



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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, (“CITY”) APPROVING AND ADOPTING RATE SCHEDULE “RRM – RATE REVIEW MECHANISM” FOR ATMOS ENERGY CORPORATION, MID-TEX DIVISION TO BE IN FORCE IN THE CITY FOR A PERIOD OF TIME AS SPECIFIED IN THE RATE SCHEDULE; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND ACSC LEGAL COUNSEL.**

**WHEREAS**, the City of Abilene, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “the Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

**WHEREAS**, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of cities, most of whom retain original jurisdiction over the rates and services of Atmos Mid-Tex; and

**WHEREAS**, in 2007 ACSC member cities and Atmos Mid-Tex collaboratively developed the Rate Review Mechanism (“RRM”) Tariff that allows for an expedited rate review process controlled by cities as a substitute for the legislatively-constructed Gas Reliability Infrastructure Program (“GRIP”); and

**WHEREAS**, the GRIP mechanism does not permit the City to review rate increases, and constitutes piecemeal ratemaking; and

**WHEREAS**, the RRM process permits City review of requested rate increases and provides for a holistic review of the true cost of service for Atmos Mid-Tex; and

**WHEREAS**, the initial RRM tariff expired in 2011; and

**WHEREAS**, ACSC’s representatives have worked with Atmos Mid-Tex to negotiate a renewal of the RRM process that avoids litigation and Railroad Commission filings; and

**WHEREAS**, the ACSC's Executive Committee and ACSC's legal counsel recommend ACSC members approve the negotiated new RRM tariff; and

**WHEREAS**, the attached Rate Schedule "RRM – Rate Review Mechanism" ("RRM Tariff") provides for a reasonable expedited rate review process that is a substitute for, and is superior to, the statutory GRIP process; and

**WHEREAS**, the expedited rate review process as provided by the RRM Tariff avoids piecemeal ratemaking; and

**WHEREAS**, the RRM tariff reflects the ratemaking standards and methodologies authorized by the Railroad Commission in the most recent Atmos Mid-Tex rate case, G.U.D. No. 10170; and

**WHEREAS**, the RRM Tariff provides for an annual reduction in Atmos Mid-Tex's requested rate increase of at least \$3 million; and

**WHEREAS**, the RRM Tariff provides for a lower customer charge than if Atmos Mid-Tex pursued GRIP filings; and

**WHEREAS**, the attached RRM Tariff as a whole is in the public interest;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Council finds that the RRM Tariff, which is attached hereto and incorporated herein as Attachment A, is reasonable and in the public interest, and is hereby in force and effect in the City.

Section 3. That to the extent any resolution or ordinance previously adopted by the City Council is inconsistent with this Ordinance, it is hereby repealed.

Section 4. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 5. That if any one or more sections or clauses of this Ordinance is judged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 6. That this Ordinance shall become effective from and after its passage.

Section 7. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Christopher Felan, Vice President of Rates and Regulatory Affairs for Atmos Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1600, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**PASSED on FIRST READING** this 13th day of June, 2013.

A notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News on June 9, 2013, a daily newspaper of general circulation in the City of Abilene, the same being more than ten (10) days prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

**PASSED on SECOND AND FINAL READING** after **PUBLIC HEARING** this 24th day of June, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

<b>RATE SCHEDULE:</b>	<b>RRM – Rate Review Mechanism</b>	
<b>APPLICABLE TO:</b>	<b>ALL AREAS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS CUSTOMERS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after October 15, 2013</b>	<b>PAGE 1 OF 5</b>

## I. Applicability

Applicable to Residential, Commercial, Industrial, and Transportation tariff customers in the Mid-Tex Division of Atmos Energy Corporation ("Company") except such customers within the City of Dallas. This Rate Review Mechanism ("RRM") provides for an annual adjustment to the Company's Rate Schedules R, C, I and T ("Applicable Rate Schedules"). Rate calculations and adjustments required by this tariff shall be determined on a System-Wide cost basis.

## II. Definitions

"Test Period" is defined as the twelve months ending December 31 of each preceding calendar year.

The "Effective Date" is the date that adjustments required by this tariff are applied to customer bills. The annual Effective Date is June 1. The 2013 filing Effective Date is October 15, 2013.

Unless otherwise noted in this tariff, the term "Final Order" refers the final order issued by the Railroad Commission of Texas in GUD 10170.

The term "System-Wide" means all incorporated and unincorporated areas served by the Company.

"Review Period" is defined as the period from the Filing Date until the Effective Date.

The "Filing Date" is as early as practicable but no later than March 1 of each year with the exception of 2013, which shall have a Filing Date of July 15, 2013. The last annual Effective Date is June 1, 2017.

## III. Calculation

The RRM shall calculate an annual, System-Wide cost of service ("COS") that will be used to adjust applicable rate schedules prospectively as of the Effective Date. The annual cost of service will be calculated according to the following formula:

$$\text{COS} = \text{OM} + \text{DEP} + \text{RI} + \text{TAX} + \text{CD} - \text{ADJ}$$

Where:

OM = all reasonable and necessary operation and maintenance expenses from the Test Period adjusted for known and measurable items and prepared consistent with the rate making treatments approved in the Final Order. Known and measurable

<b>RATE SCHEDULE:</b>	<b>RRM – Rate Review Mechanism</b>	
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<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after October 15, 2013</b>	<b>PAGE 2 OF 5</b>

adjustments shall be limited to those changes that have occurred prior to the Filing Date. OM may be adjusted for atypical and non-recurring items. Shared Services allocation factors shall be recalculated each year based on the latest component factors used during the Test Period, but the methodology used will be that approved in the Final Order.

DEP = depreciation expense calculated at depreciation rates approved by the Final Order.

RI = return on investment calculated as the Company's pretax return multiplied by rate base at Test Period end. Rate base is prepared consistent with the rate making treatments approved in the Final Order, except that no post Test Period adjustments will be permitted. Pretax return is the Company's weighted average cost of capital before income taxes. The Company's weighted average cost of capital is calculated using the methodology from the Final Order including the Company's actual capital structure and long term cost of debt as of the Test Period end (adjusted for any known and measurable changes) and the return on equity from the Final Order. However, in no event will the percentage of equity exceed 55%. Regulatory adjustments due to prior regulatory rate base adjustment disallowances will be maintained. Cash working capital will be calculated using the lead/lag days approved in the Final Order. With respect to pension and other postemployment benefits, the Company will record a regulatory asset or liability for these costs until the amounts are included in the next annual rate adjustment implemented under this tariff. Each year, the Company's filing under this Rider RRM will clearly state the level of pension and other postemployment benefits recovered in rates.

TAX = income tax and taxes other than income tax from the Test Period adjusted for known and measurable changes occurring after the Test Period and before the Filing Date, and prepared consistent with the rate making treatments approved in the Final Order.

CD = interest on customer deposits.

ADJ = Downward adjustment to the overall, System-Wide test year cost of service in the amount of \$3,000,000.00, adjusted by a percentage equal to the total percentage increase in base-rate revenue sought pursuant to this tariff.

