



City of Abilene City Council Agenda

Kyle McAlister, Mayor Pro-tem
Weldon Hurt, Council Member
Lynn Beard, Council Member
Robert Hanna, City Manager

Anthony Williams, Mayor

Donna Albus, Council Member
Shane Price, Council Member
Travis Craver, Council Member
Stanley Smith, City Attorney
Shawna Atkinson, City Secretary

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on April 28, 2022 at 8:30 a.m. at the Abilene Public Library, South Branch, Mall of Abilene, 4310 Buffalo Gap Road, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Councilmember Shane Price

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA AND PUBLIC COMMENTS

All items listed in the Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion or presentation of these items unless otherwise requested by a Council Member. In the event one or more Council Members remove an item from the consent Agenda for separate discussion or presentation, the item or items removed will be considered in numerical order as part of the Regular Agenda and shall include a public hearing.

After the Council Members have requested any item on the consent Agenda be considered separately, the public comment period will be held. The public comment section of the consent agenda allows members of the public to present any ideas or information to the City Council and staff, and also allows for public comment on the consent agenda items not otherwise pulled for separate consideration. Neither the City Council nor staff will engage in discussion with the public during the public comments unless the item is listed on the Council agenda.

Members of the public will have a total time limit of three (3) minutes to speak during the public comments section.

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on April 14, 2022 **(Shawna Atkinson)**

3. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the purchase of One 2021 Komatsu Wheel Loader for Water Distribution (**Tim Cass**)
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on authorizing a contract with Parkson Corporation for the purchase and installation of a replacement Drum Screen Unit for the Hamby Water Reclamation Facility (**Rodney Taylor**)
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on authorizing change orders with Aclara Technologies, LLC and Pedal Valves, Inc. for the close out of the project for the acquisition and installation of Advanced Metering Infrastructure and Smart Water Meters (**Rodney Taylor**)
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract Renewal for the City's Three-year Environmental Systems Research Institute, Inc. ("ESRI") Geographical Information System (GIS) and Mapping Software (**Bob von Wolfradt**)
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Authorize the City Manager to Execute a Contract with Texas Fire Apparatus, LLC for the Purchase of One (1) Custom Built HazMat/Communication Apparatus with Updated Pricing and Specifications (**Cande Flores**)
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid No. 2231 to Bo Simons Inc., for CR 311 Rehabilitation Project (**Max Johnson**)
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Finding that AEP Texas Inc.'s Application to Amend Its Distribution Cost Recovery Factors to Increase Distribution Rates Within the City Should be Denied; Authorizing Participation with the Cities Served By AEP Texas; Authorizing Hiring of Legal Counsel; Finding that the City's Reasonable Rate Case Expenses Shall Be Reimbursed by the Company; Finding that the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel (**Mike Rains**)
10. **Oral Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Updates to the City Council Rules of Procedure (**Stanley Smith**)
11. **Resolution:** Receive a report, Hold a discussion and Take Action on Approving the Issuance of Multifamily Housing Revenue Bonds (Villages at Westlake Apartments) series 2022, to be Issued in One or More Series of Tax Exempt Bonds in an Aggregate Principal Amount not to Exceed \$18,000,000.00 (**Tim Littlejohn**)
12. **Ordinance (First Reading) Z-2022-07:** Receive A Report, Hold A Discussion And Take Action on a Request from the Collective Owner of Properties Within the Subdivision Known as Windmill Acres (Represented By Jacob & Martin LLC) to Amend the Zoning from Planned Development District (PDD 156) to Add Self-Storage as a Permitted Use in Windmill Acres in the City of Abilene, Taylor County, Texas. (**Tim Littlejohn**)
13. **Ordinance (First Reading) Z-2022-08:** Receive A Report, Hold A Discussion and Take Action on a Request from the Collective Owner of Property Within the Subdivision Known as Mill Ridge Estates to Change the Zoning of 27.859 Acres from Residential Single-Family District-6 (RS-6) to Residential Single-Family Patio Home District (PH) at the 200 Block of Hardison Lane, Abilene, Taylor County, Texas. (**Tim Littlejohn**)
14. **Ordinance (First Reading) CUP-2022-01:** Receive a Report, Hold a Discussion and Take Action on a request from the collective owner of property within the subdivision known as Original Town of Abilene to allow the use of a tattoo studio within the Central Business (CB) district, 536 Hickory Street, Abilene, Taylor County, Texas. (**Tim Littlejohn**)

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

15. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 71.88 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of the Territory, all the Rights and Privileges of Other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Abilene; and Adopting a Service Plan Agreement **(Michael Rice)**
16. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 821.22 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of the Territory, all the Rights and Privileges of Other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Abilene; and Adopting a Service Plan Agreement **(Michael Rice)**
17. **Initiative Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Initiative Ordinance Outlawing Abortion, Declaring Abilene a Sanctuary City for the Unborn, Making Various Provisions and Findings, Providing for Severability, and Establishing an Effective Date **(Robert Hanna)**

EXECUTIVE SESSION

18. **The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:**
 - A. **551.071 (Consultation with Attorney)**
 1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
 2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
 3. Chandler Brooks v. Taylor County, et al.; Civil Action No. 1:20-cv-00049, In the United States District Court, Northern District of Texas, Abilene Division; filed March 5, 2020
 4. John Doe v. Robert Hanna, Individually and as City Manager; Cause No. 28078-B; In the 104th Judicial District Court, Taylor County, Texas; filed July 7, 2020
 5. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
 6. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
 7. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
 8. Natasha Jones v. City of Abilene, Texas; EEOC Charge of Discrimination, 450-2020-06446; filed September 15, 2020
 9. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
 10. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
 11. Cockrell Investment Partners, L.P. v. Middle Pecos Groundwater Conservation District,

et al.; Cause No. P827783CV, in the 83rd Judicial District Court, Pecos County, Texas; filed September 11, 2020

12. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021

13. James Easley v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed September 22, 2021

14. Samuel Hightower v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021

15. Zach Williams v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021

16. Governor's Executive Orders - COVID-19

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members

2. City of Abilene Boards & Commissions May be Discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

REGULAR AGENDA

19. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Chapter 380 Agreement with Dyess Air Force Base, United States Airforce regarding flight line gates project **(Robert Hanna)**

ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Abilene will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please call 325-676-6208.

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 22nd day of April, 2022, at 3:55 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 4/28/2022

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on April 14, 2022
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on April 14, 2022

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 04-14-2022 Minutes - Regular - Morning

CITY COUNCIL MEETING
April 14, 2022 at 8:30 a.m.

CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
SOUTH BRANCH LIBRARY

The City Council of the City of Abilene, Texas met in Regular Session on April 14, 2022, at 8:30 a.m. at the South Branch Library, Mall of Abilene, 4310 Buffalo Gap Road. Mayor Anthony Williams was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Donna Albus, and Weldon Hurt. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Lynn Beard delivered the invocation.

William Sack, 5th grader at Purcell Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Proclamations:
 - Public Safety Telecommunicators Week – Accepted by Abilene Police Department 9-1-1 Dispatchers

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-17. Item # 14 was pulled from the agenda. No other items were pulled for individual consideration.

PUBLIC COMMENTS

Mayor Williams opened the public comment period. The following addressed the city council:

- Cara Tentzer – chose not to speak, but is in support for the sanctuary city for the unborn.
- Ann Sasse – chose not to speak, but is in support for the sanctuary city for the unborn.
- Charles Byrn – spoke in support for the sanctuary city for the unborn.
- Hershel Redding – spoke in support for the sanctuary city for the unborn.
- James Sargent – spoke in support for the sanctuary city for the unborn.
- Samuel H Garcia – chose not to speak, but is in support for the sanctuary city for the unborn.
- Fred Johnson – spoke in support for the sanctuary city for the unborn.
- Robert Brown – chose not to speak, but is in support for the sanctuary city for the unborn.
- Andrew Gallant – chose not to speak, but is in support for the sanctuary city for the unborn.
- Bruce Tentzer – chose not to speak, but is in support for the sanctuary city for the unborn.
- Dorothy Clay – spoke in support for the sanctuary city for the unborn.
- Cathy Johnson – chose not to speak, but is in support for the sanctuary city for the unborn.
- Scott Beard – spoke in support for the sanctuary city for the unborn.
- Mark Lee Dixon – spoke in support for the sanctuary city for the unborn.
- Ryan Goodwin – spoke in support for the sanctuary city for the unborn.
- Amanda Estevez – spoke in support for the sanctuary city for the unborn.
- Tony Boob – spoke about his concerns with the new Lancium bitcoin facility.
- Beverly Paxton – spoke about her concerns with the new Lancium bitcoin facility.
- Timothy McClennan – chose not to speak, but is in support for the sanctuary city for the unborn.

With no other speakers coming forward, the public comment period was closed.

CONSENT AGENDA

Mayor Pro-tem McAlister moved to approve the consent agenda, consisting of items 3-13 and 15-17.
 Councilmember Beard seconded the motion. Motion carried.

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver and Councilmembers Price, Beard, Albus and Hurt
 NAYS (0): None

Councilmember Hurt voted differently on item 15 only. The vote for item 15 was as follows:

AYES (6): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard and Albus
 NAYS (1): Councilmember Hurt

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on March 24, 2022

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 53-2022]

Board	Term End Date
<i>Airport Development Board</i>	
James Boone [New]	November 2023 (unexpired term)
<i>Board of Building Standards</i>	
Jonathan Schmutz [Alternate] [Reappointment]	Nov-24
<i>Street Maintenance Advisory & Appeals Board</i>	
James McCoy [Reappointment]	May-24
Antonio Pallares [Reappointment]	May-24
<i>West Central Texas Municipal Water District Board</i>	
Dani Ramsay [Reappointment]	May-24
Sam Chase [Reappointment]	May-24
Joe Cannon [Reappointment]	May-24

5. Resolution: Receive a Report, Hold a Discussion and Take Action on authorizing a contract with Ace Pipe Cleaning Inc. for the Manhole Rehabilitation 2022 Project
[ASSIGNED RESOLUTION NO. 54-2022]

6. Resolution: Receive a Report, Hold a Discussion and Take Action Authorizing the City Manager to enter into an agreement with Texas Department of Transportation for the Bridge Replacement on ES 7th Street at Cedar Creek
[ASSIGNED RESOLUTION NO. 55-2022]

7. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to accept the bid from CanTex Roofing & Construction, LLC for the Adaptive Recreation Roof Project
[ASSIGNED RESOLUTION NO. 56-2022]

8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the acceptance of the donated "Winnie" sculpture for placement on the Adamson Spalding Storybook Garden lawn of the Abilene Convention Center
[ASSIGNED RESOLUTION NO. 57-2022]

9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approval of Single-Family Rehabilitation/Reconstruction Program Project Budget with HOME Program Funds
[ASSIGNED RESOLUTION NO. 58-2022]
10. Resolution: Receive a Report, Hold a Discussion and Take Action to Authorize the City Manager to Enter into a Mutual Aid Agreement between the City of Abilene and Taylor County, Texas
[ASSIGNED RESOLUTION NO. 59-2022]
11. Resolution: Receive a Report, Hold a Discussion, and Take Action to Authorize the City Manager to Execute an Agreement with Daco Fire Equipment for the Purchase of LION Structural Firefighting Protective Gear for the Abilene Fire Department
[ASSIGNED RESOLUTION NO. 60-2022]
12. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Lease Agreement with Capps Van & Truck Rental
[ASSIGNED RESOLUTION NO. 61-2022]
13. Resolution: Receive a Report, Hold a Discussion and Take Action to authorize the purchase of four Type III Cutaway Vans from Creative Bus Sales Through the State of Oklahoma Statewide Contract
[ASSIGNED RESOLUTION NO. 62-2022]
15. Resolution: Receive a Report, Hold a Discussion and Take Action on Modifying and Extending the Declaration of Local Disaster (COVID-19)
[ASSIGNED RESOLUTION NO. 63-2022]
16. Report: Receive a Report on the Final Results of the Initiative Petition Filed in the City Secretary's Office on February 22, 2022, and Supplement Filed on March 21, 2022, for the Sanctuary City for the Unborn
17. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on an Ordinance Outlawing Abortion, Declaring Abilene a Sanctuary City for the Unborn, Making Various Provisions and Findings, Providing for Severability, and Establishing an Effective Date

ITEM PULLED FROM CONSIDERATION

14. Oral Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Updates to the City Council Rules of Procedure
[NOT CONSIDERED]

REGULAR AGENDA

18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve an Extended Term Street Use License with TearTex, LLC
[ASSIGNED RESOLUTION NO. 64-2022]

Max Johnson, Interim Director of Public Works, presented the item. Adoption of the item would approve an extended term street use license at Walnut and N 1st and 2nd, for new HVAC units to be installed in an alleyway.

Mayor Williams opened the public hearing. With no speakers coming forward, the public hearing was closed.

Councilmember Hurt moved to approve the item as presented. Deputy Mayor Pro-tem Craver seconded the motion; motion carried.

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

19. Ordinance (Final Reading) Z-2022-05: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Roberto Valez to change zoning from General Commercial (GC) to a Neighborhood Retail (NR) District on approximately .32 acres of now-vacant land located within the 3200 block of South 2nd street (north side) approximately 200 feet east from the intersection of S. Willis St. and S. 2nd Street

[ASSIGNED ORDINANCE NO. 11-2022]

Tim Littlejohn, Director of Planning and Development Services, presented the item. Adoption of the item would rezone the above referenced property from General Commercial (GC) to a Neighborhood Retail (NR) District.

Mayor Williams opened the public hearing. With no speakers coming forward, the public hearing was closed.

Mayor Pro-tem McAlister moved to approve the item as presented. Councilmember Albus seconded the motion; motion carried.

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

20. Ordinance (Final Reading) Z-2022-05: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from JGN Properties LLC to change zoning from Heavy Industrial (HI) to a Heavy Commercial (HC) District within the 2600-2700 blocks of South Treadaway Boulevard (east side) and the 2700 block of Palm Street (west side) located at 2641 thru 2765 S. Treadaway Blvd and 2718 Palm Street

[ASSIGNED ORDINANCE NO. 12-2022]

Tim Littlejohn, Director of Planning and Development Services, presented the item. Adoption of the item would rezone the above referenced property from Heavy Industrial (HI) to a Heavy Commercial (HC) District.

Mayor Williams opened the public hearing. With no speakers coming forward, the public hearing was closed.

Councilmember Hurt moved to approve the item as presented. Councilmember Price seconded the motion; motion carried.

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

21. Ordinance (Final Reading) Z-2022-06: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from FL20 Inc. (represented by Andrea and Aaron Robison) to change zoning from Agricultural Open Space (AO) to a General Commercial (GC) District at 5308 Hwy 277 South, located within the 5200-5300 blocks of Hwy 277 South (west side); approximately 900-feet northeast from the intersection of Health Center Drive and Hwy 277 South

[ASSIGNED ORDINANCE NO. 13-2022]

Tim Littlejohn, Director of Planning and Development Services, presented the item. Adoption of the item would rezone the above referenced property from Planned Development District (PDD 160) to a Residential Medium Density (MD) District.

Mayor Williams opened the public hearing. With no speakers coming forward, the public hearing was closed.

Councilmember Price moved to approve the item as presented. Deputy Mayor Pro-tem Craver seconded the motion; motion carried.

AYES (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver and Councilmembers Price, Beard, Albus and Hurt
NAYS (0): None

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 9:12 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

- 22. A. 551.071 (Consultation with Attorney)
 - 1. Samuel Hightower v. City of Abilene
 - 2. Zach Williams v. City of Abilene
 - 3. City Council Rules of Procedure (Agenda Item #14)
 - 4. Sanctuary City for the Unborn (Agenda Items 16 & 17)
- 22. B. 551.072 (Deliberations about Real Property)
 - 1. City Council Chamber Renovations
 - 2. 610 ES 11th St & S 7th (McPhail Properties)
- 22. D. 551.074 (Personnel Matters)
 - 1. Assistant City Attorney
- 22. F. 551.087 (Business Prospects & Economic Development)
 - 1. Trail Ridge Subdivision

The Executive Session ended at 10:01 a.m. and reconvened to Open Session. Mayor Williams reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:02 a.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



City Council Agenda Memo

City Council Meeting Date: 4/28/2022

TO: Robert Hanna, City Manager

FROM: Tim Cass

SUBJECT: 3. Resolution: Receive a Report, Hold a Discussion and Take Action on the purchase of One 2021 Komatsu Wheel Loader for Water Distribution (Tim Cass)

GENERAL INFORMATION

Fleet Services seeks approval to purchase One 2021 Komatsu WA200-8 Wheel Loader from Kirby-Smith Machinery through BuyBoard Contract# 597-19 for Water Distribution to replace an existing unit. The unit being replaced meets the criteria established in the Fleet Replacement Policy (as revised January 14, 2021). The unit being replaced is currently out of service with an estimated \$20,000 repair cost. If this purchase is approved, the repairs will not be made and the unit will be sold as-is at auction.

SPECIAL CONSIDERATIONS

Texas law allows a municipality to purchase goods through a state or local cooperative purchasing program. Buyboard is such a program, and the purchase meets the competitive bidding requirements.

FUNDING/FISCAL IMPACT

Funds for this purchase are to be provided by the Fleet Replacement Fund and total \$184,297.00. The funds for this purchase were planned and included in the FY22 Budget. This quote is \$9,297.00 over the budgeted amount, due to an increase in manufacturing costs from the estimates in the budgeting process last year.

STAFF RECOMMENDATION

Fleet and Water Distribution staffs recommend the purchase of the 2021 Komatsu WA200-8 HL Wheel Loader for Water Distribution.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Wheel Loader Resolution
2. CO-Op Wheel Loader Quote
3. Co-Op WheelLoader Addtl Info
4. Co-Op Wheel Loader Budget vs Actual
5. CO-OP Wheel Loader Presentation

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE ONE WHEEL LOADER FOR WATER DISTRIBUTION FROM KIRBY-SMITH MACHINERY
QUOTE NUMBER SWHITLEY-1251
THROUGH
BUYBOARD COOPERATIVE CONTRACT # 597-19**

WHEREAS, City of Abilene's Water Distribution Division has a need for one Wheel Loader; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2022; and

WHEREAS, City of Abilene received pricing to purchase one Wheel Loader through BuyBoard Co-Op Contract 597-19; and

WHEREAS, The unit is to be a 2021 Komatsu WA200-8 HL; and

WHEREAS, Kirby-Smith Machinery is the BuyBoard approved vendor for the completed unit.

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

PART 1: That the City Council approves this purchase from Kirby-Smith Machinery in the amount of One Hundred Eighty Four Thousand Two Hundred Ninety Seven Dollars and No Cents (\$184,297.00) for one complete Wheel Loader.

