data could be downloaded to the new system. The proposal also had requirements to include 5-year service warranties/maintenance for the three components, and training necessary for Health Division staff to become proficient at performing the specified testing protocols. Criteria provided for evaluating proposals and selecting the package most advantageous to the City of Abilene included the number of specimens processed per hour, training, price, warranty, installation, reagent purchases, user friendliness, ability to transfer records, reporting options, interfaces and delivery time.

**FUNDING/FISCAL IMPACT:** Purchase price for the equipment and software from the selected vendor is \$102,858. The City will receive \$4,000 worth of supplies and reagents at no additional cost. Funding for the initial purchase will be borne by the City Equipment Replacement Fund. The Health Division will submit requests for \$20,572 in its Laboratory Budget for each of the next 5 years to be transferred to the Equipment Replacement Fund, thereby replacing the funds used for the initial purchase. Monthly quality control costs will be included in the annual Laboratory Budget, but do not represent an increase over the current cost for the necessary quality control reagents.

**STAFF RECOMMENDATION:** The Health Division recommends approval of an oral resolution authorizing the purchase of one Abbott Laboratories Emerald Hematology Differential Analyzer with 5-year service coverage for \$21,510, one Alfa Wassermann ACE Axcel Clinical Chemistry System with 5-year service coverage for \$60,673, and one Alfa Wasserman Laboratory Information System with 5-year service and support for \$20,675 from Physician Sales & Services. Total price is \$102,858. Physician Sales & Services met the following selection criteria: current patient data can be transferred; there is no minimum reagent control cost; all equipment and software are compatible and appropriate interfaces are provided; adequate training is included; and delivery could be made within the time frame indicated in the proposal specifications.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS**

Bid Tabulation Sheet

<p>Prepared by:</p> <p>Name <u>James W. Childers</u></p> <p>Title <u>Director of Community Services Dept.</u></p>	<p>Item No. <u>6.7</u></p>	<p>Disposition by City Council</p> <p><input type="checkbox"/> Approved      Ord/Res# _____</p> <p><input type="checkbox"/> Denied      _____</p> <p><input type="checkbox"/> Other</p> <p>_____</p> <p>City Secretary</p>
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City Council  
Agenda Memo

**TO:** Larry D. Gilley, City Manager                      **City Council Meeting Date:** 03/14/2013  
**FROM:** Mindy Patterson, Director of Finance  
**SUBJECT:** Award of Bid – CO-OP, Sewer Truck

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**GENERAL INFORMATION**

Fleet Management seeks approval to purchase a Sewer Truck for the Sewage Collection Division of Water Utilities. This will replace a unit that is worn out and no longer cost-effective to maintain. The truck is utilized in the cleaning of sewer lines to prevent spillage and overflow.

The unit is to be purchased through the HGAC Cooperative.

**BID TABULATION**

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Houston Freightliner	2013 Freightliner 114SD HGAC contract # HT11-12	\$ 91,175.00
Vac-Con, Inc.	2013 Sewer body 311E/1300 HGAC contract # SC01-12	\$244,614.79

**FUNDING/FISCAL IMPACT**

Funds for this purchase are to be provided by the Fleet Replacement Fund.

**STAFF RECOMMENDATION**

It is recommended that the unit be purchased through HGAC in the amount of \$335,789.79.

<b>Prepared By:</b> Name <u>Cheri Carter</u> Title <u>Fleet Analyst</u>	Item No. <u>6.8</u>	<b>Disposition by City Council</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Other Ord/Res # _____ _____ <b>City Secretary</b>
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