#### IV. Annual Rate Adjustment

The Company shall provide schedules and work papers supporting the Filing's revenue deficiency/sufficiency calculations using the methodology accepted in the Final Order. The result shall be reflected in the proposed new rates to be established for the effective period. The Revenue Requirement will be apportioned to customer classes in the same manner that

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<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after October 15, 2013</b>	<b>PAGE 3 OF 5</b>

Company’s Revenue Requirement was apportioned in the Final Order. For the Residential Class, 40% of the increase may be recovered in the customer charge. The increase to the Residential customer charge shall not exceed \$0.50 per month in any given year. The remainder of the Residential Class increase not collected in the customer charge will be recovered in the usage charge. The Company will forgo any change in the Residential customer charge with the first proposed rate adjustment pursuant to this tariff. For all other classes, the change in rates will be apportioned between the customer charge and the usage charge, consistent with the Final Order. Test Period billing determinants shall be adjusted and normalized according to the methodology utilized in the Final Order.

**V. Filing**

The Company shall file schedules annually with the regulatory authority having original jurisdiction over the Company's rates on or before the Filing Date that support the proposed rate adjustments. The schedules shall be in the same general format as the cost of service model and relied-upon files upon which the Final Order was based. A proof of rates and a copy of current and proposed tariffs shall also be included with the filing. The filing shall be made in electronic form where practical. The Company’s filing shall conform to Minimum Filing Requirements (to be agreed upon by the parties), which will contain a minimum amount of information that will assist the regulatory authority in its review and analysis of the filing. The Company and regulatory authority will endeavor to hold a technical conference regarding the filing within ten (10) calendar days after the Filing Date.

The 2013 Filing Date will be July 15, 2013.

A sworn statement shall be filed by an Officer of the Company affirming that the filed schedules are in compliance with the provisions of this Rate Review Mechanism and are true and correct to the best of his/her knowledge, information, and belief. No testimony shall be filed, but a brief narrative explanation shall be provided of any changes to corporate structure, accounting methodologies, allocation of common costs, or atypical or non- recurring items included in the filing.

**VI. Evaluation Procedures**

The regulatory authority having original jurisdiction over the Company's rates shall review and render a decision on the Company's proposed rate adjustment prior to the Effective Date. The Company shall provide all supplemental information requested to ensure an opportunity for adequate review by the relevant regulatory authority. The Company shall not unilaterally impose any limits upon the provision of supplemental information and such information shall be provided within seven (7) working days of the original request. The regulatory authority may propose any adjustments it determines to be required to bring the proposed rate adjustment into compliance with the provisions of this tariff.

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The regulatory authority may disallow any net plant investment that is not shown to be prudently incurred. Approval by the regulatory authority of net plant investment pursuant to the provisions of this tariff shall constitute a finding that such net plant investment was prudently incurred. Such finding of prudence shall not be subject to further review in a subsequent RRM or Statement of Intent filing.

During the Review Period, the Company and the regulatory authority will work collaboratively and seek agreement on the level of rate adjustments. If, at the end of the Review Period, the Company and the regulatory authority have not reached agreement, the regulatory authority shall take action to modify or deny the proposed rate adjustments. The Company shall have the right to appeal the regulatory authority's action to the Railroad Commission of Texas. Upon the filing of an appeal of the regulatory authority's order relating to an annual RRM filing with the Railroad Commission of Texas, the regulatory authority having original jurisdiction over the Company's rates shall not oppose the implementation of the Company's proposed rates subject to refund, nor will the regulatory authority advocate for the imposition of a third party surety bond by the Company. Any refund shall be limited to and determined based on the resolution of the disputed adjustment(s) in a final, non-appealable order issued in the appeal filed by the Company at the Railroad Commission of Texas.

In the event that the regulatory authority and Company agree to a rate adjustment(s) that is different from the adjustment(s) requested in the Company's filing, the Company shall file compliance tariffs consistent with the agreement. No action on the part of the regulatory authority shall be required to allow the rate adjustment(s) to become effective on June 1. To the extent that the regulatory authority does not take action on the Company's RRM filing by May 31, the rates proposed in the Company's filing shall be deemed approved effective June 1. (2013 filing RRM rate will be effective October 15, 2013 if no action is taken). Notwithstanding the preceding sentence, a regulatory authority may choose to take affirmative action to approve a rate adjustment under this tariff. In those instances where such approval cannot reasonably occur by May 31, the rates finally approved by the regulatory authority shall be deemed effective as of June 1.

To defray the cost, if any, of regulatory authorities conducting a review of the Company's annual RRM filing, the Company shall reimburse the regulatory authorities on a monthly basis for their reasonable expenses incurred upon submission of invoices for such review. Any reimbursement contemplated hereunder shall be deemed a reasonable and necessary operating expense of the Company in the year in which the reimbursement is made. A regulatory authority seeking reimbursement under this provision shall submit its request for reimbursement to the Company no later than August 1 of the year in which the RRM filing is made and the Company shall reimburse regulatory authorities in accordance with this provision on or before August 30 of the year the RRM filing is made.



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To the extent possible, the provisions of the Final Order shall be applied by the regulatory authority in determining whether to approve or disapprove of Company's proposed rate adjustment.

This Rider RRM does not limit the legal rights and duties of a regulatory authority. Nothing herein shall abrogate the jurisdiction of the regulatory authority to initiate a rate proceeding at any time to review whether rates charged are just and reasonable. Similarly, the Company retains its right to utilize the provisions of Texas Utilities Code, Chapter 104, Subchapter C to request a change in rates. The provisions of this Rider RRM are implemented in harmony with the Gas Utility Regulatory Act (Texas Utilities Code, Chapters 101-105).

The annual rate adjustment process set forth in this tariff shall remain in effect during the pendency of any Statement of Intent rate filing.

**VII. Reconsideration, Appeal and Unresolved Items**

Orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007).

**VIII. Notice**

Notice of each annual RRM filing shall be provided by including the notice, in conspicuous form, in the bill of each directly affected customer no later than forty-five (45) days after the Company makes its annual filing pursuant to this tariff. The notice to customers shall include the following information:

- a) a description of the proposed revision of rates and schedules;
- b) the effect the proposed revision of rates is expected to have on the rates applicable to each customer class and on an average bill for each affected customer;
- c) the service area or areas in which the proposed rates would apply;
- d) the date the annual RRM filing was made with the regulatory authority; and
- e) the Company's address, telephone number and website where information concerning the proposed rate adjustment be obtained.

**City Council  
Agenda Memo**



**City Council  
Meeting Date: June 13, 2013**

**TO: Larry D. Gilley, City Manager**  
**FROM: Ronnie Kidd, Managing Director for Administration**  
**SUBJECT: First Reading of Ordinance Deleting Chapter 18, "Motor Vehicles and Traffic," Article X, "Stopping, Standing, Parking," Division 6, "Parking Lots," Section 18-259, "Same-Parking lot adjacent to city hall" of the City of Abilene Code of Ordinances.**

**GENERAL INFORMATION**

Chapter 18, Article X, Division 6, Section 18-259 of the City of Abilene Code of Ordinances delineates the use for enumerated parking spaces in the parking lot east of and adjacent to the city hall between North 5th Street and North 6th street. The delineated list is out of date and difficult to enforce and as a result has not been actively enforced.