PART 2: That this resolution shall take effect immediately from and after passage

ADOPTED this 28th day April, 2022

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



04/20/2022

Quote #: swhitley-1251

Cassandra Lambert
CITY OF ABILENE
Po Box 60
Abilene, TX 79604

Dear Cassandra Lambert:

We are pleased to quote the following for your consideration:

KOMATSU WA200-8 HL 2021 model w/ 27 hours, Unit # K21306, S/N 86423.

The following Factory and Dealer Options are included in the package:

- WA200-8 HL
- 20.5R25 VMT L3 BRIDGESTONE TIRES
- BOOM FOR HIGHLIFT
- 3-SPOOL VALVE W/MONO LEVR
- COUNTERWEIGHT, STANDARD
- BUCKET CYLINDER HIGHLIFT
- KOMATSU QUICK COUPLER
- TURBO II PRE-CLEANER
- LIMITED SLIP DIFFERENTIAL

Standard Equipment Details:

To be purchased through BuyBoard. Contract # 597-19

Contract price is \$244,630.00; less contract discount of 28% (-\$66,051.00);

Plus Freight and options of \$5,718.00;

New net selling price is \$184,297.00.

Price Complete:

\$184,297.00

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote Komatsu machinery.

Sincerely,

Shelby Whitley
Governmental Territory Manager
432-241-2915
swhitley@kirby-smith.com

Subject to all applicable taxes. 'This proposal is good for 30 days & subject to availability.'

www.kirby-smith.com | 888-861-0219

Oklahoma City * Tulsa * McAlester * Dallas * Fort Worth * Abilene * Amarillo * Lubbock * Odessa * Waco * St. Louis * Kansas City

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM**Wheel Loader**

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3382	Water Distribution	2003	Volvo	L60E	-	9,095	\$63,981.77	Auction	3	3 out of 4 Replacement Points

** This unit is currently out of service pending a \$20,000 repair that is not reflected in the current Total Maintenance Cost

BUDGET vs ACTUAL COSTS**Wheel Loader**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
3382	8050	Water Distribution	Wheel Loader	\$175,000.00	\$184,297.00	\$9,297.00
				\$175,000.00	\$184,297.00	\$9,297.00 Over Budget

Wheel Loader

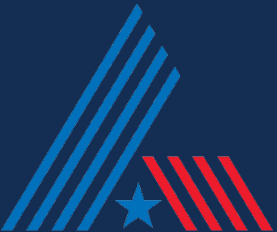
Fleet Management



Wheel Loader

- CO-OP Purchase for One Wheel Loader assigned to Water Distribution.
- One unit to be a replacement.
- Unit to be 2021 Komatsu WA200-8 HL.
- BuyBoard Cooperative purchase to coordinate the build and delivery process.







**City Council
Agenda Memo**

City Council Meeting Date: 4/28/2022

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Take Action on authorizing a contract with Parkson Corporation for the purchase and installation of a replacement Drum Screen Unit for the Hamby Water Reclamation Facility (*Rodney Taylor*)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council authorize a contract with Parkson Corporation of Vernon Hills, IL(Parkson) for the purchase and installation of one (1) replacement drum screen unit in the amount of \$238,317.00. The drum screen unit is for the Hamby Water Reclamation Facility. This is a single source purchase of an exact replacement unit having proprietary design dimensions. The purchase of another brand of drum screen would require structural modifications to the pretreatment structure for proper fitment.

SPECIAL CONSIDERATIONS

The Hamby Water Reclamation Facility receives raw sewage from the Buck Creek Pump Station. The sewage first passes through a pretreatment structure for the removal of grit and suspended materials. The structure, including three identical drum screen units, was placed into service prior to January 2015. The Abilene City Council authorized the replacement of two of the original units on July 23, 2020, and those replacement units have been successfully installed. Excessive wear and corrosion has made the remaining unit very unreliable and maintenance intensive. The replacement unit will be of the original design but constructed of 316 Stainless Steel, which is more resistant to corrosion. The vendor will provide a work crew to remove the existing unit and install the new unit.

FUNDING/FISCAL IMPACT

Funds for the purchase are included in the FY22 Annual Operating Budget of the Water Utilities

Department.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council authorize the purchase and installation from Parkson Corporation of one drum screen unit in the amount of \$238,317.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Written Resolution-Authorize contract with Parkson Corporation-Purchase and Install 1 drum screen unit-4-28-2022
2. Contract-Drum Screen Replacement-Parkson-4-28-2022
3. Presentation-Authorize contract with Parkson-Purchase-Install 1 drum screen-Hamby WRF-4-28-2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING A CONTRACT WITH PARKSON CORPORATION FOR THE
PURCHASE AND INSTALLATION OF ONE REPLACEMENT DRUM SCREEN UNIT
FOR THE HAMBY WATER RECLAMATION FACILITY.**

WHEREAS, the City of Abilene (City) owns and operates the Hamby Water Reclamation Facility (HWRF) which treats the municipal wastewater generated by the City and several surrounding communities; and

WHEREAS, the HWRF pretreatment structure includes three Parkson brand drum screen units operating in parallel to remove suspended particles from the wastewater stream; and

WHEREAS, the originally installed drum screen units became unreliable and maintenance intensive due to excessive wear and corrosion requiring replacement; and

WHEREAS, City staff is recommending that the one remaining of the existing drum screen units be replaced with a like unit of Parkson's proprietary design but being constructed from 316 stainless steel which is more resistant to corrosion; and

WHEREAS, City staff included funds in the Fiscal Year 2022 Annual Operating Budget for the replacement of the remaining original drum screen unit, and this contract with Parkson will provide for the purchase and installation of one replacement drum screen unit constructed of 316 stainless steel in the amount of \$238,317.00; and

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

That the Abilene City Council authorizes the City Manager to execute the contract with Parkson Corporation for the purchase and installation of one replacement drum screen unit in the amount of \$238,317.00.

ADOPTED this 28th day of April, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



CONTRACT

This contract, dated the _____ day of _____, 2022, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and Parkson Corporation ("Contractor"), a Corporation organized under the laws of the State of Delaware.

I. TERMS

In consideration of \$238,317.00, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the CONTRACTOR has fully performed the terms of this AGREEMENT and the CITY'S agent is satisfied that the work has been completed with the terms of this Agreement, the CITY'S agent shall pay the contractor in one lump sum the money specified.

The CITY reserves the right to prorate or to withhold payment from the CONTRACTOR if the CITY'S agent determines that the CONTRACTOR fails to fully perform the work in accordance with the terms of this Agreement, in which case the CONTRACTOR shall bear all costs, including the cost of hiring someone else, due to the CONTRACTOR'S neglect, delay, or refusal to fulfill the terms of this Agreement.

The CITY reserves the right to have its agent inspect the premises to determine whether or not the CONTRACTOR has fully complied with the terms of this Agreement.

II. PAYMENT

Payment shall be made under the terms of Attachment B, which is incorporated by reference, according to all its provisions.

III. DURATION

Contractor must complete all required work within 180 calendar days after the effective date of this Contract.

IV. ASSIGNMENT

Contractor may not assign any interest under this contract without the City's prior written consent. All of the terms and provisions of this Contract are binding on Contractors successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONTRACTOR

The Contractor is an Independent Contractor. Contractor and Contractor's employees are not the agents, servants or employees of the City.

VI. AMENDMENT OR MODIFICATION

This contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

VII. 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.

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

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

“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:

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) attorneys fees, witness fees, expert witness fees and expenses, and
- (iv) 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 Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Contractor's work and activities conducted in connection with this Contract.

The Contractor is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor'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 Contractor or Contractor's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Contractor.

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

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR 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 NEGLIGENCE OF THE CITY.

VIII. INSURANCE

A. GENERAL REQUIREMENTS

The Contractor agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Contractor is solely responsible for providing the

required certificates of insurance. The City may terminate this agreement if the Contractor fails to timely comply with the insurance requirements.

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City for their adequacy as to content, form of protection, and providing company.

The required insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Before the City executes the notice to proceed with any work under this agreement, the Contractor must provide the City Secretary with either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance. Thereafter, the Contractor must furnish new certificates or copies of the policy before the expiration date.

Texas Labor Code Section 406.096 requires a city to ensure that contractors carry workers' compensation for each employee when the city is a party to any "building or construction contract." The code enumerates that "building and construction" includes:

- (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (B) remodeling, extending, repairing, or demolishing a structure; or
- (C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this contract.
2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

The following insurance is required under this contract:

<u>Type</u>	<u>Amount</u>
<u>X</u> 1. Workers' Compensation	Statutory
Employer's Liability	\$100,000 per occurrence

- | | |
|---|--|
| <p>☒ 2. Commercial (Public) Liability
 including, but not limited to:</p> <ul style="list-style-type: none"> • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability <p>(insuring above indemnity)
 and where the exposures exist</p> <ul style="list-style-type: none"> • Explosion Collapse and Underground | <p>\$500,000 combined single
 limit for bodily injury
 and property damage
 (per occurrence)</p> |
| <p>☒ 3. Business Automobile Liability
 to include coverage for:</p> <ul style="list-style-type: none"> • Owned/Leased Autos • Non-Owned Autos • Hired Cars | <p>\$500,000 combined single
 limit for bodily injury
 and property damage
 (per occurrence)</p> |
| <p>☐ 4. Professional Liability</p> | <p>\$500,000 combined single limit
 (per occurrence)</p> |
| <p>☐ 5. See Addendum for Special
 Coverages and/or revisions</p> | |
| <p>☐ 6. No Insurance Required</p> | |

IX. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

X. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Contractor -- not City -- must verify eligibility for employment as required by IRCA.

XI. INDEBTEDNESS TO CITY

Contractor agrees that no payments owed by him, of any nature whatsoever, to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Contractor is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty and interest.

XII. EQUAL EMPLOYMENT OPPORTUNITY

It is the City's policy to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis of bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

XIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XIV. SALES TAX

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the Tax Act), and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Contractor. The Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this contract and not completely consumed, or other taxable services used to perform this contract, or other taxes required by law in connection with this contract.

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Contractor, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Abilene, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Contractor must obtain all necessary permits and licenses that are required in completing the work contracted for in this agreement.

XVI. PAYMENT AND PERFORMANCE BONDS

If the value of this Bid is below \$50,000, Performance and Payment Bonds are not required; however, the City will not pay the Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds \$50,000, the Contractor must also furnish a payment bond. If the value of this Bid exceeds \$100,000, the Contractor must furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the contract. The City's requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under the contract. City may, without incurring any liability, stop work under the contract until Contractor furnishes additional security.

XVII. SEVERABILITY AND WAIVER

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

XVII. NOTICES

Any notices or other communications required or permitted under this agreement are sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to City at:

ATTN: Rodney Taylor

P.O. Box 60
Abilene, Texas 79604-0060

or to Contractor at:

ATTN: Marty Unger – Regional Sales Manager
562 Bunker Court
Vernon Hills, IL 60061

or to such other address furnished in writing by any party to the others. Notice will be deemed given as of the date so delivered or on the date of deposit in the United States mail, as the case may be.

XVII. COUNTERPARTS

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

XVIII. BOYCOTT OF ISRAEL

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, “company” does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XIX. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Contract are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

{Remainder of Page Intentionally Left Blank—Signature Page Follows}

IN WITNESS HEREOF, the parties hereto have executed this contract effective as of the date written above:

CITY OF ABILENE

CONTRACTOR

By: _____

By:  _____

Name: Robert Hanna

PARKSON CORPORATION

Name: Dianne Kaplan

Title: City Manager

Title: Contracts Manager

ATTEST:

City Secretary

Federal Tax ID#: 59-1204973

APPROVED:

By: _____

City Attorney

Corporate Seal if applicable



ATTACHMENT A

Scope of Work

Parkson Scope of Work

Installation of one (1) Rotoshear PF EX Care internally-fed rotary drum screens Model RDS60120DVT, identical to the existing units per Parkson project P06100398 for the price of \$238,317.00

Items not included:

Control Panel

Screen Discharge Chute Extension

Lifting Crane (to be supplied by customer)

Parkson will furnish one (1) certified crew to jobsite to remove existing units and replace with the new units outlined above. Date of service to be scheduled upon Purchaser's written request.

The Quotation dated April 25, 2022 by Parkson Corporation is Incorporated into this Agreement and attached herein. In the event that any terms and conditions of the Quotation conflict with any terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT control. It is specifically agreed to between the City and Parkson Corporation that the "Parkson's Standard Conditions of Sale" are not part of the AGREEMENT, and are not incorporated into the attached Quotation nor this AGREEMENT.



Quotation

NUMBER: B06100414 Rev 2

DATE: April 25, 2022

TO: Hamby WWTP
1900 County Rd. 308
Abilene, TX 79601
Attn: Kenny Doss
Tel: 325-548-2237
Fax: 325-548-2017
E-Mail: kenny.doss@abilenetx.com

REF.: Hamby WWTP

Parkson Corporation is pleased to provide a quotation for the following equipment.

ITEM 1 EQUIPMENT

One (1) Rotoshear® PF EZ Care internally-fed rotary drum screen model RDS60120DVT, identical to existing units provided in 2020 under Parkson project P06100398

ITEMS NOT INCLUDED:

- Control panel
- Screen discharge chute extension

ITEM 2 SERVICES

2.A Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

- | | | |
|----|---------------------|-------------------|
| 1. | Approval drawings: | N/A |
| 2. | Certified drawings: | 2 prints included |
| 3. | IO&M manuals: | 2 included |

2.B Start-Up Assistance:

Parkson will furnish a factory representative to the jobsite for one (1) day to assist in installation inspection, start-up supervision, and operator training. Date of service to be scheduled upon Purchaser's written request.

2.C Mechanical Warranty:

Per Section XVI of the Standard Conditions of Sale.

PURCHASE PRICE:

All of the above for **\$238,317.00 USD**
F.O.B. shipping point, freight included, **bond included**, taxes excluded.

VALIDITY:

Purchase Price is valid until May 20th, 2022, for shipment of equipment within the timetable stated below.

PAYMENT TERMS:

30% net 30 days upon receipt of acceptable purchase order, 70% net 30 days after shipment.

Please refer to our Standard Conditions of Sale regarding additional details about price validity, escalation potential and materials availability.

TIMETABLE GUIDELINE:

Within ten (10) business days of receiving a written Purchase Order in Parkson's office, if necessary, Parkson will submit a written Request for Additional Information requesting items including, but not limited to, full-scale drawings, specification sections, amendments and other documents necessary for Parkson to begin work on this Project. No work can be done on this Project until all Additional Information is received by Parkson, thus beginning the Submittal Phase. If you do not receive such a Request for Additional Information within the stated ten (10) business days, then the Submittal Phase will begin on the eleventh (11th) business day following receipt of the written Purchase Order in Parkson's office. The Shipment Phase is thereafter contingent upon your final approval of all submitted Approval Drawings. Once said final approval is received in Parkson's offices, the Shipment Phase will begin.

Submittal Phase: N/A

Shipment Phase: Eighteen (18) weeks

Dates are subject to confirmation upon receipt of written Purchase Order.

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: <http://www.parkson.com/files/documents/Sales-conditions.pdf>.

BUYER/OWNER RESPONSIBILITY:

- Controls.
- Discharge chute extension.
- Spare parts.
- Anchor bolts.
- Washwater booster pump.
- Concrete or steel support structure or pads.
- Local disconnects or junction boxes.
- Control panel mounting.
- Spray wash water connection and piping.
- Heat tracing or power for heat tracing of spray wash piping.
- Drain piping.
- Pressure gauges.
- Isolation and pressure regulating valves.
- Gate valves, check valves, butterfly valves, ball valves, Y-strainers.
- Portable steam cleaner.
- Screenings dumpster.
- Lubricants.
- Shop or field painting.
- Influent and effluent connection: Units are provided with loose flanged connections. Piping should be supported independent of the unit.
- Unloading, uncrating, installation and installation supervision. Installation will, at minimum, require a forklift and possibly a crane/hoist.
- Readiness of the equipment before requesting start-up service. Non-readiness may incur additional charges.
- Electrical connection and interconnecting wiring (including any of the following: E-Stop button, solenoid valves, interlock switches, motors, main control panel); wiring and conduit from each unit-mounted electrical device to a terminal box or control panel.
- Interconnecting piping.



- Piping connections, access platforms, ladders, gratings and railings unless stated otherwise.
- Any other auxiliary equipment or service not detailed above.

Please return one signed copy of this Quotation, or your Purchase Order, to Parkson Corporation at the address below. Refer to this Quotation, date, and related correspondence.

Issued By:

PARKSON CORPORATION

562 Bunker Court

Vernon Hills, IL 60061

Accepted By: (Herein called the Buyer)

Name: Joseph G. Nagel
Title: Municipal Sales
Date: April 25, 2022

Name
Title:
Date:

ATTACHMENT B
PAYMENT SCHEDULE

OPTION 1 ____

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$Click or tap here to enter text. per hour not to exceed \$Click or tap here to enter text..

Contractor must submit monthly invoices to City accompanied by an explanation of charges, professional fees, and services. City will pay invoices according to its normal payment procedures.

OPTION 2 __X__

Payment is in a lump sum amount of \$238,317.00 upon completion of the work and written acceptance by City's Project Representative.

No mechanic, contractor, subcontractor, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the City, the Contractor must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

OPTION 3 ____

Payment is a fixed fee amount of \$Click or tap here to enter text. payable per Click or tap here to enter text. upon completion of the work and written acceptance by City's Project Representative.

No mechanic, contractor, subcontractor, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the City, the Contractor shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractors'/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- e. Contractor shall obtain from each person providing services on a project and provide to City:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- (2) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

(End of Document)

Authorize contract with Parkson Corporation for the purchase and installation of one replacement drum screen unit for the Hamby Water Reclamation Facility.



- Authorize contract with Parkson Corporation.
- Contract value of \$238,317.00.
- Purchase and install one replacement drum screen unit having same dimensions as original units.
- Existing unit is heavily corroded, unreliable, and maintenance intensive.
- New unit will be constructed of 316 Stainless steel for better corrosion resistance.
- Drum screens are used for the removal of smaller suspended particles in wastewater.



Representative image of similar Parkson drum screen units



Authorize contract with Parkson Corporation for the purchase and installation of one replacement drum screen unit for the Hamby Water Reclamation Facility.

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/28/2022

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on authorizing change orders with Aclara Technologies, LLC and Pedal Valves, Inc. for the close out of the project for the acquisition and installation of Advanced Metering Infrastructure and Smart Water Meters (Rodney Taylor)

GENERAL INFORMATION

The Water Utilities staff is requesting that the Abilene City Council authorize change orders between the City of Abilene and each of Aclara Technologies, LLC and Pedal Valves, Inc. as listed below. These change orders adjust the contract times and establish the final contract prices. Upon the Council's authorization, the documents will be submitted to the Texas Water Development Board for its approval and subsequent release of all remaining proceeds of the loan.