The City of Abilene is currently renovating the parking lots at city hall. As part of the renovation, the designation of parking spaces will be revised and updated. Since the enumeration and designation of parking spaces through ordinance is no longer necessary to manage parking around city hall and the designation of parking spaces at city hall can be accomplished much more effectively through designation by city administration, Section 18-259 is no longer a necessary part of the Code of Ordinances and should be deleted.

**FUNDING/FISCAL IMPACT**

There is no anticipated fiscal impact.

**STAFF RECOMMENDATION**

Staff recommends approval.

**ATTACHMENTS**

Ordinance

Prepared by:  Name: Ronnie Kidd  Title: Managing Director for Administration	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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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE DELETING CHAPTER 18, "MOTER VEHICLES AND TRAFFIC," ARTICLE X, "STOPPING, STANDING, PARKING," DIVISION 6, "PARKING LOTS," SECTION 18-259, "SAME-PARKING LOT ADJACENT TO CITY HALL" AS SET OUT BELOW; AND CALLING A PUBLIC HEARING.**

**WHEREAS**, Chapter 18, Article X, Division 6, Section 18-259 delineates the use for enumerated parking spaces in the parking lot east of and adjacent to the city hall between North 5<sup>th</sup> Street and North 6<sup>th</sup> street; and

**WHEREAS**, the delineated list is out of date and difficult to enforce; and

**WHEREAS**, the enumeration and designation of parking spaces through ordinance is no longer necessary to manage parking around city hall; and

**WHEREAS**, the designation of parking spaces at city hall can be accomplished much more effectively through designation by city administration.

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

That Chapter 18, "Motor Vehicles and Traffic," Article X, "Stopping, Standing, Parking," Division 6, "Parking Lots," Section 18-259, "Same-Parking lot adjacent to city hall" of the Abilene City Code be deleted and such section reserved for future use.

**PASSED ON FIRST READING this 13<sup>th</sup> day of June, 2013.**

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 \_\_day of June, 2013, 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 24th day of June, 2013, to permit the public to be heard.

**PASSED ON SECOND AND FINAL READING this 24th day of June 2013.**

ATTEST:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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



City Council  
Agenda Memo

TO: Larry D. Gilley, City Manager

City Council  
Meeting Date: 06/13/13

FROM: Ken Dozier, Fire Chief *KD*

SUBJECT: Fireworks Display

**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 2070 Zoo Lane & Transformer Trail on July 3, 2013. An alternate rain date is set for July 5, 2013.

**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

Prepared By:

Name Ken Dozier  
Title Fire Chief

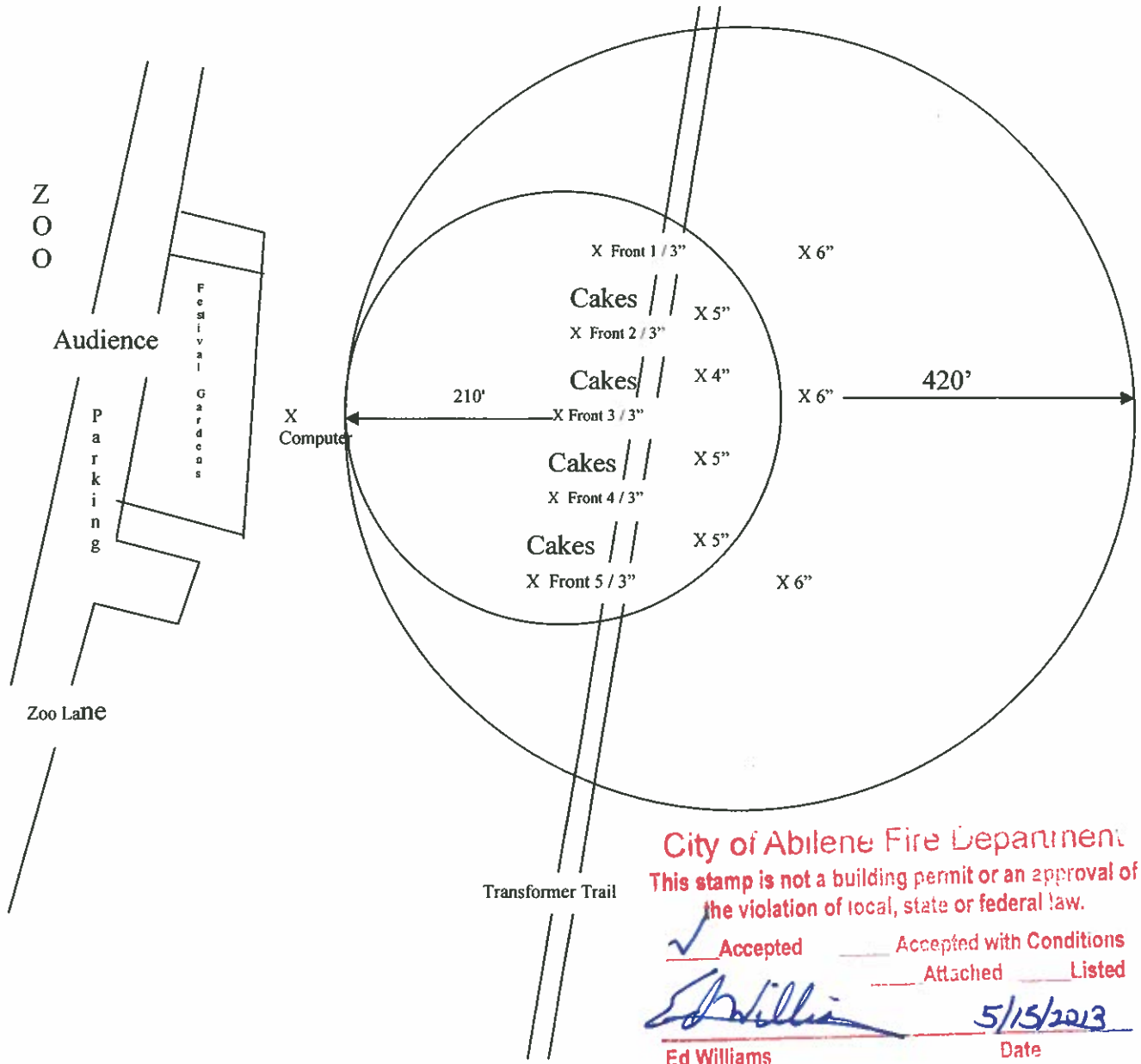
Item No. 6.3

Disposition by City Council

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

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

City of Abilene  
 2070 Zoo Lane/Transformer Lane  
 Abilene Texas, 7960



**City of Abilene Fire Department**  
 This stamp is not a building permit or an approval of  
 the violation of local, state or federal law.

Accepted       Accepted with Conditions  
 Attached       Listed

*Ed Williams*  
 Ed Williams      5/15/2013  
 Date

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



City Council  
Agenda Memo



City Council  
Meeting Date: Jun 13, 2013

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

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

**SUBJECT:** Oral Resolution Authorizing Execution of Amendment No. 2 to the Professional Engineering Services Agreement with Freese and Nichols, Inc. for Dam Upgrade Program for Fort Phantom Hill Dam and Lake Abilene Dam.

**GENERAL INFORMATION**

On June 12<sup>th</sup>, 2008 the Abilene City Council authorized a professional services contract with Freese and Nichols, Inc. (FNI) for the Dam Upgrade Program for Fort Phantom Hill Dam, Lake Abilene Dam, and Kirby Lake Dam. FNI performed inspections, analysis and evaluations and then provided deliverables such as O&M manuals, Emergency Action Plans and evaluation reports of recommended improvements. The recommended improvements are supported by the Texas Commission on Environmental Quality (TCEQ). As described in the original contract, Amendment No. 2 provides for second phase engineering services for the preparation of plans, specifications and contract documents for the recommended improvements and construction phase services. Second phase engineering services related to Kirby Lake Dam will be accomplished under a contract amendment separate from that of Lake Abilene (LA) and Fort Phantom Hill (FPH) Dams.

FNI proposes to conduct the Fort Phantom Hill Dam Settlement Evaluation in response to pavement settlement and cracking and guardrail misalignment occurring on State Highway FM 1082 along the dam crest. TCEQ has noted this issue in dam safety reports.

FNI also proposes to prepare plans, specifications, and contract documents to address recommendations as described in the FNI dam evaluation reports for LA and FPH dams. The designs will address slope erosion, drainage, dam, spillway and outlet structure maintenance, and other items. Included are bid phase services in coordination with City staff and Construction Phase Services such as Engineer supervision of construction (not Resident Project Representation), project management, and contract administration. Staff recommends proceeding with Amendment No. 2. The total fee for Basic Services and owner authorized Special Services will be computed on the basis of the Schedule of Charges and shall not exceed a total value of \$711,000.00.

**FUNDING/FISCAL IMPACT**

The proposed Amendment No. 1 to the professional engineering services agreement will be funded utilizing FY 2013 Operating Budget 5008010-62045-Professional Services.

**STAFF RECOMMENDATION**

Staff recommends approval.

Prepared by:

Name Rodney Taylor

Title Asst. Water Director

Item No. 6 . 4

Disposition by City Council

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

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

**City Council  
Agenda Memo**



**City Council  
Meeting Date: Jun 13, 2013**

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

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

**SUBJECT: Oral Resolution Authorizing the Purchase from Pall Corporation of Replacement Microfiltration Membrane Equipment for the Hargesheimer Water Treatment Plant.**

**GENERAL INFORMATION**

The City of Abilene Water Department is requesting that by oral resolution the City Council authorize the purchase of Replacement Microfiltration Membrane Equipment for the Hargesheimer Water Treatment Plant from the Pall Corporation (Pall) in an amount not to exceed \$2,250,000.00. Pall is the sole source vendor for this purchase.

The Hargesheimer Water Treatment Plant (HWTP) was commissioned in September 2003. A key part of the treatment process is the Pall microfiltration (MF) units. The MF system consists of many individual filtering modules. Over an extended period of use the MF modules foul (the pores become clogged). The existing modules are fouled and in need of replacement. The MF process is followed by Reverse Osmosis (RO) treatment for salt reduction. The replacement of RO cartridges will occur using a separate procurement process.

The Texas Commission on Environmental Quality (TCEQ) requires extensive pilot testing and performance verification in order to approve a specific brand and model of membrane technology for treating a designated source water. Abilene performed pilot testing on several membranes prior to design of the HWTP. The TCEQ did approve Abilene to use the Pall MF membrane for treating water from the O.H. Ivie Reservoir. For Abilene to change from the approved Pall MF membranes would require Abilene to repeat the lengthy pilot testing and TCEQ approval process. Also, changing from Pall MF membranes would likely result in extensive and costly plant redesign and alteration. It is neither time wise nor cost effective to change the type of MF modules. Enprotec/Hibbs & Todd was hired to assist staff in the evaluation and procurement process. Staff and Engineer recommend purchasing exact replacement MF modules from Pall in an amount not to exceed \$2,250,000.

**FUNDING/FISCAL IMPACT**

The Southside MF/RO Membrane Replacement Project is listed as a 2014 Project in the 2013-2017 CIP budgets, but is being accelerated as part of the Department's Drought Response Project. This purchase is intended to be funded through the issuance of Certificates of Obligation, so there is also a Reimbursement Resolution associated with this purchase.

**STAFF RECOMMENDATION**

Staff recommends that the City Council authorize the purchase as describe above.

**ATTACHMENTS**

Engineer's letter of recommendation

Prepared by:  Name <u>Rodney Taylor</u>  Title <u>Asst. Water Director</u>	Item No. <u>6.5</u>	Disposition by City Council <input type="checkbox"/> Approved    Ord/Res# <input type="checkbox"/> Denied       _____ <input type="checkbox"/> Other  _____ City Secretary
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May 8, 2013

City of Abilene, Texas  
P. O. Box 60  
Abilene, TX 79604  
Attn: Mr. Rodney Taylor

**Re: Letter of Recommendation  
Microfiltration Module Replacement at the Hargesheimer Water Treatment Plant  
eHT Project No. 4568A6T9**

Dear Mr. Taylor:

We have reviewed the module replacement proposal from Pall Corporation for the proposed improvements to the Hargesheimer Water Treatment Plant totaling \$2,144,112.36. The module replacement quote includes the proprietary microfiltration membrane modules, required ancillary parts and pieces, field service technician time, and proprietary engineering support and controls.

We recommend proceeding with the work described above.

Please do not hesitate to contact me if you have any questions.

Sincerely,

**Enprotec / Hibbs & Todd, Inc.**

Jordan Hibbs

c: Project File 4568A6T9

P:\Projects\Abilene, City of\5606 - Miscellaneous Small Projects\Gates to the MF\_HQ Replacement

*Environmental, Civil & Geotechnical Engineers*

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Abilene, Texas 79604  
325.898.5560 | 325.691.0058 fax

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**Granbury Office**  
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PG Firm Registration No. 50103  
PE Firm Registration No. 1151

**City Council  
Agenda Memo**



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

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

**SUBJECT: Resolution Expressing Official Intent to Reimburse Costs of Project for the Water Utility Department**

**City Council  
Meeting Date: Jun 13, 2013**

**GENERAL INFORMATION**

The Water Utility Department is encountering unforeseen expenses due to the ongoing severe drought conditions in the region. The City expects to pay expenditures in connection with the purchase from Pall Corporation of Replacement Microfiltration Membrane Equipment for the Hargesheimer Water Treatment Plant (Project). The Project will ultimately be funded with the issuance of obligations.