* CID-01 Change Order No. 4: Aclara Technologies, LLC, Contract Time Extension setting Final Completion Time of November 30, 2021.

* CID-01 Change Order No. 5 Final: Aclara Technologies, LLC, Final Quantity Reconciliation reducing contract price from \$10,695,718.71 down to \$10,210,088.69.

* CID-02 Change Order No. 5: Pedal Valves, Inc., Contract Time Extension setting Final Completion Time of November 30, 2021.

* CID-02 Change Order No. 6 Final: Pedal Valves, Inc., Final Quantity Reconciliation reducing contract price from \$6,460,922.50 down to \$4,583,647.10.

The above change orders added 167 days to the contract time for the project. The above change orders reduce the combined contract price for the project by \$2,362,905.42.

SPECIAL CONSIDERATIONS

City staff began evaluating a potential smart water meter project in 2016. The City hired Enprotec/Hibbs & Todd, Inc. (EHT) to assist with the development of Request for Proposals for each of the acquisitions of Advanced Metering Infrastructure (AMI) and Automated Meter Reading (AMR) smart water meter technologies, and for installation of the AMI and AMR systems. EHT also provided technical and bidding assistance, and contract administration for the project. On October

25, 2018 the Council authorized the Water Meter Replacement and AMI Project Installation, Integration, and Project Management contract with Pedal Valves, Inc. On that same day the Council authorized the Water Meter Replacement and AMI Project Equipment and Technology Procurement contract with Aclara Technologies, LLC. The contract with Aclara was subsequently assigned to Pedal Valves.

Water meter installations began on September 2, 2019. The original project final completion date was June 16, 2021. The revised final completion date is November 30, 2021. The original value of the contract with Aclara was \$10,695,718.71, and the final reconciliation of parts and equipment resulted in a final contract price of \$10,210,088.69. The original value of the contract with Pedal Valves was \$6,460,922.50, and the final reconciliation of installation and management services resulted in a final contract price of \$4,583,647.10.

The contractors successfully completed the project by November 30, 2021. The City has an annual maintenance/service agreement with Aclara for continuing system support. The City's Water Distribution Division has taken ownership of the project and performs all routine field maintenance and repair activities. The City's Customer Service Center operates and manages the automated water meter reading system.

FUNDING/FISCAL IMPACT

The net effect of the above listed change orders reduces the project cost by \$2,362,905.42, which will be a part of the residual fund balance of Water Utilities Capital Projects Fund 584.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council authorize change orders between the City of Abilene and each of Aclara Technologies, LLC and Pedal Valves, Inc. as listed above that sets the final contract time of November 30, 2021 and reduces the combined contract price for the project by \$2,362,905.42.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Written Resolution-Authorize change orders with Aclara and Pedal Valves for close out of AMI meter replacement project-4-28-2022
2. Pedal-CID-02 Change Order No 5-4-28-2022
3. Pedal-CID-02 Change Order No 6-FINAL-4-28-2022
4. Aclara-CID-01 Change Order No 4-4-28-2022
5. Aclara-CID-01 Change Order No 5-FINAL-4-28-2022
6. Presentation-Authorize change orders with Aclara and Pedal Valves for closeout of AMI and AMR project-4-28-2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING CHANGE ORDERS WITH ACLARA TECHNOLOGIES, LLC AND
PEDAL VALVES, INC. FOR THE CLOSE OUT OF THE PROJECT FOR THE
ACQUISITION AND INSTALLATION OF ADVANCED METERING
INFRASTRUCTURE AND SMART WATER METERS.**

WHEREAS, in 2016 the City's Water Utilities staff began evaluating a potential smart water meter project for the installation of over 40,000 Advanced Meter Reading (AMR) smart water meters and Advanced Metering Infrastructure (AMI) communications equipment and software to increase water meter accuracy and improve customer service; and

WHEREAS, in October 2018 the City of Abilene authorized a contract with Pedal Valves, Inc. (Pedal Valves) for the Water Meter Replacement and AMI Project Installation, Integration, and Project Management; and

WHEREAS, in October 2018 the City of Abilene authorized a contract with Aclara Technologies, LLC, (Aclara) for the Water Meter Replacement and AMI Project Equipment and Technology Procurement, and the contract with Aclara was subsequently assigned to Pedal Valves; and

WHEREAS, the following list of change order documents must be approved by the Abilene City Council in order for the Texas Water Development Board to complete the close out of the project and provide the City of Abilene with the residual funds of the project loan:

CID-01 Change Order No. 4: Aclara Technologies, LLC, Contract Time Extension setting Final Completion Time of November 30, 2021,

CID-01 Change Order No. 5 Final: Aclara Technologies, LLC, Final Quantity Reconciliation reducing contract price from \$10,695,718.71 down to \$10,210,088.69,

CID-02 Change Order No. 5: Pedal Valves, Inc., Contract Time Extension setting Final Completion Time of November 30, 2021,

CID-02 Change Order No. 6 Final: Pedal Valves, Inc., Final Quantity Reconciliation reducing contract price from \$6,460,922.50 down to \$4,583,647.10; and

WHEREAS, City staff is recommending that the Abilene City Council authorize the change orders listed above effectively setting the project final completion date of November 30, 2021 and reducing the combined contract price for the project by \$2,362,905.42; and

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

That the City Manager is authorized to execute the four above described change order documents effectively setting the project completion date at November 30, 2021 and reducing the combined contract price for the project by \$2,362,905.42.

ADOPTED this 28th day of April, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

CID-02 CHANGE ORDER NO.: 5

Owner:	City of Abilene	Owner's Project No.:	AMI Project
Engineer:	Enprotec / Hibbs & Todd, Inc.	Engineer's Project No.:	6840
Contractor:	Pedal Valves, Inc.	Contractor's Project No.:	CID-02
Funding Agency:	Texas Water Development Board	TWDB CWSRF Project No.:	73769
Project Name:	Water Meter Replacement and AMI Project		
Contract Name:	Installation, Integration and Project Management		
Date Issued:	June 14, 2021	Effective Date of Change Order:	<u>Date of last signature.</u>

The Contract is modified as follows upon execution of this Change Order No. 5:

Description:

- Contract Time Extension.

Cost Impact:

- None

Contract Time Impact:

- Additional 198 Calendar Days to Final Completion.
 - Original Contract Dates:
 - Notice to Proceed Date: June 17, 2019
 - Substantial Completion Time: 700 Days (May 17, 2021)
 - Final Completion Time: 730 Days (June 16, 2021)
 - Contract Time Changes to Date:
 - None.
 - Revised Contract Dates with this Change Order:
 - Substantial Completion Time: 867 Days (October 31, 2021).
 - Final Completion Time: 897 Days (November 30, 2021).

Attachments:

- Attachment A – Contract Time Extension Support (4 Pages)

Recommended by Engineer		Accepted by Contractor	
By: <u>Joseph T. Mangrum</u>	By: <u></u>		
Title: <u>Project Engineer</u>	Title: <u>Jason Wilkie, VP of Operations</u>		
Date: <u>06/14/2021</u>	Date: <u>09/21/2021</u>		
Authorized by Owner		Approved by Funding Agency	
By: _____	By: _____		
Title: _____	Title: _____		
Date: _____	Date: _____		

Joe Mangrem

From: jasonw@pedalvalve.com
Sent: Wednesday, June 9, 2021 2:23 PM
To: Joe Mangrem; 'Roan Clement'
Cc: robbyg@pedalvalve.com; 'Chad Nuccio'; 'Donnie Matthews'; 'Andrew Wilkie'; 'Daniel Wilkerson'
Subject: Abilene Completion Schedule Extension Request
Attachments: PVI - Abilene Extension Summary 06-09-21.xlsx

Joe & Roan,

Please see attached updated schedule of remaining items. With this email, we are requesting a substantial completion date to be moved to **October 31, 2021**.

This will allow us ample time to get all the 1" meter issues addressed. As you know, these meters are spread out and not necessarily down the street like a typical installation sequence. Our original schedule had us completing ~85 meters per day over a 24 month schedule. This has us completing ~64 meters per day by comparison.

The attached excel spreadsheet will allow us to see how far ahead or behind we get weekly on the 1" meters. Please review the attached summary (tab 1) along with 1" schedule (tab 2) and large meter schedule (tab 3). Please let us know your thoughts on this once you have a chance to review the data.

Best Regards,

Jason Wilkie
PEDALVALVES™
13625 River Rd.
Luling, LA 70070
(o) 800.431.3668
(m) 504.382.1358
(f) 985.785.0082
jasonw@pedalvalve.com

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Abilene Schedule Summary
Pedal Valves, Inc.
6/9/2021

Original Substantial Completion Date	5/17/2021
Original Final Completion Date	6/17/2021

New Completion Date for 1" Meters	10/15/2021
New Completion Date for Large Meters	9/9/2021

Controlling Completion Date	10/15/2021
Requested Substantial Completion Date	10/31/2021
Requested Final Completion Date	11/30/2021

**Pedal Valves, Inc.
City of Abilene, TX
1" Metering Remediation Schedule**

1" Meters Installed by PVI	4491
1" Meters to Install by PVI	887
1" City Installed Meters	221

5599

Week	Week Start	Week End	Total Week Installs	Total Expected*	Above / (Behind) Total	Days
Week 1	6/13/2021	6/19/2021	0	320	(320)	5
Week 2	6/20/2021	6/26/2021	0	320	(640)	5
Week 3	6/27/2021	7/3/2021	0	320	(960)	5
Week 4	7/4/2021	7/10/2021	0	320	(1280)	5
Week 5	7/11/2021	7/17/2021	0	256	(1536)	4
Week 6	7/18/2021	7/24/2021	0	320	(1856)	5
Week 7	7/25/2021	7/31/2021	0	320	(2176)	5
Week 8	8/1/2021	8/7/2021	0	320	(2496)	5
Week 9	8/8/2021	8/14/2021	0	320	(2816)	5
Week 10	8/15/2021	8/21/2021	0	320	(3136)	5
Week 11	8/22/2021	8/28/2021	0	320	(3456)	5
Week 12	8/29/2021	9/4/2021	0	320	(3776)	5
Week 13	9/5/2021	9/11/2021	0	256	(4032)	4
Week 14	9/12/2021	9/18/2021	0	320	(4352)	5
Week 15	9/19/2021	9/25/2021	0	320	(4672)	5
Week 16	9/26/2021	10/2/2021	0	320	(4992)	5
Week 17	10/3/2021	10/9/2021	0	320	(5312)	5
Week 18	10/10/2021	10/16/2021	0	287	(5599)	5
Total Work Days						88

***Production is scheduled as 8 mechanics completing an average of 8 accounts per day for 5 days per week. Original 24 Month schedule was based on 10 accounts per day per mechanic on average.**

Completion of 1" Meters	10/15/2021
Substantial Completion Date	10/31/2021
Final Completion Date	11/30/2021

Pedal Valves, Inc.
City of Abilene, TX
3" & Above Meter Installation Schedule
As of 6/9/2021

Meter Shipments

Size	Type	QTY	Ship Date	Note
6"	M5000 MAG	16	6/9/21 (3), 7/6/21 (13)	
6"	Fire Service Compound	3	6/14/2021	
8"	Fire Service Compound	3	6/21/2021	
10"	Fire Service Compound	1	6/10/2021	

Remaining Meters to Install

Size	Type	QTY
3"	3" X 12" E-Series	6
4"	4" X 14" E-Series	6
6"	M5000 MAG	16
6"	Fire Service Compound	3
8"	M5000 MAG	3
8"	Fire Service Compound	3
10"	M5000 MAG	1
10"	Fire Service Compound	1

Latest Delivery Date	7/6/2021
13 Installations after 7/6/21*	9/9/2021

*Assumption 5 days for scheduling and installations per 6" Mag

CID-02 CHANGE ORDER NO.: 6 - FINAL

Owner: City of Abilene Owner's Project No.: AMI Project
 Engineer: Enprotec / Hibbs & Todd, Inc. Engineer's Project No.: 6840
 Contractor: Pedal Valves, Inc. Contractor's Project No.: **CID-02**
 Funding Agency: Texas Water Development Board TWDB CWSRF Project No.: 73769
 Project Name: Water Meter Replacement and AMI Project
 Contract Name: Installation, Integration and Project Management
 Date Issued: December 15, 2021 Effective Date of Change Order: Date of last signature.

The Contract is modified as follows upon execution of this Change Order No. 6 - FINAL:

Description:

- Final Quantity Reconciliation – See attached.

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 6,460,922.50	Substantial Completion: 700 Days
	Ready for final payment: 730 Days
Decrease from previously approved Change Orders No. 1 to No.5:	Increase from previously approved Change Orders No.1 to No. 5:
\$ 207,646.00	Substantial Completion: 198 Days
	Ready for final payment: 198 Days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 6,253,276.50	Substantial Completion: 867 Days
	Ready for final payment: 897 Days
Decrease this Change Order:	No Change this Change Order:
\$ 1,669,629.40	Substantial Completion: N/A
	Ready for final payment: N/A
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 4,583,647.10	Substantial Completion: 867 Days
	Ready for final payment: 897 Days

Attachments:

- Final Change Order Budget Impact – RFP #2.

Recommended by Engineer	Accepted by Contractor
By: <u>Joseph T. Mangrum</u>	By: <u>[Signature]</u>
Title: <u>Project Engineer</u>	Title: <u>Jason Wilkie, VP of Operations</u>
Date: <u>12/17/2021</u>	Date: <u>12/17/2021</u>
Authorized by Owner	Approved by Funding Agency
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Final Change Order for Abilene
12/6/2021

RFP#2						
Item	Description	Current Contract QTY	Final Contract QTY	Add/Deduct	Unit Cost	CO Extended
A.1	Mobilization, Bonding, & Insurance	1	1	0	\$500,000.00	\$0.00
A.2	5/8" Badger E-Series Water Meter & Aclara MTU Installation	28200	27939	-261	\$37.10	-\$9,683.10
A.2a	Aclara MTU Only Installation	4400	4743	343	\$22.50	\$7,717.50
A.2b	Sensus to Nicor Connectors	3000	3000	0	\$20.06	\$0.00
A.2b1	Sensus to Nicor Connectors	800	800	0	\$21.19	\$0.00
A.3	1" Badger E-Series Water Meter & Aclara MTU Installation	5450	5362	-88	\$37.10	-\$3,264.80
A.4	1.5" Badger E-Series Water Meter & Aclara MTU Installation	3400	3328	-72	\$298.00	-\$21,456.00
A.5	2" Badger E-Series Water Meter & Aclara MTU Installation	1050	1008	-42	\$367.00	-\$15,414.00
A.6	3" Badger E-Series Water Meter & Aclara MTU Installation	132	117	-15	\$534.00	-\$8,010.00
A.7	4" Badger E-Series Water Meter & Aclara MTU Installation	53	44	-9	\$535.00	-\$4,815.00
A.8	6" Badger Mag Meter & Aclara MTU Installation	25	17	-8	\$725.00	-\$5,800.00
A.9	8" Badger Mag Meter & Aclara MTU Installation	6	6	0	\$850.00	\$0.00
A.10	10" Badger Mag Meter & Aclara MTU Installation	2	2	0	\$1,300.00	\$0.00
A.12	5/8" Meter Stop Installation	6260	133	-6127	\$75.00	-\$459,525.00
A.13	1" Meter Stop Installation	1241	7	-1234	\$90.00	-\$111,060.00
A.14	1.5" Meter Stop Installation	140	3	-137	\$365.00	-\$50,005.00
A.15	2" Meter Stop Installation	93	2	-91	\$414.00	-\$37,674.00
A.16	3" Meter Stop Installation	18	0	-18	\$610.00	-\$10,980.00
A.17	4" Meter Stop Installation	8	0	-8	\$750.00	-\$6,000.00
A.18	6" Meter Stop Installation	4	0	-4	\$1,050.00	-\$4,200.00
A.19	8" Meter Stop Installation	1	0	-1	\$1,400.00	-\$1,400.00
A.20	10" Meter Stop Installation	1	0	-1	\$2,500.00	-\$2,500.00
A.22	Install Small Round Meter Box & Lid (34P-14)	2135	260	-1875	\$72.50	-\$135,937.50
A.23	Install Small Rectangular Box & Lid (1324-12)	2134	678	-1456	\$72.50	-\$105,560.00
A.24	Install Large Meter Box & Lid (1527-12)	380	285	-95	\$172.50	-\$16,387.50
A.25	Install Small Round Meter Lid	2135	600	-1535	\$30.00	-\$46,050.00
A.26	Install Small Rectangular Lid	2134	2000	-134	\$40.00	-\$5,360.00
A.27	Install Large Lid	670	610	-60	\$80.00	-\$4,800.00
A.28	Drill Small Meter Box Lid	41952	42380	428	\$5.00	\$2,140.00
A.29	Drill Large Meter Box Lid	246	186	-60	\$10.00	-\$600.00
A.30	Owner Allowance	\$675,020.00	\$0.00	-\$675,020.00		-\$675,020.00
A.31	Bonding	\$106,226.00	\$106,226.00	\$106,226.00		\$0.00
B.9	Furnish and Install 2 Wooden Poles	2	2	0	\$5,266.00	\$0.00
C.1	Project Management	\$10,561.00	\$10,561.00	\$10,561.00		\$0.00
AB.1	Scrap Credit for Removed Meters	41131	37823	-3308	-\$2.00	\$6,616.00
S	Supplementary Work	\$599,280.00	\$599,280.00	\$654,679.00		\$55,399.00

-\$1,669,629.40

CID-01 CHANGE ORDER NO.: 4

Owner:	City of Abilene	Owner's Project No.:	AMI Project
Engineer:	Enprotec / Hibbs & Todd, Inc.	Engineer's Project No.:	6840
Contractor:	Aclara Technologies, LLC	Contractor's Project No.:	CID-01
Funding Agency:	Texas Water Development Board	TWDB CWSRF Project No.:	73769
Project Name:	Water Meter Replacement and AMI Project		
Contract Name:	Equipment and Technology Procurement		
Date Issued:	June 14, 2021	Effective Date of Change Order:	<u>Date of last signature.</u>

The Contract is modified as follows upon execution of this Change Order No. 4:

Description:

- Contract Time Extension.

Cost Impact:

- None.

Contract Time Impact:

- Additional 198 Calendar Days to Final Completion.
 - Original Contract Dates:
 - Notice to Proceed Date: June 17, 2019
 - Substantial Completion Time: 700 Days (May 17, 2021)
 - Final Completion Time: 730 Days (June 16, 2021)
 - Contract Time Changes to Date:
 - None.
 - Revised Contract Dates with this Change Order:
 - Substantial Completion Time: 867 Days (October 31, 2021).
 - Final Completion Time: 897 Days (November 30, 2021).