So that we can proceed with the Project prior to the sale of obligations, the attached Resolution needs to be approved by the City Council. The Resolution allows us to enter into contracts prior to the delivery of the obligation funds.

**FUNDING/FISCAL IMPACT**

The obligations to support any costs associated with the Project is expected to be sold in the near future. Any expenditure on the Project will be paid by the Water Utility Fund and then may be reimbursed upon delivery of the obligation money.

**STAFF RECOMMENDATION**

Staff recommends approval of the Resolution.

**ATTACHMENTS**

Resolution

Prepared by:  Name__Rodney Taylor_____  Title__Asst. Director of Water_____	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
---	---------------------	---

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

**RESOLUTION EXPRESSING OFFICIAL INTENT  
TO REIMBURSE COSTS OF PROJECTS**

WHEREAS, the City of Abilene, Texas (the "Issuer") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the Issuer expects to pay expenditures in connection with the purchase of replacement microfiltration (MF) modules and related appurtenances of the project described on Exhibit "A" hereto ("the Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the Issuer finds, considers, and declares that the reimbursement of the Issuer for the payment of such expenditure will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Projects.

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

Section 1. The Issuer reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$2,250,000.00 for the purpose of paying the costs of the Project.

Section 2. All cost to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED, APPROVED and EFFECTIVE this 13th day of June, 2013

ATTEST:

\_\_\_\_\_  
City Secretary, City of Abilene, Texas

\_\_\_\_\_  
Mayor, City of Abilene, Texas

APPROVED:

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

Exhibit "A"

Purchase of replacement microfiltration membrane modules and related appurtenances for the Hargesheimer Water Treatment Plant.

City Council  
Agenda Memo



City Council  
Meeting Date: 06/13/13

**TO:** Larry D. Gilley, City Manager  
**FROM:** Megan R. Santee, Director of Public Works  
**SUBJECT:** Street Use License Agreement with Center for Contemporary Arts for monthly "Artwalk" events

**GENERAL INFORMATION**

The Center for Contemporary Arts has submitted a Street Use License (SUL) application to close a portion of Cypress Street on the second Thursday of each month for their regular monthly "Artwalk" and themed "Artwalk" events. 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 5<sup>th</sup> Street from 4:00 p.m. until 8:30 p.m., beginning on Thursday, June 13, 2013 and thereafter on the second Thursday of each month through April 10, 2014. The intersections at Cypress Street and North 3<sup>rd</sup> Street and Cypress Street and North 4<sup>th</sup> Street will remain open during each event to provide for the safe dispersal of downtown traffic. The applicant has obtained the approval of all affected property owners and/or business tenants within the closure area for the requested monthly closures. The applicant's SUL application and supporting documentation is on file with the City Secretary.

**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 their regular monthly "Artwalk" events from 6/13/13 through 4/10/14.

**ATTACHMENTS**

Street Use License Agreement, Short Term

Prepared by:

Name: Travis McClure

Title: Land Agent

Item No. 6.7

Disposition by City Council

Approved Ord/Res#

Denied \_\_\_\_\_

Other \_\_\_\_\_

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

THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT  
SHORT TERM

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this \_\_\_\_ day of \_\_\_\_\_, A.D., 2013, 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 2<sup>nd</sup> Street to the south right-of-way line of North 5<sup>th</sup> Street. (The intersections of Cypress Street & North 3<sup>rd</sup> Street and Cypress Street & North 4<sup>th</sup> Street will not be closed).*

for and in consideration of NINE HUNDRED AND NO/100 (\$900.00) DOLLARS, commencing the date of execution unless otherwise specified, and upon the conditions and covenants set forth in this License and in Exhibit A, incorporated by reference for all purposes herein.

I. Purpose:

The purpose of this License is to permit Licensee to:

*Hold regular monthly "Artwalk" and themed "Artwalk" events on the second Thursday of each month.*

II. Term of Agreement/Termination:

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

From 4:00 p.m. to 8:30 p.m. on each of the following dates:  
6/13/13, 7/11/13, 8/8/13, 9/12/13, 10/10/13, 11/14/13, 12/12/13,  
1/9/14, 2/13/14, 3/13/14, & 4/10/14

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

NAME OF LICENSEE:

CENTER For CONTEMPORARY ARTS  
By: Burgess "Bird" Thomas  
Signature

Burgess "Bird" Thomas - ArtWalk  
Printed Name and Title Meigter

APPROVED:

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

Business Address: 220 Cypress Street  
Abilene, Texas 79601

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

**CONDITIONS AND COVENANTS**

**EXHIBIT A**

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

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

From 4:00 p.m. to 8:30 p.m. on each of the following dates:

6/13/13, 7/11/13, 8/8/13, 9/12/13, 10/10/13, 11/14/13, 12/12/13,  
1/9/14, 2/13/14, 3/13/14, & 4/10/14

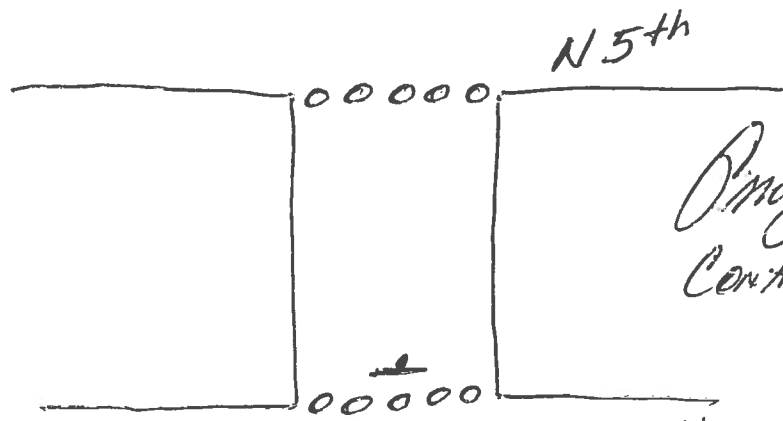
2. **The Licensee shall submit a Temporary Traffic Control (TTC) Plan in compliance with the Texas Manual on Uniform Traffic Control Devices to the Traffic & Transportation Administrator (676-6279) for review NO LATER THAN MONDAY, JUNE 3, 2013. The TTC Plan shall include the name and signature of the person who prepared the plan and the date it was prepared. Any proposed revisions to the TTC Plan related to a specific event must be submitted at least 10 days before the event and shall meet all of the requirements of the initial TTC Plan. 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 Temporary Traffic Control Plan.**
4. The Licensee shall contact all property owners and/or business tenants of properties within the closure area on Cypress Street that would normally be open any time during the permitted closure periods to advise them of the proposed street closure(s) and to work out arrangements to accommodate their access needs. The Licensee shall submit a list to the City Land Agent of all property owners and/or business tenants of properties within the closure area with an authorized signature of a person for each property/business, signifying their approval or disapproval of the street closure(s). It is the Licensee's responsibility to notify other downtown businesses located outside of the permitted street closure area of the closure(s), at Licensee's discretion. If property owners and/or business tenants of properties within the permitted closure area change during the term of this license, it is the Licensee's responsibility to notify them of the street closure(s) 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, June 3, 2013. During the event, an event contact person shall be on-site at all times.