Attachments:

- Attachment A – Contract Time Extension Support (4 Pages)

Recommended by Engineer		Accepted by Contractor	
By: <u>Joseph T. Mangrum</u>	By: <u></u>	DocuSigned by: <u>Kumi Premathilake</u>	
Title: <u>Project Engineer</u>	Title: <u>DVP AMI & Services</u>	<u>53474F8405C84F4...</u>	
Date: <u>06/14/2021</u>	Date: <u>11/4/2021</u>		
Authorized by Owner		Acknowledged by Contract Assignee	
By: _____	By: <u></u>		
Title: _____	Title: <u>Jason Wilkie, VP of Operations</u>		
Date: _____	Date: <u>09/21/2021</u>		
Approved by Funding Agency			
By: _____			
Title: _____	Date: _____		

Joe Mangrem

From: jasonw@pedalvalve.com
Sent: Wednesday, June 9, 2021 2:23 PM
To: Joe Mangrem; 'Roan Clement'
Cc: robbyg@pedalvalve.com; 'Chad Nuccio'; 'Donnie Matthews'; 'Andrew Wilkie'; 'Daniel Wilkerson'
Subject: Abilene Completion Schedule Extension Request
Attachments: PVI - Abilene Extension Summary 06-09-21.xlsx

Joe & Roan,

Please see attached updated schedule of remaining items. With this email, we are requesting a substantial completion date to be moved to **October 31, 2021**.

This will allow us ample time to get all the 1" meter issues addressed. As you know, these meters are spread out and not necessarily down the street like a typical installation sequence. Our original schedule had us completing ~85 meters per day over a 24 month schedule. This has us completing ~64 meters per day by comparison.

The attached excel spreadsheet will allow us to see how far ahead or behind we get weekly on the 1" meters. Please review the attached summary (tab 1) along with 1" schedule (tab 2) and large meter schedule (tab 3). Please let us know your thoughts on this once you have a chance to review the data.

Best Regards,

Jason Wilkie
PEDALVALVES™
13625 River Rd.
Luling, LA 70070
(o) 800.431.3668
(m) 504.382.1358
(f) 985.785.0082
jasonw@pedalvalve.com

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Abilene Schedule Summary
Pedal Valves, Inc.
6/9/2021

Original Substantial Completion Date	5/17/2021
Original Final Completion Date	6/17/2021

New Completion Date for 1" Meters	10/15/2021
New Completion Date for Large Meters	9/9/2021

Controlling Completion Date	10/15/2021
Requested Substantial Completion Date	10/31/2021
Requested Final Completion Date	11/30/2021

Pedal Valves, Inc.
City of Abilene, TX
1" Metering Remediation Schedule

1" Meters Installed by PVI	4491
1" Meters to Install by PVI	887
1" City Installed Meters	221

5599

Week	Week Start	Week End	Total Week Installs	Total Expected*	Above / (Behind) Total	Days
Week 1	6/13/2021	6/19/2021	0	320	(320)	5
Week 2	6/20/2021	6/26/2021	0	320	(640)	5
Week 3	6/27/2021	7/3/2021	0	320	(960)	5
Week 4	7/4/2021	7/10/2021	0	320	(1280)	5
Week 5	7/11/2021	7/17/2021	0	256	(1536)	4
Week 6	7/18/2021	7/24/2021	0	320	(1856)	5
Week 7	7/25/2021	7/31/2021	0	320	(2176)	5
Week 8	8/1/2021	8/7/2021	0	320	(2496)	5
Week 9	8/8/2021	8/14/2021	0	320	(2816)	5
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Week 11	8/22/2021	8/28/2021	0	320	(3456)	5
Week 12	8/29/2021	9/4/2021	0	320	(3776)	5
Week 13	9/5/2021	9/11/2021	0	256	(4032)	4
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Week 18	10/10/2021	10/16/2021	0	287	(5599)	5
Total Work Days						88

***Production is scheduled as 8 mechanics completing an average of 8 accounts per day for 5 days per week. Original 24 Month schedule was based on 10 accounts per day per mechanic on average.**

Completion of 1" Meters	10/15/2021
Substantial Completion Date	10/31/2021
Final Completion Date	11/30/2021

Pedal Valves, Inc.
City of Abilene, TX
3" & Above Meter Installation Schedule
As of 6/9/2021

Meter Shipments

Size	Type	QTY	Ship Date	Note
6"	M5000 MAG	16	6/9/21 (3), 7/6/21 (13)	
6"	Fire Service Compound	3	6/14/2021	
8"	Fire Service Compound	3	6/21/2021	
10"	Fire Service Compound	1	6/10/2021	

Remaining Meters to Install

Size	Type	QTY
3"	3" X 12" E-Series	6
4"	4" X 14" E-Series	6
6"	M5000 MAG	16
6"	Fire Service Compound	3
8"	M5000 MAG	3
8"	Fire Service Compound	3
10"	M5000 MAG	1
10"	Fire Service Compound	1

Latest Delivery Date	7/6/2021
13 Installations after 7/6/21*	9/9/2021

***Assumption 5 days for scheduling and installations per 6" Mag**

CID-01 CHANGE ORDER NO.: 5 - FINAL

Owner: City of Abilene Owner's Project No.: AMI Project
 Engineer: Enprotec / Hibbs & Todd, Inc. Engineer's Project No.: 6840
 Contractor: Aclara Technologies, LLC Contractor's Project No.: CID-01
 Funding Agency: Texas Water Development Board TWDB CWSRF Project No.: 73769
 Project Name: Water Meter Replacement and AMI Project
 Contract Name: Equipment and Technology Procurement
 Date Issued: March 04, 2022 Effective Date of Change Order: Date of last signature.

The Contract is modified as follows upon execution of this Change Order No. 5 - FINAL:

Description:

- Final Quantity Reconciliation – See attached

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 10,695,718.71	Substantial Completion: 700 Days
	Ready for final payment: 730 Days
Increase from previously approved Change Orders No. 1 to No. 4:	Increase from previously approved Change Orders No. 1 to No. 4:
\$ 207,646.00	Substantial Completion: 198 Days
	Ready for final payment: 198 Days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 10,903,364.71	Substantial Completion: 867 Days
	Ready for final payment: 897 Days
Decrease this Change Order:	No Change this Change Order:
\$ 693,276.02	Substantial Completion: N/A
	Ready for final payment: N/A
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 10,210,088.69	Substantial Completion: 867 Days
	Ready for final payment: 897 Days

Attachments:

- Final Change Order Budget Impact – RFP #1.

Recommended by Engineer

By: Joseph T. Mangrum

Title: Project Manager

Date: 03/04/2022

Authorized by Owner

By: _____

Title: _____

Date: _____

Approved by Funding Agency

By: _____

Title: _____

DocuSigned by: Accepted by Contractor

By: Kumi Premathilake

Title: DVP AMI & Services

Date: 4/11/2022

Acknowledged by Contract Assignee

By: [Signature]

Title: Jason Wilkie, VP of Operations

Date: 03/04/2022

Final Change Order for Abilene
3/1/2022

RFP#1				
Item	Description	Current Contract Amount	Final Contract Amount	Add/Deduct
A.1	5/8" Badger E-Series Water Meter & Aclara MTU	\$5,624,840.00	\$5,463,756.96	-\$161,083.04
A.1a	Aclara MTU Only with Nicor Ends	\$462,000.00	\$462,000.00	\$0.00
A.1b	Aclara MTU Only with Wired Ends	\$50,000.00	\$50,000.00	\$0.00
A.2	1" Badger E-Series Water Meter & Aclara MTU	\$1,260,457.50	\$1,212,745.68	-\$47,711.82
A.3	1.5" Badger E-Series Water Meter & Aclara MTU	\$1,631,118.50	\$1,520,845.70	-\$110,272.80
A.4	2" Badger E-Series Water Meter & Aclara MTU	\$628,079.50	\$598,866.50	-\$29,213.00
A.5	3" Badger E-Series Water Meter & Aclara MTU	\$201,132.36	\$171,521.86	-\$29,610.50
A.6	4" Badger E-Series Water Meter & Aclara MTU	\$97,867.68	\$76,867.23	-\$21,000.45
A.7	6" Badger Mag Meter & Aclara MTU	\$48,572.48	\$42,056.80	-\$6,515.68
A.7a	6" Badger Fire Service Compound & Aclara MTUs	\$30,369.00	\$29,739.00	-\$630.00
A.8	8" Badger Mag Meter & Aclara MTU	\$7,772.85	\$7,772.85	\$0.00
A.8a	8" Badger Fire Service Compound & Aclara MTUs	\$35,739.00	\$35,109.00	-\$630.00
A.9	10" Badger Mag Meter & Aclara MTU	\$2,957.26	\$2,957.26	\$0.00
A.9a	10" Badger Fire Service Compound & Aclara MTUs	\$17,172.00	\$16,962.00	-\$210.00
A.10	Owner Allowance	\$230,102.59	\$19,128.86	-\$210,973.73
B.1	Aclara Two-Way DCU	\$72,370.10	\$72,370.10	\$0.00
B.3	DCU Backhaul	\$3,168.00	\$2,904.00	-\$264.00
B.4	Aclara Field Programmer Kit & Tough Pad	\$23,715.00	\$23,715.00	\$0.00
B.5	Non-Hosted STAR MTU Programmer Software License	\$3,250.00	\$3,250.00	\$0.00
B.6	FCC Frequency License	\$400.00	\$400.00	\$0.00
B.7	Material Handling & Freight	\$108,546.00	\$108,546.00	\$0.00
B.8	Owner's Allowance for Incode Billing Services	\$25,000.00	\$25,000.00	\$0.00
C.1	Hosted AclaraONE MDM Annual Fee	\$48,216.00	\$48,216.00	\$0.00
C.2	Aclara ACE Customer Portal Annual Fee	\$68,161.00	\$0.00	-\$68,161.00
C.3	Hosted Aclara ONI Software Annual Fee	\$48,005.00	\$48,005.00	\$0.00
C.4	Aclara STAR MTU Programmer Annual Mtc Fee	\$650.00	\$650.00	\$0.00
CO1-1a	Unified Headend Set Up/Integration	\$7,700.00	\$7,700.00	\$0.00
CO1-1b	AclaraOne MDM Set Up/Integration	\$15,946.00	\$15,946.00	\$0.00
CO1-1c	ACE Customer Portal Set Up Integration	\$19,000.00	\$19,000.00	\$0.00
CO1-1d	ACE CSR Set Up/Integration	\$0.00	\$0.00	\$0.00
CO1-1e	ACE Notification Set Up/Integration	\$0.00	\$0.00	\$0.00
CO1-1f	Install Fixed Network DCU	\$44,056.89	\$44,056.89	\$0.00
CO1-2	Professional Services - Aclara	\$80,000.00	\$80,000.00	\$0.00
CO1-3	On-site Training 8-hour days	\$3,500.00	\$0.00	-\$3,500.00
CO1-4	Subsequent Training 8-hour days	\$3,500.00	\$0.00	-\$3,500.00

-\$693,276.02

Resolution Authorizing Change Orders with
Aclara Technologies, LLC and Pedal Valves Inc.
for the close out of the Project for the Acquisition
and Installation of Advanced Metering
Infrastructure and Smart Water Meters



On October 25, 2018 the Council authorized the Water Meter Replacement and AMI Project Installation, Integration, and Project Management contract with Pedal Valves, Inc.

- The original contract price is \$6,460,922.50.
- Change Orders No. 1, 2, 3, and 4 were made during the project to reassign tasks, adjust quantities, and make necessary work adjustments, and did not affect the project final completion date or final contract price.
- Change Order No. 5 makes a Contract Time Extension setting Final Completion Time of November 30, 2021.
- Change Order No. 6 Final provides for a Final Quantity Reconciliation reducing contract price to \$4,583,647.10.



On October 25, 2018 the Council authorized the Water Meter Replacement and AMI Project Equipment and Technology Procurement contract with Aclara Technologies, LLC.

- The contract with Aclara was subsequently assigned to Pedal Valves, Inc.
- The original contract price is \$10,695,718.71.
- Change Orders No. 1, 2, and 3 were made during the project to reassign tasks, adjust quantities, and make necessary work adjustments, and did not affect the project final completion date or final contract price.
- Change Order No. 4 makes a Contract Time Extension setting Final Completion Time of November 30, 2021.
- Change Order No. 5 Final provides for a Final Quantity Reconciliation reducing contract price to \$10,210,088.69.



- Aclara Technologies, LLC and Pedal Valves, Inc. did successfully complete the project by November 30, 2021.
- The City has an annual maintenance/service agreement with Aclara for continuing system support.
- The City's Water Distribution Division has taken ownership of the project and performs all routine field maintenance and repair activities, and the installations for new connections.



- The City's Customer Service Center operates and manages the automated water meter reading system which is integrated with the Incode Billing System and the Utility Customer Portal.
- The above listed change order documents must be approved by the Abilene City Council in order for the Texas Water Development Board to complete the close out of the project and provide the City of Abilene with the residual funds of the project loan.



Resolution Authorizing Change Orders with
Aclara Technologies, LLC and Pedal Valves Inc.
for the close out of the Project for the Acquisition
and Installation of Advanced Metering
Infrastructure and Smart Water Meters

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/28/2022

TO: Robert Hanna, City Manager

FROM: Bob von Wolffrad, Technical/Back up

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract Renewal for the City's Three-year Environmental Systems Research Institute, Inc. ("ESRI") Geographical Information System (GIS) and Mapping Software (*Bob von Wolffrad*)

GENERAL INFORMATION

Standard contract renewal.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

Allocated to department users through the technology fund plan, costs are approximately 10% higher than the previous 3-year agreement.

STAFF RECOMMENDATION

Approve.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 2022 Resolution - ESRI Contract Renewal-a
2. ESRI Quote Renewal-459916 (Abilene SGEA)
3. ESRI Contract Renewal #18 4-28-2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO RENEW THE ENTERPRISE LICENSE OF
ESRI ARCGIS .**

WHEREAS, Our existing contract is expiring for the City's three-year Environmental Systems Research Institute, Inc. ("ESRI") Geographical Information System (GIS) and mapping software;

WHEREAS, This contract renewal provides the City of Abilene continued access to an Enterprise License Agreement (ELA) with ESRI, Inc. ESRI software is the backbone of all of our Geographical Information Systems (GIS) functionality, including Law Enforcement and Dispatch (Spillman), Cartegraph (Public Works, Planning, Water, and more), as well as our GIS portal which is available to the community and citizens. This software is the industry's standard;

WHEREAS, The cost is \$82,500.00 a year, for 3 years, for a total contract amount of \$247,500.00;

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

Part 1: The City Council authorizes the City Manager to renew the contract and purchase an Enterprise License for ESRI ArcGIS.

Part 2: That this Resolution takes effect immediately upon its adoption.

ADOPTED this 28th day of April, 2022.

ATTEST:

Shawna Atkinson, Interim City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

December 17, 2021

Ed Boyle
City of Abilene
555 Walnut St
Abilene, TX 79601-5254

Dear Ed,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Eric Lomeli



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

Quotation # Q-459916

Date: March 4, 2022

Customer # 9850 Contract #

City of Abilene
GIS Dept
555 Walnut St
Abilene, TX 79601-5254

ATTENTION: Ed Boyle
PHONE: 3256766415
EMAIL: ed.boyle@abilenetx.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 12/17/2021 To: 6/15/2022

Material	Qty	Term	Unit Price	Total
168180	1	Year 1	\$82,500.00	\$82,500.00
Populations of 100,001 to 125,000 Small Government Term Enterprise License Agreement				
168180	1	Year 2	\$82,500.00	\$82,500.00
Populations of 100,001 to 125,000 Small Government Term Enterprise License Agreement				
168180	1	Year 3	\$82,500.00	\$82,500.00
Populations of 100,001 to 125,000 Small Government Term Enterprise License Agreement				

Subtotal: \$247,500.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$247,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Eric Lomeli

Email:

elomeli@esri.com

Phone:

(210) 499-1044 x8845

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-4)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 500 ArcGIS Online Viewers
 500 ArcGIS Online Creators
 62,500 ArcGIS Online Service Credits
 500 ArcGIS Enterprise Creators
 7 ArcGIS Insights in ArcGIS Enterprise
 7 ArcGIS Insights in ArcGIS Online
 100 ArcGIS Tracker for ArcGIS Enterprise
 100 ArcGIS Tracker for ArcGIS Online
 5 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 5 ArcGIS Utility Network User Type Extensions (Enterprise)
 5 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Resolution

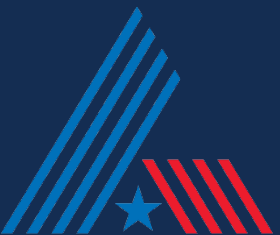


ESRI Contract Renewal April 2022

Contract renewal for the City's 3-year Environmental Systems Research Institute, Inc. ("ESRI") Geographical Information System (GIS) data and mapping software.

This contract renewal provides the City of Abilene continued access to an Enterprise License Agreement (ELA) with ESRI, Inc. ESRI software is the backbone of all of our Geographical Information Systems (GIS) functionality city-wide, including Law Enforcement and Dispatch (Spillman), Fire, EMS, Taylor County, Taylor County Assessor, County Commissioner, County Elections, Cartegraph (Public Works, Planning, Water, and more), as well as our GIS portal which is used by the community and citizens.

This software is the industry's standard. The cost is \$82,500.00 a year, for 3 years, for a total contract amount of \$247,500.00.



Critical systems & operations supported with our Enterprise License Agreement with ESRI

Environmental Systems Research Institute (ESRI) Product Usage



Computer Aided Dispatch (CAD) Support
EMS | Fire | Police



SOMA DISPATCH

New World (CAD) / SOMA Dispatch
Sheriff Office

**ABILENE-TAYLOR COUNTY 9-1-1
EMERGENCY COMMUNICATIONS DISTRICT**

BOARD OF MANAGERS - ABILENE, TEXAS

Cartegraph™

9-1-1 Addressing

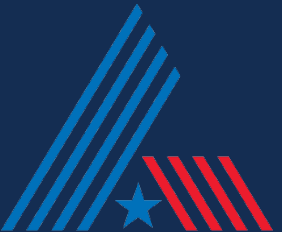
MYGOV | Vestmap Local | MSAG

Infrastructure Asset Management

Streets | Parks | Traffic | Water | Stormwater



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 4/28/2022

TO: Robert Hanna, City Manager

FROM: Cande Flores, Fire Chief

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action to Authorize the City Manager to Execute a Contract with Texas Fire Apparatus, LLC for the Purchase of One (1) Custom Built HazMat/Communication Apparatus with Updated Pricing and Specifications (Cande Flores)

GENERAL INFORMATION

The Fire Apparatus Replacement Plan called for the purchase of one (1) HazMat Response Vehicle in 2020. A presentation was made to City Council in November 2020.

This purchase was for one (1) custom built HazMat/Communication Apparatus, not including additional equipment and tools. The purchase is made through Texas Fire Apparatus and constructed by Emergency Vehicles Inc. of Lake Park, FL. The original presented cost of this vehicle was \$497,825.00 and this amount was approved by City Council.