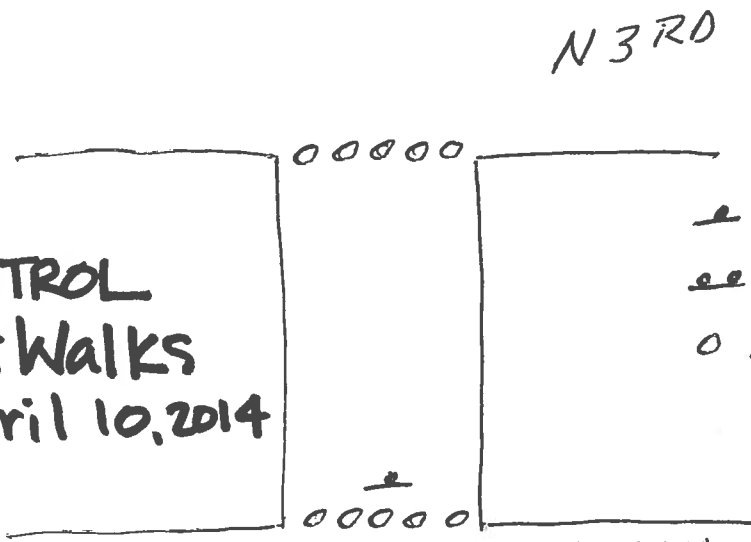
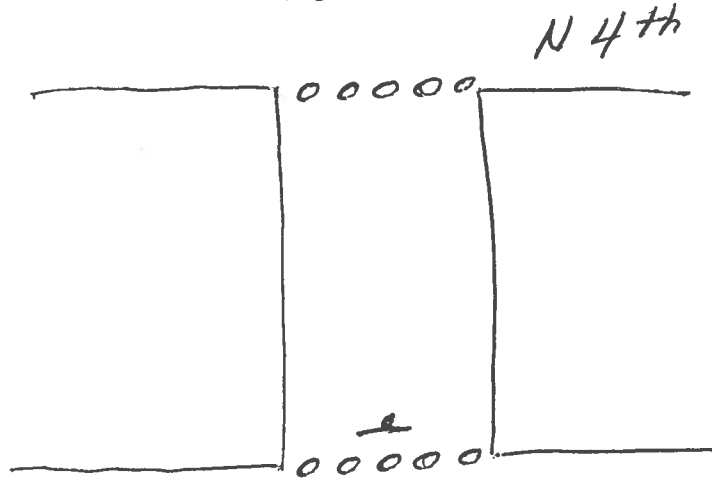
6. FOR EACH INDIVIDUAL EVENT: The Licensee shall contact the City Fire Marshal regarding a Fire Code outdoor carnival/fair permit, and obtain one if necessary. The Licensee shall contact the Traffic Control Division of the Abilene Police Department about a parade permit, and obtain one if a parade is planned for the event. The Licensee shall insure that all food and beverage vendors associated with the event obtain a temporary food vendors permit from the City of Abilene Environmental Health office.
7. The Licensee shall insure that the events are conducted in conformance with all applicable laws and regulations, including City noise regulations and Texas Alcoholic Beverage Commission rules and regulations.
8. For each event, the Licensee shall prominently post notice at each entry into the controlled area that smoking is not permitted at the event(s) and shall comply with the requirements of the City smoking ordinance.
9. For each event, 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. For each event, 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. For each event, 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. For each event, 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. During each event, 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. For/during each event, 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. For each event, 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.






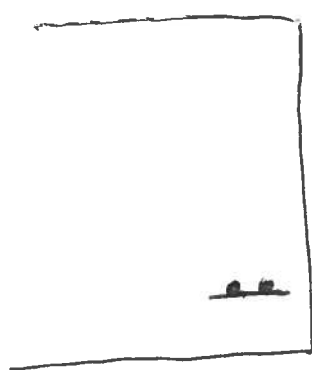
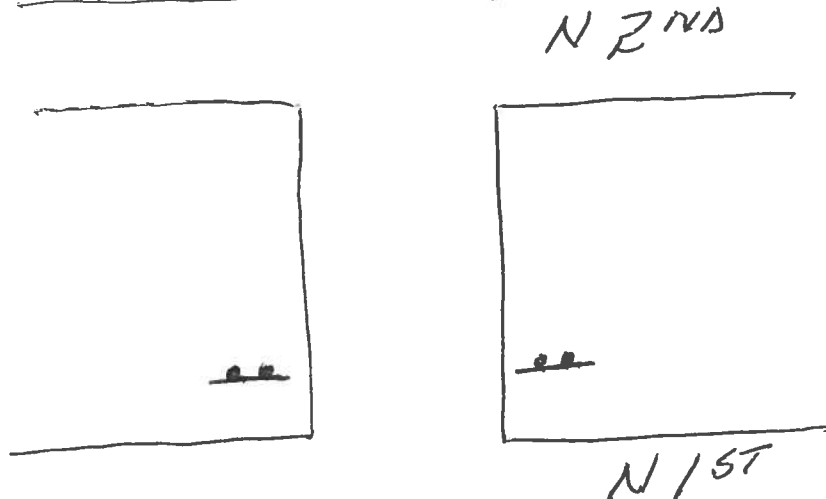


*Pindy Carter*  
 Contractors Service Co.  
 5/30/13



**TRAFFIC CONTROL  
 PLAN for Art Walks  
 June 13 - April 10, 2014  
 2013**

-  Road Closed
-  Road Closed Ahead
-  42" CONES



# Street Closure for ArtWalks 2013-2014

For the safety of citizens of Abilene who attend ArtWalks, Cypress Street from North 2nd to North 5<sup>th</sup> may be closed from 4-8:30pm every second Thursday of the month.

Business Name	Phone #	Signature
United Way	677-1841	Cheryl Harris
Busch Jewelers	671-9114	[Signature]
McKay's Bakery	672 9137	Kelly Riley
O'Kelly	673 6422	[Signature]
Wooten	676-9668	Kim Dode
Paramount	676 9620	Betty Hukill
PROSPERITY American State Bank	794-1024	CGast
In-Focus Digital	672-0715	[Signature]
Rep. Susan King	670-6384	Sharon Anderson
BELL Billing Team Financial Strategies	676-0557	Tamara Bell
Radiology Associates	677-2201	Mark Fugate
AT&T	675-3643	Bernard
Wells Fargo	673-8011	Kim Vestal
BBVA Compass Bank	676-3800	[Signature]
Bogie's	672-3296	Philly Post
First Financial Bank WEST	621-7171	Rosely Post 627-7171
Monk's	437-2984	[Signature]
211		Susie Robison
Action Professional Outsourcing		[Signature]
Steve Hall		Steve Hall 675-5355





City Council  
Agenda Memo

**TO:** Larry D. Gilley, City Manager  
**FROM:** Mindy Patterson, Director of Finance  
**SUBJECT:** Financing by the Ames Higher Education Facilities Corporation for Abilene Christian University

**City Council**  
**Meeting Date: 06/13/13**

**GENERAL INFORMATION** - Abilene Christian University (ACU) has requested financing by the Ames Higher Education Facilities Corporation, which is a higher education finance corporation. ACU is issuing approximately \$15 million in tax exempt obligations for the purpose of refinancing the Stamford Higher Education Facilities Corporation Revenue Improvement and Refunding Bonds (ACU Project) Series 1998, which financed and refinanced educational and housing facilities, including the Teague Special Events Center and the renovation of dormitories and academic buildings, and the purchase of technology equipment; and financing the cost of capital improvements to campus facilities including, but not limited to, renovation of a loop chiller system and upgrades to HVAC and ventilation systems; all located at 1600 Campus Court, Abilene, Texas. Financing has been arranged by the Compass Bank. The Compass Bank’s offer is conditioned upon the financing being “Bank Qualified” which means that the issuer and the City on whose behalf it was created may not issue more than \$10 million in tax-exempt securities in any year. For this reason, ACU has opted to have the Ames Higher Education Facilities Corporation issue the obligation instead of the Abilene Higher Education Facilities Corporation (AHEFC) since it is unknown at this time if the City will issue certificates of obligation.

The Internal Revenue Code of 1986, Section 147(f), contains a provision that requires 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** - ACU will hold a public hearing on June 10, 2013, to discuss the financing. The hearing officer for ACU, Ms. Stacey McGee, will provide a copy of the certificate of public hearing.

**FUNDING/FISCAL IMPACT** - The City will have no liabilities for the payment of the obligations nor shall any of its assets be pledged to the payment of the obligations.

**STAFF RECOMMENDATION** - Staff recommends that the City Council approve the attached Resolution.

**ATTACHMENT** - Resolution without Exhibits

<b>Prepared By:</b> Name <u>Mindy Patterson</u> Title <u>Director of Finance</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>
--	---------------------	---

**RESOLUTION # \_\_\_\_\_**

**RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING  
FINANCING BY THE AMES HIGHER EDUCATION  
FACILITIES CORPORATION FOR THE BENEFIT OF  
ABILENE CHRISTIAN UNIVERSITY AND RELATED MATTERS.**

**THE STATE OF TEXAS           §  
COUNTY OF TAYLOR         §  
CITY OF ABILENE            §**

WHEREAS, the Ames Higher Education Facilities Corporation ("*Corporation*") is a nonprofit corporation created by the City of Ames, Texas pursuant to Section 53A.35(b) of the Higher Education Authority Act (Chapter 53A, Texas Education Code, as amended);

WHEREAS, the City of Abilene, Texas (the "*City*") has been informed that the Corporation has been requested by Abilene Christian University (the "*Borrower*") to assist it (A) refinancing the Stamford Higher Education Facilities Corporation Revenue Improvement and Refunding Bonds (Abilene Christian University Project) Series 1998 which bonds financed and refinanced educational and housing facilities, including the Teague Special Events Center and the renovation of dormitories and academic buildings, and the purchase of technology equipment; (B) financing the cost of capital improvements to campus facilities including, but not limited to, renovation of a loop chiller system and upgrades to HVAC and ventilation systems; all the foregoing located or to be located on the Borrower's campus at 1600 Campus Court, Abilene, Texas 79699 (collectively, the "*Project*");

WHEREAS, the Corporation is authorized by the provisions of Chapter 53A of the Texas Education Code and the Texas Non-Profit Corporation Act, Article 1396, Tex. Rev. Civ. Stats. Ann. (collectively, "*State Law*"), to enter into contractual obligations in order to finance or refinance the cost of acquiring, constructing, renovating, remodeling and equipping education and housing facilities, and facilities incidental, subordinate, or related thereto or appropriate in connection therewith, including the Project;

WHEREAS, the Corporation is authorized by State Law to provide financing for educational and/or housing facilities by contractual arrangement, and the Loan Agreement (the "*Loan Agreement*") among the Borrower, the Corporation and Compass Bank (the "*Bank*") constitutes contractual arrangements in which the Corporation is authorized by State Law to participate in (the transactions set forth in the Loan Agreement, by which the Corporation will borrow up to \$15,000,000 from the Bank and then loan such amount to the Borrower for financing and/or refinancing the cost of acquiring, constructing, renovating, remodeling and equipping education and housing facilities, and facilities incidental, subordinate, or related thereto or appropriate in connection therewith, including the Project, as aforesaid, are hereinafter referred to as the "*Financing*");

WHEREAS, pursuant to the Loan Agreement, the Borrower has agreed to make payments in amounts sufficient to pay loan payments required to be made under the Loan Agreement (the "*Loan Payments*");

WHEREAS, section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*") requires that the issuance of any qualified 501(c)(3) obligations be approved by either the governing body of the City or the chief elected executive officer of the City after a public hearing following reasonable public notice;

WHEREAS, the publication of the Notice of Public Hearing (the "*Public Notice*") is evidenced by a Publisher's Affidavit (a copy of which is attached hereto as Exhibit A);

WHEREAS, attached hereto as Exhibit B is Certificate of Public Hearing regarding the conduct of the Public Hearing;

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

**Section 1.** The City hereby specifically approves the Financing and the Project (as defined in the Public Notice) solely for the purpose of satisfying the requirements of section 147(f) of the Code; provided that the City shall have no liabilities for the payment of any of the Loan Payments nor shall any of the City's assets be pledged to secure the payment of the Loan Payments.

**Section 2.** This Resolution shall become effective immediately upon its passage.

ADOPTED AND APPROVED this the 13th day of June, 2013.

ATTEST:

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

(City Seal)

\_\_\_\_\_  
Mayor

APPROVED:

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

**City Council  
Agenda Memo**



**City Council  
Meeting Date: Jun 13, 2013**

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

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

**SUBJECT: Award Bid to Smith Pump Company for the Ivie Pump Improvements Project.**

**GENERAL INFORMATION**

On May 15, 2013 the City of Abilene received bids for the Ivie Pump Improvements Project (Project). The Project was advertised in the Abilene Reporter News on April 21<sup>st</sup> and 28th, 2013. Two bids were received. The low bid was submitted by Smith Pump Company, Inc. (Smith) of Waco, TX in the amount of \$132,917. The Engineer, after evaluating the bid submittal and the contractor references, does recommend awarding the bid to Smith.