SPECIAL CONSIDERATIONS

During the COVID-19 pandemic, supply chain issues affected all vehicle purchases including the AFD HazMat/Communications Apparatus. Rush Truck Center was unable to procure the original Peterbilt chassis and AFD's order was ultimately cancelled by the manufacturer.

Rush has contacted AFD and is seeking to prioritize our order by providing an upgraded Peterbilt chassis. This chassis also comes with a price increase of \$94,629.84 over the original amount and must be presented to City Council for approval.

This purchase will be made using Buy Board pricing. This option confirms best pricing.

FUNDING/FISCAL IMPACT

Funding for this apparatus is available through the Fire Apparatus Replacement Fund.

The updated total cost of this purchase is \$592,454.84.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution to authorize the City Manager to execute a contract with Texas Fire Apparatus, LLC for the purchase of one (1) custom built HazMat/Communication Apparatus.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution-HazMat-Communicatoin Apparatus Purchase
2. (1) Peterbilt 567 Fire Apparatus 4.18.22 BuyBoard (1)
3. Customer PRPSL-Peterbilt 567-Fire Apparatus-Abilene FD, City of-02-22-22
4. TFA HazMat Vehicle Update

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN TEXAS
FIRE APPARATUS, LLC AND THE CITY OF ABILENE, FOR THE PURCHASE OF
ONE (1) CUSTOM HAZMAT/COMMUNICATION APPARATUS.**

WHEREAS, in 2019, the Fire Apparatus Replacement Plan was updated to include AFD fleet replacements through the year 2040. This plan called for the purchase of one (1) HazMat Response Vehicle in 2020. This replacement plan was created to comply with recommendations outlined in NFPA Standard 1901 and to support the Class 1 Public Protection Classification (PPC) by the Insurance Service Office (ISO); and

WHEREAS, this purchase is for one (1) custom built HazMat/Communication Appartus, not including additional equipment and tools. The purchase will be made through Texas Fire Apparatus and constructed by Emergency Vehicles Inc. of Lake Park, FL. The total price for this apparatus is \$597,464.55; and

WHEREAS, the purchase will be made using Buy Board. This option confirms best pricing; and

WHEREAS, funding for this apparatus is available through the Fire Apparatus Replacement Fund.

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

Part 1: The City Manager is hereby authorized to execute a contract between Texas Fire Apparatus, LLC and the City of Abilene, for the purchase of one (1) custom HazMat/Communication Apparatus.

Part 2: This Resolution supersedes Resolution No. 212-2020, originally passed on November 5, 2020.

Part 3: This Resolution shall take effect immediately from and after passage.

ADOPTED and approved by the City Council on the 28th of April, 2022.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

APPROVED:

Stanley Smith
City Attorney



Rush Pblt Truck Centers (H600)
10200 North Loop East
Houston, Texas 77029

Stock

Justin Strother
Cell Phone:
Office Phone: 832-690-5044
Email: StrotherJ@rushenterprises.com

Stock Order

Vehicle Summary

Unit		Chassis	
Model:	Model 567	Fr Axle Load (lbs):	13220
Type:	Full Truck	Rr Axle Load (lbs):	21000
Description 1:	Fire Box Truck	G.C.W. (lbs):	50000
Description 2:			
Application		Road Conditions:	
Intended Serv.:	Emergency Vehicle/Fire Trk Non-Pumper	Class A (Highway)	100
Commodity:	Other Commodity	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:	Van	Wheelbase (in):	289
Length (ft):	26	Overhang (in):	77
Height (ft):	8	Fr Axle to BOC (in):	68.2
Max Laden Weight (lbs):	10000		
Trailer		Cab to Axle (in):	220.8
No. of Trailer Axles:	0	Cab to EOF (in):	297.8
Type:		Overall Comb. Length (in):	413.23
Length (ft):	0	Special Req.	
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: April1, 2022

100% Complete

Date: April 25, 2022

Deal: Fire Box Truck

Quote Number: QUO-914800-K7T4P9

Printed On: 4/25/2022 11:22:31 AM

Page 1 of 15

Rush Truck Centers of Texas, LP
QUO-914800-K7T4P9

Page 2 of 31
04/25/2022

Page 91 of 336



Std/ Opt	Description	Weight
Base Model		
S	Model 567 The Model 567 is available in both a set-forward and set-back front axle configuration to provide customers with maximum versatility for their application requirements. For weight-sensitive applications, the set-forward front axle provides optimized weight distribution and compliance with bridge laws. The Model 567 has steer axle ratings up to 22,000 lbs. The 567 also offers single, tandem or tridem drive axles and a variety of lift axles for added versatility. Available with a 115" or 121" BBC and as a day cab or with a selection of detachable sleeper configurations, the 567 is as versatile as it is reliable.	14,800
S	Other Commodity	0
O	Emergency Vehicle/Fire Trk Non-Pumper Truck or tractor used to respond to emergencies and rescue operations. Typically configured for rapid response and carry medical and other rescue equipment.	0
O	Van	0
S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration		
S	Not Applicable Secondary Manufacturer	0
Frame & Equipment		
O	10-5/8" Steel Rails 385-444" 10.625 x 3.45 x .313 Dimension, 1,776,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 14.8 cubic inches. Weight: 1.44 lbs/inch pair	392
O	Full Steel Inner Liner	835
O	Heavy-Duty Iron Front Spring Brackets With Front Air Leaf the front spring bracket is iron but not the shackle bracket	35
S	Aluminum Frame Rail Crossmembers Excludes suspension	0
O	End-of-Frame Xmbr Bolted IPO Huck Fastened	0
O	EOF Square with Steel Crossmember	43
O	Omit Rear Mudflaps and Hangers	-25
Front Axle & Equipment		

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Printed On: 4/25/2022 11:22:31 AM

Page 2 of 15

Rush Truck Centers of Texas, LP
QUO-914800-K7T4P9

Page 3 of 31
04/25/2022

Page 99 of 336



Std/ Opt	Description	Weight
O	Meritor MFS+14F 14,600 Lb, 3.5" Drop	-28
O	Taper Leaf Springs, Shocks 14,600 lb Hendrickson Taper Leaf Springs, shocks 14,6000 lb.	57
O	Power Steering Sheppard SD110 The SD110 power steering gear is a compact version of the M110 power steering gear. The SD110, working with a 185 bar pump is capable of steering vocational and heavy haul vehicles with front axle ratings of 13,200 to 16,000 lbs. in single gear applications.	44
S	Power Steering Reservoir Frame Mounted The power steering reservoir is a steering system that eases drivability by applying hydraulic pressure to the steering gear.	0
S	PHP10 Aluminum PreSet PLUS Hubs Air Disc PHP10 aluminum PreSet PLUS hubs air disc have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug, with a seal and bearings. Use with Front Axle.	0
O	Greasable Front Spring Pins	0
S	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	0
S	Tenneco Shocks For Steer Axle Integrated front suspension to suit heavy duty truck market, combining the air spring and the damper into one module.	0
O	Meritor Wide Track IPO Standard, Front Axle Meritor wide track front axle offers greater turning radius and ease of service. MFS+ 3.5" Drop / MFS 3.74" Drop. 71in KPI IPO 69in with MFS and MFS+ axles.	15
	80mm Front Spring Spacer Blocks	0
O	Pad Dust Shields for Air Disc Brakes; Front Axle Pad dust shields for air disc brakes can increase brake life. Brake dust shields reduce the buildup of road grime, extend brake system life and prevent premature failure.	2

Rear Axle & Equipment

O	Meritor RS21-160 21,000 lb Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-1,924
O	PHP10 Aluminum Preset PLUS Hubs - Air Disc	0
O	Pad Dust Shields for Air Disc Brakes,	0

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Printed On: 4/25/2022 11:22:31 AM

Page 3 of 15

Rush Truck Centers of Texas, LP
QUO-914800-K7T4P9

Page 4 of 31
04/25/2022

Page 92 of 336



Std/ Opt	Description	Weight
	Drive Axle(s)	
O	Bendix ESP Electronic Stability Program With ATC Truck, Fire Apparatus, Non Pumper-Rescue Unit. The Bendix ESP system is designed to continuously monitor a variety of vehicle parameters and sensors to determine if the vehicle is reaching a critical stability threshold. If such a situation develops, the system will quickly and automatically intervene to assist the driver by selectively applying tractor and trailer brakes, and de-throttling the engine.	0
O	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
O	Diff Lock, Single Drive Axle with Speed Interlock	30
O	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	-30
O	Omit SmarTire TirePressure Monitoring System Next Gen TPMS	0
S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
O	Air Disc Rear Brakes, Single Drive Axle	0
O	Ratio 4.89 Rear Axle	0
O	Peterbilt Air Trac 23,000 lb Light Weight	-325
O	Locate Single Leveling Valve Forward Drive Axle of Peterbilt Air Suspension (not avail with Low Air Leaf Susp or Low Low Air Leaf Susp)	0
O	Dash Mtd Dump Switch with Indicator Light Dash mounted dump switch with indicator light for suspension.	2

Engine & Equipment

O	PACCAR PX-9 380EV@2000 GOV@2200 1150@1200 Fire Service (2021 Emissions)	-907
	N21350 C121 68....Maximum Accelerator Pedal Ve N21370 C128 68....Maximum Cruise Speed (P059) N21460 C132 1400..Max PTO Speed (P046) N21520 C133 5.....Timer Setting (P030) N21610 C188 39....Low Ambient Temperature Thre N21620 C189 60....Intermediate Ambient Tempera	

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Quote Number: QUO-914800-K7T4P9

Printed On: 4/25/2022 11:22:31 AM

Page 4 of 15

Rush Truck Centers of Texas, LP
QUO-914800-K7T4P9

Page 5 of 31
04/25/2022

Page 04 of 336



Std/ Opt	Description	Weight
	N21630 C190 80....High Ambient Temperature Thr	
	N21550 C206 35....Engine Load Threshold (P516)	
	N21340 C209 120....Hard Maximum Speed Limit (P1	
	N21510 C225 YES...Enable Idle Shutdown Park Br	
	N21450 C231 NO....Gear Down Protection (P026)	
	N21570 C233 NO....Idle Shutdown Manual Overrul	
	N21440 C234 YES...Engine Protection Shutdown (	
	N21480 C238 NO....Auto Engine Brake in Cruise	
	N21470 C239 NO....Cruise Control Auto Resume (	
	N21430 C333 0.....Reserve Speed Limit Offset (	
	N21410 C334 0.....Maximum Cycle Distance (N202	
	N21590 C382 YES...Enable Hot Ambient Automatic	
	N21500 C395 0.....Expiration Distance (N209)	
	N21530 C396 YES...Enable Impending Shutdown Wa	
	N21540 C397 60....Timer For Impending Shutdown	
	N21320 C399 120....Standard Maximum Speed Limit	
	N21400 C400 252....Reserve Speed Function Reset	
	N21420 C401 10....Maximum Active Distance (N20	
	N21330 C402 0.....Expiration Distance (N207)	
S	VMUX Electronics Architecture	0
S	Engine Idle Shutdown Timer Enabled	0
O	Enable EIST Ambient Temp Overrule	0
	Eff EIST NA Expiration Miles	0
	Effective VSL Setting NA	0
O	Typical Operating Speed 68 MPH	0
O	Powertrain Optimized for Balance Best analysis for vehicles where service includes frequent start and stop cycles.	0
O	Decline Driver Performance Assistant	0
O	CARB Engine Idling Compliance DECLINED By Dealer/Customer	0
S	Engine Brake Controls Located on RH Column	0
O	Remote PTO/Throttle, 12-Pin Eng Bay Remote Control Provision	0
O	EPA Emission Warranty	0
O	320 Amp Alternator	15
O	PACCAR 12V Starter, N/A PACCAR MX Engines	0

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Printed On: 4/25/2022 11:22:31 AM

Page 5 of 15

Rush Truck Centers of Texas, LP
QUO-914800-K7T4P9

Page 6 of 31
04/25/2022



Std/ Opt	Description	Weight
	PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	
S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	4
S	Low Voltage Disconnect System	0
S	DM Advantage ON/OFF Fan Clutch Horton DM Advantage Two-Speed Fan Clutch On/Off for heavy-duty, medium-duty and a variety of off-highway equipment.	0
O	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	17
O	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0
O	Fuel Heat for Fuel Filter	0
O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	0
O	Engine Protection Shutdown w/ Label Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0
O	Ember Separator On Air Intake Designed to prevent embers in the atmosphere from entering the engine air intake and causing damage.	2
S	(1) Air Cleaner Firewall Mounted Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
S	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	0
O	Curved Tip Standpipe(s)	1

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Printed On: 4/25/2022 11:22:31 AM

Page 6 of 15

Rush Truck Centers of Texas, LP
QUO-914800-K7T4P9

Page 7 of 31
04/25/2022

Page 86 of 336



Std/ Opt	Description	Weight
O	Chrome Finish Over Elbows for Single Exhaust Requires stainless steel muffler guard/fairing (3381830), and Aftertreatment right-hand under cab.	7
O	18" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	-2

Transmission & Equipment

O	Allison 3000 EVS-P Transmission, Gen 5 Fire and Emergency Applications. Includes Rear Transmission Support except on MX engines, Mobil Delvac Automatic Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Forward ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65. Reverse ratios: DR-(5.03).	143
O	1760 HD Driveline, 3 Midship Bearings	270
O	Allison FuelSense 2.0 Not Desired	0
O	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0
O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0
O	Allison PTO Enable on Mode Button The PTO function C can be either on a remote wire, or mode button. It depends on the selected input/output package. This function is enabled with the MODE button. Enabling the function alerts the TCM that PTO operation has been requested by the operator. When the function is enabled and all of the required operating conditions exist, the TCM activates Output G: PTO Enable by switching power to wire 130. When this function is enabled, the TCM disables the variable modulated main pressure feature in the transmission, resulting in transmission operation at full main pressure. Required operating conditions for enabling this function are: throttle position is low, engine speed is within Customer Modifiable Constant limits, output speed is within Customer Modifiable Constant limits	0
O	Dash Mounted Push Button Shifter Available with Allison transmissions	0

Air & Trailer Equipment

S	Bendix AD-HF Air Dryer, Heater Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air	0
---	---	---

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Printed On: 4/25/2022 11:22:31 AM

Page 7 of 15

Rush Truck Centers of Texas, LP
QUO-914800-K7T4P9

Page 8 of 31
04/25/2022



Std/ Opt	Description	Weight
	dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	
O	Pull Cords All Air Tanks	1
S	Nylon Chassis Hose	0
O	Aluminum Painted Air Tanks All air tanks are aluminum with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	-45
O	Clear Outside Frame of All Air System Components LH BOC	0
O	Clear Outside Frame of All Air System Components RH BOC	0
O	Omit Standard Trailer Connection Package Omits 12' AE lines, hose tenna, hand valve	-28
O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	6

Tires & Wheels

O	FF: BR 16ply 11R22.5 R268 Ecopia Efficiency Rating: Poor R268 tread is not a Line Haul tire and is only for Pickup and Delivery or Regional use. Diameter = 41.5 inches; SLR = 19.3 inches	18
O	RR: BR 14ply 11R22.5 M726ELA Efficiency Rating: Poor Diameter= 42.2 inches; SLR= 19.6 inches	76
O	Code-rear Tire Qty 04	0
O	FF: Alcoa ULT397 22.5X8.25 High Polish Aluminum. Built for heavy-duty applications and are light weight. Available with polished and Dura-Bright finishes.	-56
O	RR: Alcoa ULT397 22.5X8.25 High Polish Aluminum. Built for heavy-duty applications and are light weight. Available with polished and Dura-Bright finishes.	-112
O	Code-rear Rim Qty 04	0
O	FF: Mirror Polish Wheels, Outer Surface Single/tandem steer. Mirror Polish outer surface of outer wheel. Without chrome wheel nuts.	0
O	RR: Mirror Polish Wheels, Outer Surface, Single	0

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Page 8 of 15

Rush Truck Centers of Texas, LP
QUO-914800-K7T4P9

Page 9 of 31
04/25/2022

Page 88 of 336



Std/ Opt	Description	Weight
	Drive without chrome wheel nuts. Mirror polish outer surface of outer wheel.	
O	FF: Dura-Bright Finish Outer Surface of Outer Wheel, requires Polished Option	0
O	RR: Dura-Bright Finish-Single Axle Outer Surface of Outer Wheel, requires Polished Option.	0

Fuel Tanks

O	26" Aluminum 50 Gallon Fuel Tank LH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	13
O	Location LH U/C 50 Gallon	0
O	DEF Tank Mounted LH Under Cab	0
O	DEF To Fuel Ratio 2:1 Or Greater	0
S	DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal	0
O	RH Tank None Furnished	-86

Battery Box & Bumper

O	Install Batteries On Temp Plywood Support BOC Includes maximum length battery cables allowable per engine manufacture requirements. Recommend three or more batteries for Class 8.	-37
S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0
O	Steel Bumper Swept Back Chromed, Without FEPTO Two tow points and step plates on top of bumper	40

Cab & Equipment

S	Vocational 115" BBC Alum Cab and Metton Hood SBFA Stainless crown and grille with tilt assist.	0
O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	2
S	No Sleeper Selected	0
O	Peterbilt NFPA Compliant Driver Seat Includes NFPA (National Fire Protection Association) compliant seat belt length.	0
O	Peterbilt NFPA Compliant Passenger Seat Includes NFPA compliant seat belt length.	0

Price Level: April1, 2022

100% Complete

Date: April 25, 2022

Deal: Fire Box Truck

Quote Number: QUO-914800-K7T4P9

Printed On: 4/25/2022 11:22:31 AM

Page 9 of 15

Rush Truck Centers of Texas, LP
QUO-914800-K7T4P9

Page 10 of 31
04/25/2022

Page 99 of 336



Std/ Opt	Description	Weight
O	Seat Belt Color Red IPO Standard Black	0
O	Seat Belt Sensor and Wiring - NFPA Compliant	0
O	Seat Occupancy Sensor and Wiring - NFPA Compliant	0
S	Air Ride Driver	0
S	High Back Driver	0
S	Vinyl Driver	0
O	Air Ride Passenger	0
S	High Back Passenger	0
S	Vinyl Passenger	0
S	Steering Wheel With Multi-Function Includes Peterbilt logo on horn button , audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	0
S	Adjustable Steering Column - Tilt/Telescope	0
S	Prestige Interior - Sterling Gray	0
O	Exterior Cab Entry Grabhandle Textured; NFPA compliant. Available on Day Cab specifications only.	6
S	Day Cab Rear Window Day cab rear window flush to back of cab.	0
O	Omit Day Cab Rear Window Requires day cab rear window option 7210540.	6
S	1-Piece Curved Windshield	0
S	Power Door Locks and Power Window Lifts Standard	0
S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
S	Aero Rear View Mirror Housing, Molded Black	0
O	Peterbilt Aero Rear View Mirror, Motorized Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	3
S	Look Down Mirror Over Passenger Door with Black Housing	0

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Printed On: 4/25/2022 11:22:31 AM

Page 10 of 15

Rush Truck Centers of Texas, LP
QUO-914800-K7T4P9

Page 11 of 31
04/25/2022

04/25/2022 11:33:36



Std/ Opt	Description	Weight
O	Air Horn None Furnished	-8
O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	10
O	Standard Speaker Package For Cab (2) Speakers	4
O	Radio Mute When In Reverse For automatic or automated transmission	0
O	Bluetooth Phone and Audio Requires USB Port	0
O	USB Port	0
S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine.	0
O	24 Months SmartLINQ Subscription PACCAR PX Engines.	0
S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
O	Auto Reset Circuit Protection Daycab and Sleeper	0
S	Solid Rear Day Cab Mounts	0
O	Backup Alarm Wiring To EOF	0
O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	0
S	Air Filter Restriction Pressure Gauge Located in Digital Cluster Display	0
S	Brake Application Air Pressure (Tractor) Located in Digital Cluster Display.	0
O	Increased Air Filter Full Indication For air filter restriction gauge	0
O	Switch To Deactivate ATC Traction Control	0

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Printed On: 4/25/2022 11:22:31 AM

Page 11 of 15

Rush Truck Centers of Texas, LP
QUO-914800-K7T4P9

Page 12 of 31
04/25/2022

Page 10 of 336



Std/ Opt	Description	Weight
	Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state.	
O	Engine Hourmeter Gauge Located in Digital Cluster Display	0
S	Engine Manifold Pressure (Turbo Boost) Located in Digital Cluster Display	0
S	Engine Percent Torque Located in Digital Cluster Display	0
O	Main Instrumentation Panel Digital Cluster 15" Display includes: Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, and Voltmeter.	0
O	Vehicle Data Recorder Wiring, Class One VDR wiring located behind the seat for a Class 1 module with breakout for the Class 1 seat belt warning components. It can be adapted to other VDRs by the body builder. Acceleration and deceleration will be calculated and recorded by the VDR. The body builder will be responsible to install the VDR.	2
S	Headlights Projector Module Pod Fender mounted turn signals, projector module low beam, complex reflector high beam, pod mounted	0
S	(5) Marker Lights, Aero LED On roof, visor, or fairing	0
S	Daytime Running Lights The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	0
O	Incandescent Square Stop/Turn/Tail/Backup Left-hand / right-hand square end of frame or dropped a-brace	9

Paint

S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - 7410EY RED N85500 CAB ROOF 7410EY RED N85300 FENDER 7410EY RED N85200 FRAME L0001EA BLACK N85400 HOOD TOP 7410EY RED	0
---	---	---

Shipping Destination

Options Not Subject To Discount

S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0
O	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0
O	5 Year Towing	0

Price Level: April1, 2022

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Quote Number: QUO-914800-K7T4P9

Printed On: 4/25/2022 11:22:31 AM

Page 12 of 15

Rush Truck Centers of Texas, LP
QUO-914800-K7T4P9

Page 13 of 31
04/25/2022



Std/ Opt	Description	Weight
O	Prepaid Freight Increase For 2022 Delivery	0
O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0
O	PDI At CVS Location	0
Miscellaneous		
S	Day Cab / Prestige Interior (DM)	0
O	State Registry: Texas	0
O	PACCAR 2021 PX-9 Protection Plan 1 5 Yrs/100K Mi (160,935 Km)	0
O	PACCAR 2021 PX-9 Aftertreatment Coverage (5/100) 5 Yrs/100K Mi (160,935 Km)	0
O	Basic Vehicle U.S. (5/100) 5 Years / 100,000 mi	0

Promotions

Order Comments

Total Weight

13,297

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from

Price Level: April 1, 2022

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Quote Number: QUO-914800-K7T4P9

Printed On: 4/25/2022 11:22:31 AM

Page 13 of 15

Rush Truck Centers of Texas, LP
QUO-914800-K7T4P9

Page 14 of 31
04/25/2022



the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Price Level: April1, 2022

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Date: April 25, 2022

Deal: Fire Box Truck

Quote Number: QUO-914800-K7T4P9

Printed On: 4/25/2022 11:22:31 AM

Page 14 of 15

Rush Truck Centers of Texas, LP
QUO-914800-K7T4P9

Page 15 of 31
04/25/2022



Shipping Destinations

Intermediate Destination: PDI At CVS

Final Destinations	Quantity
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Price Level: April1, 2022

100% Complete

Date: April 25, 2022

Deal: Fire Box Truck

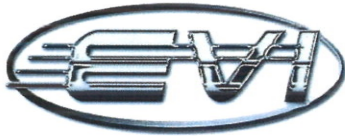
Quote Number: QUO-914800-K7T4P9

Printed On: 4/25/2022 11:22:31 AM

Page 15 of 15

Rush Truck Centers of Texas, LP
QUO-914800-K7T4P9

Page 16 of 31
04/25/2022



Emergency Vehicles, Inc.

Building Custom Emergency Vehicles Since 1971!

Team Approach | Value Engineering

Proposal

To: _____
 Rush Truck Center _____
 10200 North Loop East _____
 Houston, Texas 77029 _____

Date: April 25, 2022
 Quote No.: ABILENE TX-0001
 Submitted By: Lee Potter, Regional Sales Manager
 Authorized By: [Signature]

We hereby propose to furnish to you the following unit(s) and equipment to be built in accordance with the attached specifications. Acceptance of this proposal shall be deemed as approved of all terms herein. We reserve the right to withdraw this proposal if not accepted within 30 days from the above date.

Qty.	Description	Unit Price	Extension
1	EVI 25-Ft HazMat Unit on Customer Furnished Peterbilt Chassis	\$ 431,050.00	\$ 431,050.00
		Sub-Total	\$ 431,050.00
		Taxes	.00
		TOTAL	\$ 431,050.00

F.O.B. ABILENE, TEXAS

Terms of Payment: Payable upon delivery and/or acceptance

- Late Payment Charges: 18% APR or maximum legal finance charge starts 30 days from date of completion.
- Certificate of Origin (*if applicable*) will be issued upon receipt of payment in full.

DELIVERY SCHEDULE: The HazMat Vehicle shall be completed approximately 140-160 working days from receipt of chassis and approved construction drawings at the Company's factory location in Palm Beach County, Florida.

WARRANTY: Company warrants the new emergency vehicle against defective workmanship and materials. See attached warranty statements for specific coverage and procedure.

CONTINGENCIES: Company shall have no liability to Buyer for any loss or damage arising directly or indirectly from any delay in delivery due to strikes, inability to obtain materials, fires, accidents, or any other cause beyond the Company's control.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: Company expressly disclaims any liability for consequential or incidental damages which may be sustained by Buyer, including but not limited to those arising from the use, inability to use, maintenance or repair of the emergency vehicle, whether under theories of breach of expressed or implied warranty, negligence, strict liability or otherwise.

CANCELLATION: This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit.

LIQUIDATION DAMAGES: Buyer and Seller agree that if the Buyer requests the work on the vehicle to be temporarily halted or suspended, for any reason that damages would be difficult to ascertain. Therefore, the parties agree to liquidated damages of \$100.00 per day to compensate the Company for expenses, damages and administration.

SEVERABILITY: If any part hereof is contrary to, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect so far as possible.

CHOICE OF LAWS: This proposal shall be construed according to the Laws of the State of Florida. The parties agree that all actions leading up to the formation and execution of this contract occurred with the State of Florida, and that venue for any dispute shall be Palm Beach County, Florida.

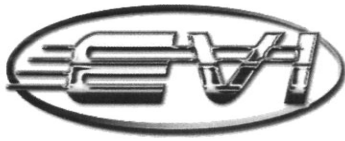
PERFORMANCE BOND: When required, the performance bond shall guarantee performance to the attached specifications and shall remain in effect for a period not exceeding one (1) year after the apparatus is completed and accepted by the Buyer.

Agreed and Accepted By: _____ Dated: _____

Printed Name / Title: _____

705 13th Street | Lake Park, FL 33403-2303

Tel: 800-848-6652 | Fax: 561-848-6658 | sales@evi-fl.com | www.evi-fl.com



Emergency Vehicles, Inc.

Building Custom Emergency Vehicles Since 1971!

Team Approach | Value Engineering

Proposal Notes - Texas

1. EVI is a manufacturer of specialty vehicles in the state of Florida. EVI is licensed as a converter in the state of Texas. EVI is NOT licensed to sell a complete franchised motor vehicle in the state of Texas.
2. EVI is offering to manufacture and install a custom designed modular body onto your cab-chassis meeting Abilene Fire Department specifications at our facility in Lake Park, FL.
3. EVI Responsibilities: EVI will put together a Formal Proposal to you. This proposal will include the departments requirements such as: Pre-Con Inspection, Dealer Preparation, Detailing, Delivery, etc.
4. Rush Truck Center Responsibilities:
 - a) Add your chassis price and other charges, complete the Formal Proposal package and submit to the purchasing entity.
 - b) Upon receiving the purchasing entity's Purchase Order (PO), send EVI a copy of their PO to you, and your PO to EVI, along with the signed EVI proposal. EVI will then coordinate all correspondence with the fire department, keeping you in the loop.
 - c) All communications between Rush Truck Center and EVI will be directed to Lee@evi-fl.com and c.c. sales@evi-fl.com.

705 13th Street | Lake Park, FL 33403-2303

Tel: 800-848-6652 | Fax: 561-848-6658 | sales@evi-fl.com | www.evi-fl.com

Rush Truck Centers of Texas, LP
QUO-914800-K7T4P9

Page 18 of 31
04/25/2022

QUOTATION

Emergency Vehicles, Inc. (EVI)

Abilene Fire Department
Chief Cande Flores
250 Grape Street
Abilene, TX 79601
(325) 676-6676

Quote No: ABILENE_TX-0001
04/25/2022

Page 1

PART NO	QTY	DESCRIPTION
	1	== PETERBILT 567 2-DOOR CHASSIS ==
AG-02-0188	1	2023 PETERBILT 567 2-DOOR, SINGLE AXLE CHASSIS ** Per Attached Specifications + Provided By Rush TRuck Center **
	1	== 25FT CREW WALK-IN HAZ-MAT ==
BA-00-0000	1	CHASSIS PREPARATION - GENERAL 01.28.22
BA-00-0030	1	TRANSMISSION INTERLOCK SYSTEM Note: -- To prevent the vehicle from going into gear with the following deployed: -- Awning is deployed -- Leveling system deployed -- To include a hidden override switch under the cab hood
BA-02-4010	1	TIRE PRESSURE INDICATOR(S)
BB-00-0000	1	CHASSIS FRAME RAIL PREPARATION
BB-20-0000	1	QUADRA MFG. BIG FOOT #QE-2 VEHICLE LEVELING SYSTEM Includes: -- Warning light in cab Foot Pad: -- 14" O.D. x 3/8"
IC-00-2000	1	-- LEVELING SYSTEM VISUAL & AUDIBLE ALARM
BB-70-0005	1	RELOCATION OF COMMERCIAL CHASSIS BATTERIES - BODY Location: -- Compartment #1, on a slide-out tray
BC-50-0000	1	DIAMOND PLATE FUEL TANK COVER - LH -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
BC-60-0010	1	DIAMOND PLATE CAB STEP - RH -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
BF-05-0500	1	REAR STEP AND BUMPER ASSEMBLY -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
BG-00-1000	1	PAIR REAR BLACK RUBBER WHEEL MUD FLAPS
BG-08-4010	1	PAIR TOW RING 3/4" PAINTED STEEL PLATE - BLACK
BH-06-0500	1	SET CHROME HUBS & NUTS W/ AIR INFLATION & WRENCH KIT - 19.5" MED/ 22.5" HVY DUTY
BI-00-0100	1	HEAVY DUTY TRAILER HITCH Rating:

PART NO	QTY	DESCRIPTION
		-- 10,000 lbs. towing capacity (1,000 lb. tongue weight) -- Includes safety chain loops
BI-05-0500	1	ELECTRIC BRAKE CONTROLLER
CO-01-0000	1	ALL ALUMINUM MODULAR BODY
CA-25-HMCV	1	MODULE BODY PACKAGE; 25-FT HAZ-MAT/COMMAND
CB-10-3000	1	-- MODULE BODY LENGTH - 300" O.D.
CB-20-9201	1	-- MODULE BODY WIDTH - 100" O.D.
CB-30-6200	1	-- MODULE BODY COMPARTMENT HEIGHTS - 17" 19" 41" 72"
CB-35-7200	1	-- MODULE BODY HEADROOM (WALK-IN) - 82"
CB-40-1000	1	-- MODULE FRONT WALL - SMOOTH PAINTED
CB-75-0000	1	-- SET STONE GUARDS
CB-50-0000	1	-- DIAMOND PLATE MODULE ROOF
CB-59-9999	1	-- EXTERIOR SHEETING
CB-60-0000	1	-- EXTERIOR SHEETING - 1/8" THICKNESS
CB-70-0000	1	-- SET ROUNDED BODY VERTICAL CORNERS
CB-80-0000	1	-- DRIP RAIL PACKAGE
CC-50-0500	1	-- PAIR PAINTED EXTERIOR WHEELWELL PANELS
CC-60-0000	1	-- REAR DIAMOND PLATE KICK PANEL
CC-00-1500	1	DUAL REAR ENTRY DOORS WITH #400 LATCHES
CC-00-5600	2	-- ENTRY DOOR PADDLE HANDLE STAINLESS STEEL (S)
CE-01-022E	2	-- 12"W X 22"H ENTRY DOOR SLIDING WINDOW(S)
CC-00-3501	1	SIDE ENTRY DOOR(S) WITH #400 LATCH
CC-00-5600	1	-- ENTRY DOOR PADDLE HANDLE STAINLESS STEEL (S)
CE-01-022A	1	-- 18"W X 22"H ENTRY DOOR SLIDING WINDOW(S)
CC-05-0006	3	MODULE ENTRY DOOR GRAB RAIL(S) KNURLED ONE-PIECE - STAINLESS STEEL Location: -- Inside of each entry door -- To be V-shaped and rear grab rails to be smaller due to double doors
CC-05-0025	1	PADDED HEAD PROTECTOR(S) - CORDURA Location: -- Leading lower edge of overhead cabinets in slide-out room
CC-20-1500	1	STEPWELL WITH INTERMEDIATE STEP -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
CC-60-0200	1	LICENSE PLATE HOUSING W/ LED LIGHT
CC-71-0100	1	LOWER BODY RUB RAILS - "C" CHANNEL Stripe Color: -- Black
CC-90-0051	1	PAIR 51" SS REAR WHEEL FENDERETTES
CD-40-K01M	2	KNURLED GRAB RAIL(S) - MEDIUM Location: -- (1) On curbside of body, next to side entry door -- (1) On interior of body, by side entry door
CD-60-0103	1	MANUAL PULL-OUT/DROP-DOWN STEP - SIDE ENTRY -- Includes warning light within the cab
CD-60-0115	1	MANUAL FOLD-DOWN / DROP-DOWN STEP(S) - COMPARTMENT MOUNTED Location: -- Compartment #8

PART NO	QTY	DESCRIPTION
CE-01-022D	1	18"W X 22"H ENTRY DOOR SOLID LOWER WINDOW(S)
CE-01-2040	1	40"W X 20"H SLIDING WINDOW(S)
CE-01-2060	1	60"W X 20"H SLIDING WINDOW(S)
CF-90-0270	1	GIRARD G2000 ELECTRIC ACRYLIC AWNING 120V UP TO 23-FT Canvas Color / Material: -- Cadet Gray / custom acrylic firesist fabric type Location: -- Curbside of body Note: -- To include LED lights on the lead rail Case Cover: -- Black
CF-90-0300	1	-- GIRARD #98003528-23 G-LITE LED LIGHT OPTION FOR AWNING
CF-90-0325	1	-- G-LINK 1 AWNING - 120V MTR - ASSEMBLY W/ 12V MOTION SENSOR, REMOTE & WALL SW
CF-90-0330	1	-- GIRARD FIRESIST OPTION - FIRE RESISTANT FABRIC
CF-98-0093	1	CAREFREE #SOKIII SLIDE-OUT ROOM VINYL AWNING(S) Canvas Color / Material: -- Cadet Gray / custom acrylic firesist fabric type Case Cover: -- Black
CG-70-1000	2	ZICO #SAC-44-E COLLAPSIBLE WHEEL CHOC(S)
CG-70-1100	2	-- ZICO #SQCH-44-H HORIZONTAL FOLDING CHOC HOLDER(S)
CJ-00-0100	1	BODY INSTALLATION
CJ-02-0001	1	SLIDE-OUT ROOM(S) Location: -- Front streetside of body Extension: -- 30"
DA-40-010A	10	3/16" EXTERIOR COMPARTMENTS - DIAMOND PLATE Compartment Floors: -- 3/16" (.188") thick brushed aluminum
DA-40-0110	4	-- 3/16" EXTERIOR COMPARTMENTS (REG) - DIAMOND PLATE Location: -- Compartment #3, #8, #9 and #10
DA-40-0112	6	-- 3/16" EXTERIOR COMPARTMENTS (LG) - DIAMOND PLATE Location: -- Compartment #1, #2, #4, #5, #6 and #7
DA-71-0000	4	COMPARTMENT DOOR CONSTRUCTION CONVENTIONAL
DA-71-000R	6	COMPARTMENT DOOR CONSTRUCTION ROLL-UP
DA-71-034L	4	DROP-DOWN COMPARTMENT DOOR(S) - NON-LOCKING Location: Compartments #1, #2, #9 and #10
DA-73-0501	4	-- COMPARTMENT DOOR D-RING HANDLE STAINLESS STEEL(S) -- To be non-locking D-Ring handles