The Ivie Raw Water Intake Pump Station consists of two pumps identified as P1-1 and P1-2. The two pump system provides redundancy should one pump fail. Pump P1-1 recently failed and was pulled and inspected. It must be rebuilt and reinstalled. Based on the condition of P1-1, it has been determined to also remove pump P1-2 and inspect it for excessive wear and corrosion. The project provides for rebuilding and reinstalling P1-1, and for the pulling, inspecting and reporting the condition of P1-2. Subsequent repairs to P1-2 will be made in accordance with the evaluation report and those repair costs are not including in this contract value. Enprotec/Hibbs & Todd, Inc. was hired to assist the City in evaluating the pumps and preparing the specifications, bidding, and contract documents. The bid package included the base bid and seven alternative bid items. City staff and the Engineer are recommending that the bid award include the base bid and alternate bid item A-2 for a total amount of \$132,917. The Pump Station is located at the O.H. Ivie Reservoir and provides raw water to the Hargesheimer Water Treatment Plant. The Pump Station was placed in service in September 2003.

**FUNDING/FISCAL IMPACT**

The Project will be funded from the Water Department's 2013 Annual Operating Budget account 5008008030-64250.

**STAFF RECOMMENDATION**

Staff recommends that the City Council award the bid for the Project to Smith in the amount of \$132,917.00, and to authorize the City Manager or his designee to execute all necessary documents related to the contract.

**ATTACHMENTS**

Engineer's letter of recommendation  
Bid Tab Sheet CB-1333

Prepared by:  Name <u>Rodney Taylor</u>  Title <u>Asst. Water Director</u>	Item No. <u>6.9</u>	Disposition by City Council <input type="checkbox"/> Approved    Ord/Res# <input type="checkbox"/> Denied        _____ <input type="checkbox"/> Other  _____ City Secretary
--	---------------------	---



May 31, 2013

Via Email; Original via Mail

City of Abilene
209 East Highway 80
Abilene, TX 79601
Attn: Mr. Rodney Taylor, Assistant Director of Water Utilities

Re: Recommendation of Award
Abilene Ivie Pump Improvements
Abilene, Texas

Dear Mr. Taylor:

Bids for the referenced project were opened on Wednesday, May 15, 2013. A total of two (2) bids were received, and I have attached a copy of the Bid Tabulation. The apparent low bidder was Smith Pump Company, Inc. (Smith Pump) out of Waco, TX.

Enrotec / Hibbs & Todd, Inc. (eHT) has evaluated the responsiveness of Smith Pump for conformity with all material conditions of the Advertisement for Bids and the Information for Bidders. Additionally, we have evaluated the responsibility of Smith Pump from information and references provided by Smith Pump with their bid packet.

Based on our evaluation, eHT recommends award of the contract to Smith Pump, for the Abilene Ivie Pump Improvements Project, as the lowest responsive and responsible bidder. Smith Pump's base bid totaled \$125,097.00. However, due to the corrosion damage observed in the port body of the inspected Pump P1-1, an alternate bid was also evaluated for consideration of replacement of the existing cast iron port body with stainless steel (Alternate Bid A-2), for an additional cost of \$7,820.00. Therefore, we recommend awarding the base bid and Alternate Bid A-2 to Smith Pump for a total cost of \$132,917.00.

We look forward to working with the City of Abilene as this project moves into the construction phase.

Sincerely,

Enrotec / Hibbs & Todd, Inc.

Handwritten signature of Joshua L. Berryhill

Joshua L. Berryhill, P.E.

Attachment: Bid Tabulation

c: Tommy O'Brien, P.E., Director of Water Utilities
Project File: 5754 Environmental, Civil & Geotechnical Engineers

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402 Cedar
Abilene, Texas 79601
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PG Firm Registration No. 50103
PE Firm Registration No. 1151

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

<b>DEPARTMENT:</b> WATER <b>BID NO.:</b> CB-1333 <b>TIME OF OPENING:</b> 11:00 A.M. <b>DATE OF OPENING:</b> MAY 15, 2013	<b>SMITH PUMP COMPANY, INC. WACO, TX</b>	<b>ODESSA PUMPS GRAND PRAIRIE, TX</b>				
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ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	IVIE PUMP IMPROVEMENTS				*132,917.00		364,000.00								
BASE BID					*132,917.00		364,000.00								
DISCOUNT															
TOTAL BID					*132,917.00		364,000.00								

\*NOTES: INDICATES RECOMMENDED AWARD



City Council  
Agenda Memo

**TO:** Larry D. Gilley, City Manager                      **City Council Meeting Date: 06/13/2013**  
**FROM:** Mindy Patterson, Director of Finance  
**SUBJECT:** Award of Bid – Tandem Axle Dump Trucks

**GENERAL INFORMATION**

Fleet Management seeks approval to purchase two tandem axle dump trucks. One unit is to be assigned to Street Services and one unit to Water Distribution. The units will replace items that are worn out and no longer cost-effective to maintain. The truck assigned to Streets will be utilized to haul material, hot mix and a sprayer to job sites while the unit assigned to Water Distribution will be in-service for the Lake Ivie construction crew.

Advertisements were published on May 5, 2013 and May 12, 2013. Bids were opened on May 21, 2013 at 11:00 A.M. Four (4) bid invitations were requested with two (2) vendors submitting a bid.

**SPECIAL CONSIDERATIONS**

Roberts Truck Center failed to meet specifications in regards to warranty labor and payment.

**FUNDING/FISCAL IMPACT**

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

**STAFF RECOMMENDATION**

It is recommended that Bid CB-1335 be awarded to Corley-Wetsel Freightliner.

**BID TABULATION**

See attached.

<b>Prepared By:</b> <b>Name</b> <u>Cheri Carter</u> <b>Title</b> <u>Fleet Analyst</u>	<b>Item No.</b> <u>6.10</u>	<b>Disposition by City Council</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Other <b>Ord/Res #</b> _____  _____ <b>City Secretary</b>
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City Council  
Agenda Memo

**TO:** Larry D. Gilley, City Manager                      **City Council Meeting Date:** 06/13/2013  
**FROM:** Mindy Patterson, Director of Finance  
**SUBJECT:** Award of Bid – CO-OP, Asphalt Distributor

**GENERAL INFORMATION**

Fleet Management seeks approval to purchase an Asphalt Distributor for Streets Services. This will replace a unit that is worn out and no longer cost-effective to maintain. The equipment is utilized in the spreading of asphalt and oils in the maintenance and repair of city streets and alley ways.

The unit is to be purchased through the BuyBoard Cooperative.

**BID TABULATION**

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Freightliner of Austin	2014 Freightliner 108SD BuyBoard contract # 358-10	\$ 67,256.00
Yellowhouse Machinery	Etnyre Centennial Distributor 2000 BuyBoard contract # 345-10	\$ 92,857.00

**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 BuyBoard in the amount of \$160,113.00.

<b>Prepared By:</b> <b>Name</b> <u>Cheri Carter</u> <b>Title</b> <u>Fleet Analyst</u>	<b>Item No.</b> <u>6.11</u>	<b>Disposition by City Council</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Other <b>Ord/Res #</b> _____  _____ <b>City Secretary</b>
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