PART NO	QTY	DESCRIPTION
DA-72-0001	1	ALUMINUM DOOR MANUFACTURER - ROBINSON
DA-72-2LPN	6	ALUMINUM "PAINTED" ROLL-UP COMPARTMENT DOOR(S)- NON-LOCKING (LRG) Location: -- Compartments #3, #4, #5, #6, #7 and #8
DA-76-0210	6	ROLL-UP DOOR COIL SHIELD - DIAMOND PLATE Location: -- For all roll-up doors
DA-97-1500	4	COMPARTMENT MODIFICATION - FOR INSIDE USE Location: -- Compartments #3, #5, #6 and #8
DB-00-0200	7	EXTERIOR COMPARTMENT (REG) SHELF TRACKS Location: -- (1) set in compartments #3, #4, #5, #7 and #8 -- (2) sets in compartment #6
DB-00-1000	10	3/16" (.188") EXTERIOR COMPARTMENT SHELVES (REG) - ADJUSTABLE Location: -- (1) in compartments #3, #4 and #7 -- (2) in compartments #5 and #6 -- (3) in compartment #8
DB-31-2500	1	.188" ALUMINUM VERTICAL COMPARTMENT DIVIDER(S) - (REG) Location: -- Compartment #6
DB-35-0017	2	SLIDE-OUT TOOL BOARD(S) - 100% EXTENSION HEAVY-DUTY - SMALL
DB-35-011D	2	-- 3/16" DUAL ALUMINUM PLATE - SMOOTH HEAVY DUTY - SMALL Location: -- (2) in compartment #6 (adjustable - side to side) -- To be 1" framed tool boards w/3/16" skins
DB-54-0000	10	4" DIAMETER COMPARTMENT VENT(S) Location: -- (1) in each compartment
DB-55-1000	11	TURTLE TILE COVERING FOR COMPARTMENT FLOORS Color: -- Black -- Includes rear interior storage cabinets -- To include ramp edge on outer edge of compartments
DB-55-1100	22	TURTLE TILE COVERING FOR COMPARTMENT SHELVES/TRAYS Color: -- Black -- Includes shelves in rear interior storage cabinets
DB-55-1101	22	-- REGULAR UP TO 25" DEEP

PART NO	QTY	DESCRIPTION
DE-00-0000	1	LINK MFG. ALUMINUM BI-FOLD RAMP Location: -- Rear interior of body Model #: -- LB20-30-126SA
DE-00-0010	1	-- LINK MFG. RAMP SPRING ASSIST W/WHEEL KIT
DF-03-1024	1	SLIDE-MASTER ROLL-OUT TRAY/STEEL SLIDES: Up to 24" Deep - 600# w/100% Extension Location: -- Compartment #5 Depth: -- 25"
DF-20-0032	1	-- IMS PUSH/PULL LOCK - 3-RAIL (100% EXTENSION)
DF-28-0048	1	-- BLACK POWDER COATED SLIDES (3-RAIL)
DG-00-0024	5	ROLL-OUT EQUIPMENT TRAY(S) - 24" Location: -- (1) in compartment #1, #2, #6, #9 and #10 Type Slides: -- Accuride Manufacturing - 400 lbs. w/lock-in/lock-out feature
FA-02-0100	1	EXTERIOR MODULAR BODY PAINTED POLYURETHANE Color: -- Red Code: -- Pierce #90 -- To match Peterbilt chassis
FA-10-1MY2	1	PARTIAL EXTERIOR CAB PAINTED FROM WINDSHIELD UP (2-DOOR) Color: -- Storm Gray - Upper area on cab Code: -- B9885EW
FD-02-0100	1	BODY UNDERCOATING
FF-04-0100	4	SCOTCHLITE STRIPE OFFSET / DIRECTIONAL CHANGE (EACH)
FF-04-0101	6	SCOTCHLITE REFLECTIVE STRIPING - ROLL-UP DOOR INSTALL (EACH)
FF-04-060A	80	FEET OF 6" SCOTCHLITE REFLECTIVE STRIPE Color: -- Black
FF-20-0505	36	(SQ. FT.) 3M #983 DIAMOND GRADE REFLECTIVE CHEVRON STRIPING -- To include 6" high across front and rear sides of slide-out room Colors: -- Red and lime green
FG-20-0001	1	IMITATION GOLD LEAF + SCOTCHLITE REFLECTIVE LETTERING PACKAGE Color: -- To be determined *Graphics to come from Main Street Graphics, Arlington, TX
FH-06-2010	1	CUSTOM EMBLEM PACKAGE -- Three (3) custom door emblems

PART NO	QTY	DESCRIPTION
FH-20-0006	7	REFLECTIVE CHEVRON MARKINGS Color: -- Red/Lime Green Locations: -- Front and sides of all slide-out trays and tool boards
FH-20-0015	3	INTERIOR CAB/CREW DOOR REFLECTIVE MATERIAL ON ALUMINUM PLATE Color: -- Red/Lime Green
GA-CV-2000	1	INTERIOR PACKAGE / COMMAND AREA - 296"
GB-00-005A	1	-- MODULAR BODY POLYSTYRENE INSULATION
GB-10-005A	1	-- MODULAR BODY INSULATED ALUMINUM SUB-FLOOR
GB-10-026F	1	-- LONSEAL VINYL FINISH FLOOR - COIN DESIGN
GB-12-005B	1	-- AISLE WALLS - ALUMINUM DIAMOND PLATE Location: -- Rear storage area below upper storage cabinets
GB-13-005A	1	-- UPPER INTERIOR WALLS - FIBERGLASS REINFORCED PLASTIC
GB-14-005A	1	-- INTERIOR DECK AREA - FIBERGLASS REINFORCED PLASTIC
GB-16-005A	1	-- INTERIOR CEILING - EMBOSSED FIBERGLASS REINFORCED PLASTIC (WHITE)
HB-02-1300	1	OVERHEAD HINGED RADIO CONSOLE(S) Location: -- Under overhead cabinet by front curbside workstations - left side
HB-03-0205	6	HEAVY DUTY INTERIOR CABINET SHELF TRACKS Location: -- (1) set in each rear storage cabinet
HB-03-0305	6	3/16" (.188") ADJUSTABLE SHELVES FOR INTERIOR CABINET(S) Location: -- (1) in each rear storage cabinet
HB-07-001S	1	OVERHEAD STORAGE CABINET(S) - ALUMINUM UP TO 24" WIDE Location: -- Over small storage cabinet for refrigerator
HB-07-002M	4	OVERHEAD STORAGE CABINET(S) - ALUMINUM UP TO 48" WIDE Location: -- (2) on curbside wall on interior of body, above front workstations -- (2) in streetside slide-out, above squad bench
HB-12-001S	1	SMALL STORAGE CABINET(S) - ALUMINUM Location: -- Curbside interior of body, for refrigerator
HB-12-003L	6	LARGE STORAGE CABINET(S) - ALUMINUM Location: -- (3) rear streetside and (3) rear curbside on interior of body, above exterior compartments

PART NO	QTY	DESCRIPTION
HB-32-0510	2	BELOW CONFERENCE TABLE KEYBOARD DRAWER(S) ALUMINUM Location: -- Under front workstations
HC-09-001S	1	PORCELAIN MAGNETIC DRY/ERASE LOCKING DOOR FOR CABINETS/CLOSETS - SM Location: -- For small overhead cabinet, curbside interior of body
HC-09-002M	4	PORCELAIN MAGNETIC DRY/ERASE LOCKING DOOR FOR CABINETS/CLOSETS - MED Location: -- For medium overhead cabinets, streetside and curbside interior of body
HC-16-003L	6	NETTING FOR CABINETS/CLOSETS - LG Location: -- (1) for each large rear storage cabinet, on interior of body -- To be provided with heavy duty seat belt buckle assemblies and drop-down
HC-30-0100	5	SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HD-00-0S0C	1	SQUAD BENCH WITH LIFT-UP LIDS - CORDURA Seating Capacity: -- Four (4)
HD-01-1M0C	4	SQUAD BENCH BACKREST CUSHIONS - CORDURA
HD-01-2L0C	1	SQUAD BENCH BACKREST CUSHIONS - CORDURA
HD-03-1500	2	SQUAD BENCH HOLD-OPEN DEVICES
HD-12-S10C	4	FOLD-UP INDIVIDUAL SEAT(S) WITH SPRING LOADED SEAT IRONS Location: -- Along rear interior streetside aisle walls
HF-12-0207	1	PORCELAIN STEEL MAGNETIC DRY/ERASE BOARD(S) - (L) Location: -- Front wall on interior of body
HG-04-005B	2	MEDIUM WORK STATION(S) UP TO 48" WIDE Location: -- (2) on the curbside front wall on the interior of the body
HG-10-0215	2	BOSS MESH ARMLESS TASK CHAIR WITH BUNGEE MOUNT(S)
HG-15-002M	1	REMOVABLE TABLE
HG-15-0250	1	REMOVABLE TABLE STORAGE
HG-17-0500	30	CORIAN COUNTER TOP UPGRADE - SQ FT
HJ-05-0120	1	FRIGIDAIRE 3.3 CU.FT. STAINLESS STEEL MINI-FRIDGE Location: -- In small storage cabinet, curbside interior of body
HK-00-0026	2	VIZIO 32" HDTV/SMART MONITOR TV DISPLAY Model #: -- D32F-G1 (or equivalent)
HK-00-0255	2	PEERLESS #SF640P SMARTMOUNT UNIVERSAL FLAT WALL MOUNT 32" - 50" DISPLAY Location:

PART NO	QTY	DESCRIPTION
		-- Both on front wall on interior of body
HL-SP-0001	1	DAVIS INSTRUMENTS #6120 VANTAGE VIEW + WEATHERLINK WIRELESS WEATHER STATION > Customer will install <
IA-05-2L00	1	12 VOLT ELECTRICAL SYSTEM
IA-06-1000	1	DRIVER'S CONSOLE - FLOOR MOUNT -- To be custom fabricated out of aluminum and Raptor coated black
IA-06-3000	1	SWITCH CONSOLE - MODULE
IA-06-9500	5	SOUTHCO #C2-32-25-3 KEYLOCK THUMB LATCH FOR CONSOLE DOOR(S) Location: -- Module switch panel, near side entry door of body
IA-10-0500	1	SWITCH LABEL PACKAGE
IA-10-1200	1	I.C.C. MARKER LIGHT/REFLECTOR PACKAGE - LED
IA-11-0200	2	TECNIQ #S33-RR00-1 RED LED MARKER LIGHT(S) FOR SLIDE-OUT ROOM(S)
IA-12-0552	2	WHELEN #60CREGCS RED/WHITE LED UNDER CABINET LIGHT(S) W/SWITCH Location: -- Under curbside overhead cabinets
IA-12-0560	1	WHELEN #60CREGCS RED/WHITE LED CAB DOME LIGHT(S) W/SWITCH
IA-12-0608	14	WHELEN #80CREHCR WHITE AND RED LED INTERIOR DOME LIGHT(S) Location: -- Interior ceiling
IA-12-1500	2	TECNIQ #E03-W000-1 EON LINEAR LED ILLUMINATION LIGHT(S) Location: -- To illuminate rear step Note: -- Lights to come on automatically whenever the parking brake is set, not to be switched from switch console
IA-12-1501	2	-- TECNIQ #E03-0SH0-1 EON LINEAR HORIZONTAL SS HOUSING & GASKET #E03-00HG-1
IA-12-1530	2	
		TECNIQ #D07-W000-1 LED ILLUMINATION LIGHT(S) + #D07-0S45-1 S.S. 45 DEGREE CASE Location: -- To illuminate cab steps Note: -- Lights to come on automatically whenever the parking brake is set, not to be switched from switch console
IA-12-1671	8	AMDOR #AY-LB-12HW012 LUMABAR H20 LED ILLUMINATION LIGHT(S) Note: -- Ground lights to come on automatically whenever the parking brake is set and to be switched from switch console
IA-12-1825	10	HANSEN #LED10WH12V-25 25"LED COMPARTMENT STRIP LIGHT(S) Location: -- Compartments #4, #7 and interior compartments -- Exterior compartment lights to come on automatically whenever the compartment doors are opened (not to be switched from the switch console)

PART NO	QTY	DESCRIPTION
IA-12-1849	4	HANSEN #LED10WH12V-49 49"LED COMPARTMENT STRIP LIGHT(S) Location: -- Compartments #1, #2, #9 and #10 -- Exterior compartment lights to come on automatically whenever the compartment doors are opened (not to be switched from the switch console)
IA-12-1854	8	HANSEN #LED10WH12V-54 54"LED COMPARTMENT STRIP LIGHT(S) Location: -- Compartments #3, #5, #6 and #8 -- Exterior compartment lights to come on automatically whenever the compartment doors are opened (not to be switched from the switch console)
IA-12-3205	12	"DOOR OPEN" WARNING CIRCUIT(S) W/LED LIGHT
IA-12-4000	2	CAB DOORS CONNECTED TO DOOR OPEN WARNING CIRCUIT
IA-13-0570	1	PAIR OF AMDOR #AY-LB-12HW012 LUMABAR H20 LED CAB AREA GROUND ILLUMINATION LIGHTS
IA-13-0580	1	-- GROUND LIGHTS ACTIVATION - CAB DOOR(S)
IA-13-0640	1	AMDOR #AY-9220-12 LED STEPWELL ILLUMINATION LIGHT(S)
IA-13-064L	1	-- AMDOR #AY-9220-12-L-0 LEFT LED STEPWELL ILLUMINATION LIGHT(S)
IA-14-1002	1	PAIR LED SIDE FACING TURN SIGNALS
IA-15-0025	1	PAIR WHELEN #M6-SERIES STOP-TAIL / BACK-UP / DIRECTIONAL LIGHTS
IA-15-0027	1	-- PAIR WHELEN #M6BTT LED STOP/TAILO LIGHTS
IA-15-0028	1	-- PAIR WHELEN #M6BUW LED BACK-UP LIGHTS
IA-15-0029	1	-- PAIR WHELEN #M6T LED AMBER DIRECTIONAL LIGHTS
IB-03-0504	6	WHELEN #M6FC CHROME FLANGE
IC-00-0025	1	ECCO #SA917 SELF ADJUSTING BACK-UP ALARM
IC-40-0500	1	EMERGENCY LIGHT MASTER SWITCH
IC-40-1400	1	DOOR OPEN AUDIBLE ALARM (GEAR ACTIVATED)
IC-40-1850	1	AUDIBLE ALARM FOR SLIDE-OUT ROOM(S)
IC-40-2000	1	GREEN BATTERY INDICATOR LIGHT
ID-03-0007	1	FIRST ALERT #BRK PRC710 COMBINATION SMOKE/CARBON MONOXIDE ALARM - 10-YR BATTERY
IF-00-0400	1	COAXIAL WIRING FOR ANTENNA WITH MOUNTING BASE Location: -- On roof of body + to terminate in rear radio console or where radio transceiver is located
IF-00-3200	1	COMPARTMENT WIRE COVER PACKAGE
IF-00-3320	2	BLUE SEA SYSTEMS #5025 12 VOLT COVERED TERMINAL UNIT(S) Location: -- (1) in cab floor console + (1) in rear radio console in body or where radio transceiver is located
IF-06-0001	2	HDMI AUDIO/VIDEO CABLE & INLET(S) Location: -- (2) wall mounted on curbside interior of body + connected to each front monitor
IG-00-1200	1	TRAILER LIGHT WIRING - 7-PIN RV CONNECTOR Note: -- To be mounted on rear body kick panel and connected to trailer brake controller
IH-00-1011	1	KUSSMAUL #091-219-5-WP FLUSH MOUNT DUAL USB CHARGER OUTLET(S) - WEATHER PROOF Location: -- (1) in cab floor console

PART NO	QTY	DESCRIPTION
IH-00-1013	2	KUSSMAUL #091-219-5-010-038 DUAL USB EZ MOUNT ASSEMBLY W/ 12V ACCESSORY OUTPUT Location: -- (2) on curbside wall on interior of body
IJ-01-01LP	1	INSTALL CUSTOMER SUPPLIED WIFI HOTSPOT ROUTER AND EXTERNAL ANTENNA Location: -- Front curbside overhead cabinet + roof of body
IJ-01-02LP	1	INSTALL CUSTOMER SUPPLIED MDT MOUNT Location: In rear of body by right seat -- 12V power to be provided for MDT
IJ-02-01LP	1	HARRIS XL-200M MULTIBAND P25 MOBILE RADIO Includes the Following: -- XZ-MPM1M - MOBILE, XL-200M, MULTIBAND -- XZ-PL4J - FEATURE, VHF BAND -- XZ-PL4K - FEATURE, UHF BAND -- XZ-PL4L - FEATURE, 700/800 MHZ BAND -- XZ-AN6U - ANTENNA, BASE, STD ROOF MOUNT -- XZ-AN8A - ANTENNA, ELEMENT, FLEXIBLE, V/U/700/800 -- XZ-PKGPT - FEATURE PACKAGE, P25 TRUNKING -- XZ-PL4U - FEATURE, XL200M SINGLE-KEY DES -- XZ-PL9E - FEATURE, XL200M SINGLE-KEY AES -- XZ-PL4F - FEATURE, PHASE 2 TDMA -- XZ-CP6A - CONTROL UNIT, XL-CH -- XZ-MC6A - MICROPHONE, XL, STANDARD MOBILE -- XZ-MA4A - KIT, MOUNTING XL-MOBILE UNIVERSAL Note: Main control head rear and remote head in cab
IK-00-0032	1	FRC #BCA121-A00-C3 DUAL REAR/SIDE VISION CAMERAS W/7" LCD MONITOR -- Monitor to be mounted overhead (like RM3049)
JC-00-0011	1	12 VOLT #091-85-12 LOW VOLTAGE ALARM & LIGHT (NFPA) Location: -- Rear module switch panel
JC-00-0015	1	INPOWER #DSP-DCS1 DIGITAL VOLTMETER / AMMETER W/LOW VOLT ALARM & LIGHT (SINGLE) Location: -- Cab floor console
JC-10-0001	1	FLAMING RIVER #FR1003 HEAVY-DUTY BATTERY DISCONNECT BIG SWITCH Note: -- To be used for both the chassis and EVI
JC-90-1200	1	KUSSMAUL 1200 AUTO CHARGE ON-BOARD BATTERY CHARGER
JC-90-120E	1	-- REMOTE OUTDOOR - #091-187-12-R-WT WATERTIGHT STATUS CT W/ BLACK COVER - 1200 AC Auto Charge Location:

PART NO	QTY	DESCRIPTION
		-- Behind module switch console by the side entry door of the body Indicator Location: -- By shoreline inlet
LB-25-2013	1	-- KUSSMAUL #091-55-15-120 15A SUPER L/L INLET W/AUTO-EJECT BLACK
JC-90-5050	1	12 VDC BATTERY/CHARGING SYSTEM - SINGLE
JD-75-0000	1	(NFPA) CLEAR LIGHT CUT-OUT - PARK POSITION
JE-00-0005	1	WHELEN #3SC0CDCR 3" LED ENGINE COMPARTMENT LIGHT(S)
KA-10-0000	1	GENERATOR INSTALLATION - 120/240 VOLT
KC-00-0015	1	120/240 VOLT CIRCUIT BREAKER PANEL (MAX 12 CIRCUITS) W/MAIN BREAKER Location: -- Module switch panel, near side entry door of body -- To be a Square D panel
KC-09-0520	1	LANDLINE TRANSFER RELAY - 100 AMP
KC-25-120V	3	GFI BREAKER - 120 VOLT -- (1) 240 VAC Cord reel -- (1) 120 VAC Exterior outlets
KC-50-0055	1	120/240 VAC HIGH VOLTAGE ELECTRICAL SYSTEM - MULTIPLE SOURCE
KC-55-0005	1	FRC FROG-D 120/240 VAC HIGH VOLTAGE MULTI-METER - 1PH
KF-00-2500	1	25KW ONAN #25.0YDCR621 PROTEC AC PTO GENERATOR -- 120/240V; 60 Hertz; 4-Wire; Single Phase
LB-00-0501	2	COLEMAN 15,000 BTU 120-VOLT A/C ROOF MOUNT W/CONDENSATE PUMP Cover Color: -- Black
LB-00-0530	2	A/C THERMOSTAT (WALL MOUNTED) -- To be wired HOT
LB-00-0550	2	ROOF A/C ENCLOSURE
LB-02-0500	2	120 VOLT FLOOR HEATER(S) - GENERATOR POWERED
LB-16-1500	10	HOUSEHOLD 15 AMP INTERIOR RECEPTACLE(S) - DUPLEX
LB-16-1515	2	HOUSEHOLD 120V/15 AMP QUAD INTERIOR RECEPTACLE(S)
LB-16-1619	2	HOUSEHOLD 120V/15 AMP DUPLEX EXTERIOR RECEPTACLE(S)
LB-25-5002	1	120V/240V 50A TWISTLOCK LANDLINE INLET CONN. TO MAIN PANEL
LE-05-0100	1	KWIK-RAZE TELESCOPIC POLE - TOP RAISED WITH UP LED INDICATOR LT + BUZZER IN CAB Location: -- Front of module body - driver's side Equipment to be mounted: -- Weather station head Offset: -- 4"
MB-00-1618	1	HANNAY #ECR1618-17-18 ELECTRIC CORD REEL(S), 12V ELEC REWIND, 3-COND, GRAPHITE Location: -- Compartment #8 -- Rewind switch to be a stainless steel protected momentary push button switch and labeled

PART NO	QTY	DESCRIPTION
MB-04-2000	1	-- 200 FEET OF 10/4 SAFETY ELECTRICAL CORD
ME-00-0020	1	BALL STOP(S)
ME-01-0200	1	FOUR-WAY ROLLER GUIDE(S) - REEL
ME-05-1000	1	EXTENDA-LITE 4-WAY JUNCTION BOX(ES) Type Outlets: -- 15A / 120 VAC household
ME-05-2000	1	JUNCTION BOX MOUNTING BRACKET(S)
QC-10-1000	1	STREET HORN/AIR HORN TRANSFER SWITCH
RE-13-1002	1	PAIR CAST SPEAKERS - THROUGH BUMPER FREIGHTLINER
RF-05-0125	1	WHELEN #295HFSA7 SIREN SYSTEM
SD-03-1050	8	FIRETECH #FT-GSM GUARDIAN ELITE LED SCENE LIGHT(S) - 7" X 9" SURFACE MOUNT(S) Location: -- (3) each side of the body -- (2) on the rear of body
SD-99-0020	1	REVERSE RELAY FOR REAR SCENE LIGHTS
TA-02-0400	1	WHELEN #SSFPOS HEADLIGHT FLASHER
TA-08-0200	1	VANNER #9860GCPE ELECTRONIC LED FLASHER UNIT
TC-16-0012	5	WHELEN #M6BCS SERIES SUPER-LED WARNING LIGHT(S) - BLUE - CLEAR LENS -STEADY BURN
TC-16-0902	5	-- WHELEN #M6FC CHROME FLANGE
TC-16-0022	5	WHELEN #M6RCS SERIES SUPER-LED WARNING LIGHT(S) - RED - CLEAR LENS -STEADY BURN
TC-16-0902	5	-- WHELEN #M6FC CHROME FLANGE
TC-19-0012	4	WHELEN #M9BCS SERIES SUPER-LED WARNING LIGHT(S) - BLUE - CLEAR LENS -STEADY BURN
TC-19-0902	4	-- WHELEN #M9FC CHROME FLANGE
TC-19-0022	4	WHELEN #M9RCS SERIES SUPER-LED WARNING LIGHT(S) - RED - CLEAR LENS -STEADY BURN
TC-19-0902	4	-- WHELEN #M9FC CHROME FLANGE
UA-10-0810	1	WHELEN #TANF85 SUPER LED TRAFFIC ADVISOR WITH CONTROL HEAD TACTL5 Note: -- To go on flash mode whenever the Emergency Master switch is on. Also to be switched from cab floor console.
UB-10-15LP	1	WHELEN #F4X0R0B0 FREEDOM IV 60" SUPER-LED LIGHT BAR (NFPA) - FULL Added to lightbar: -- (1) Whelen #F4WAR One Super-LED warning/alley lights, red -- (1) Whelen #F4WAB One Super-LED warning/alley lights, blue -- (4) Whelen #F4DLB Super-LED lightheads, (1) long blue/blue -- (4) Whelen #F4DLR Super-LED lightheads, (1) long red/red -- (2) Whelen #F4DLC Super-LED lightheads, (1) long white/white
UC-00-CABS	1	WHELEN #MKEZ7 PERMANENT LIGHT BAR MOUNTING KIT - CAB ROOF
VD-00-0500	1	ROADSIDE EMERGENCY SAFETY KIT (8-PIECE)
WA-90-0050	2	BODY MANUFACTURER'S MANUAL(S)
WA-95-0050	2	WIRING MANUAL(S)
WB-00-NFPA	1	NFPA LABEL PACKAGE
WB-05-0500	1	-- SEATING CAPACITY TAG
WB-05-0600	1	-- DO NOT WEAR HELMET WHILE SEATED LABEL
WB-05-1000	1	-- NO SMOKING/FASTEN SEAT BELT LABEL
WB-05-1500	1	-- ENGRAVED FLUID CAPACITY AND TYPE PLATE
WB-05-2000	1	-- OVERALL HEIGHT/LENGTH/GVWR PLATE
WB-05-2200	1	-- REAR STEP LABEL
WB-05-2201	1	HOT EXHAUST WARNING LABEL

PART NO	QTY	DESCRIPTION
WB-05-22SP	1	OVERALL HEIGHT LABEL Location: -- Above driver's seat in cab
WB-05-3000	1	ELECTRIC CORD REEL LABEL
WB-05-4000	1	ENGRAVED DISTRIBUTION PANEL LABEL
ZA-00-0210	1	CHASSIS HANDLING RUSH TRUCK CENTER
ZB-00-0004	1	LOCAL REPRESENTATION
ZC-00-0002	1	ADMINISTRATIVE
ZC-05-001A	1	-- 12-MONTH / 12,000 MILE CONVERSION/UPFIT WARRANTY
ZC-05-004B	1	-- 20-YEAR LIMITED MODULAR BODY STRUCTURAL WARRANTY
ZC-05-005B	1	-- 5-YEAR / 60,000 MILE LIMITED ELECTRICAL WARRANTY
ZC-05-006A	1	-- 10-YEAR / 100,000 MILE LIMITED PAINT WARRANTY
ZD-00-000A	1	-- FACTORY LIAISON PROJECT COORDINATOR
ZD-00-000B	1	-- ENGINEERING/PRE-CONSTRUCTION REVIEW
ZD-00-000C	1	-- IN-HOUSE PRE-DELIVERY DETAILING INSPECTION
ZD-00-0050	1	FACTORY INSPECTION TRIPS
ZD-00-0600	1	DELIVERY TO END USER



Houston TX
10200 North Loop East
Houston, TX 77029
832-690-5000

Customer Proposal Letter

Abilene Fire Department, City of
250 Grape Street
Abilene, TX 79601
(325) 676-6676

Cande Flores, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Peterbilt Model 567 Year 2023 Stock Number To Be Determined
Additional Vehicle and Accessories Description _____
To be delivered on or about _____

Pricing provided reflects BuyBoard Pricing.

Quantity	1	Total
Truck Price per Unit	<u>\$590,509.55</u>	<u>\$590,509.55</u>
F.E.T. (Factory & Dealer Paid)	<u>\$0.00</u>	<u>\$0.00</u>
Net Sales Price	<u>\$590,509.55</u>	<u>\$590,509.55</u>
Optional Extended Warranty(ies)	<u>\$6,605.00</u>	<u>\$6,605.00</u>
State Sales Tax	_____	_____
Documentary Fee	<u>\$350.00</u>	<u>\$350.00</u>
Administration Fee	_____	_____
Vehicle Inventory Tax	_____	_____
Additional	_____	_____
Tire Recycling	_____	_____
Battery Disposal Fee	_____	_____
Out of State Vehicle Fee	_____	_____
Rebate(s)	_____	_____
Total Sales Price (Including Rebate(s))	<u>\$597,464.55</u>	<u>\$597,464.55</u>
Trade Allowance (see DISCLAIMER)	_____	<u>\$0.00</u>

Sales Representative

Justin Strother

Purchaser

signature

printed name

signature

printed name

Accepted by Sales Manager or
General Manager

title

date

signature

printed name

Quote good until **5/09/2022**

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

Texas Fire Apparatus

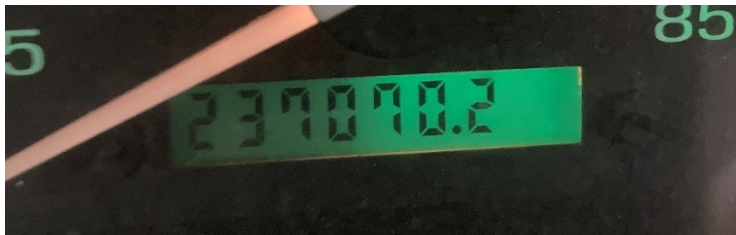
AFD HazMat/Communications Apparatus Purchase

April 2022



HAZMAT 5

- 1992 Ford Eldorado
 - 28 Years Old
 - Procured from CityLink
 - Overweight
 - Undersized
 - 237,000 Miles



APPARATUS PURCHASE

- Originally brought before Council in November 2020
 - Council Approved the purchase
 - Original Budget of \$550,000
- HazMat/Communication Vehicle
 - Ordered through Texas Fire Apparatus shortly after Council's approval
 - Due to supply chain issues, we have seen extensive delays
 - Ultimately, our chosen chassis was cancelled
- A Replacement Chassis has been offered to complete the order
 - Rush Truck Center has offered to prioritize AFD
 - Chassis will remain a Peterbilt but it will be an upgraded model



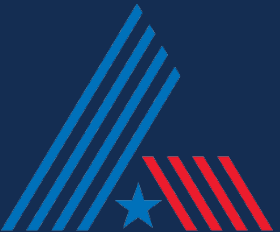
CHANGE IN CHASSIS



Original Peterbilt 2020 348 Cab and Chassis

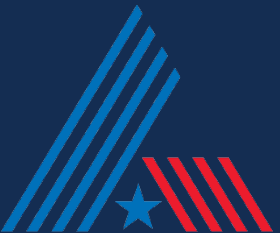


Upgraded Peterbilt 2023 Model 567



HAZMAT/COMMUNICATION APPARATUS

- Peterbilt Chassis
 - Multiple Compartments for HazMat Equipment
 - Professional Weather Station
 - Communication Equipment
 - Wifi on board
 - Live feed tv monitors
 - Laptops
 - Base Radio and Portables
 - Interior, Climate-Controlled Dressing Area for HazMat Personnel
 - Towing Package – Capable of Pulling Air Trailer
 - Slide-Out for Additional Interior Space
- 140-160 Days to Construct (Originally)

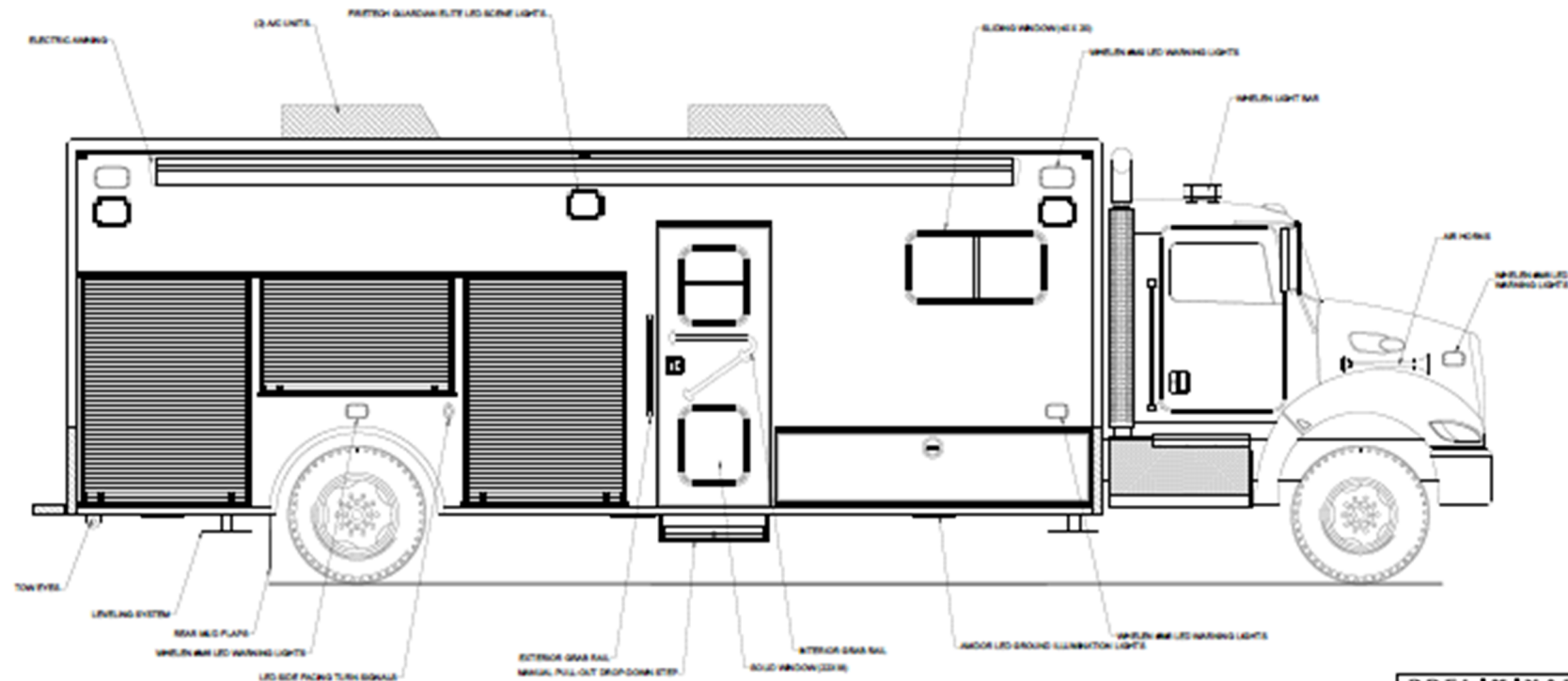


DESIGN



705 13TH STREET, LAKE PARK, FL
800-848-6632

*Abilene Fire Department
Abilene, Texas*



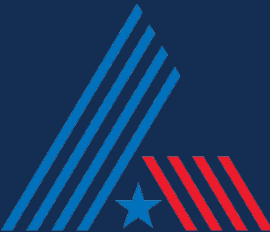
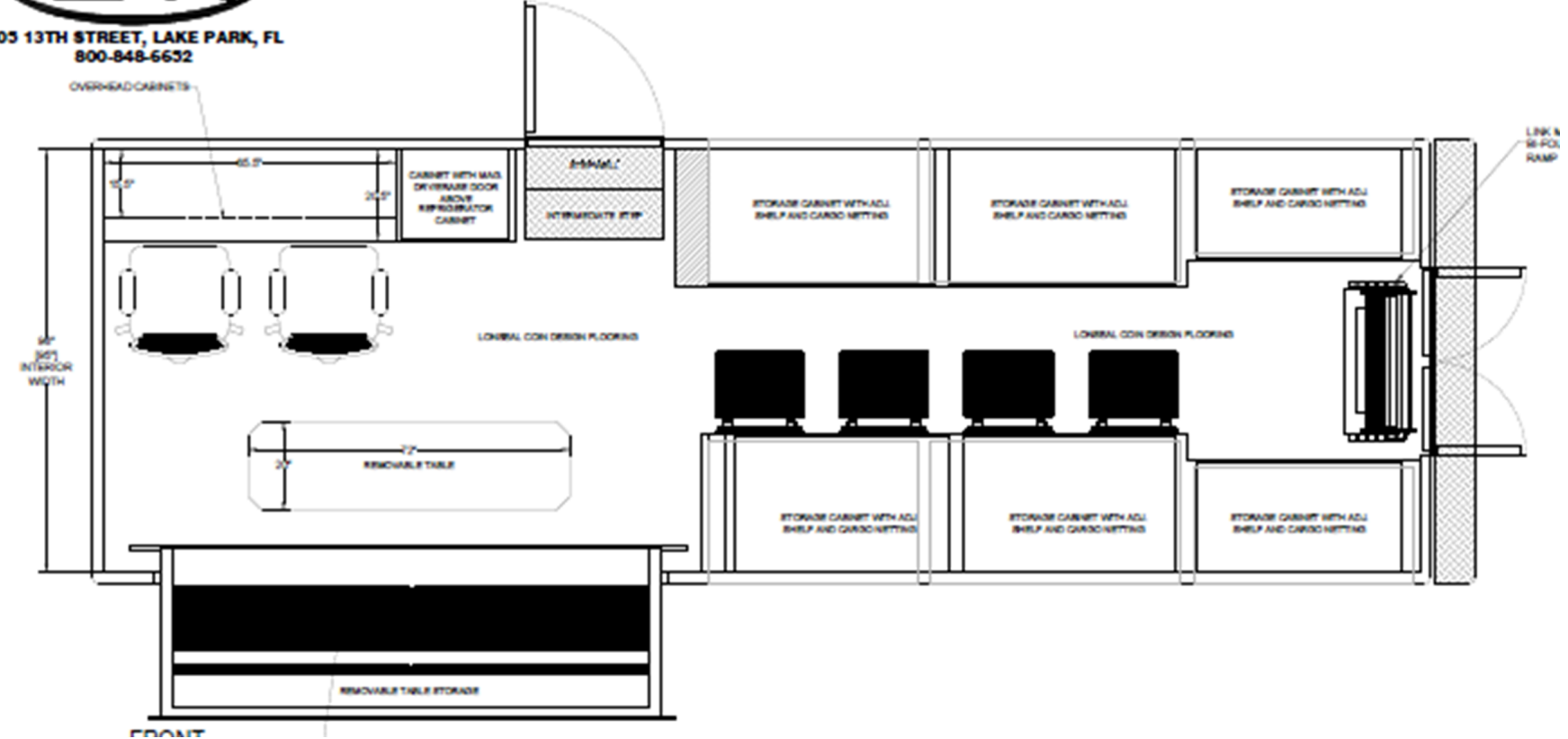
PRELIMINARY

INTERIOR



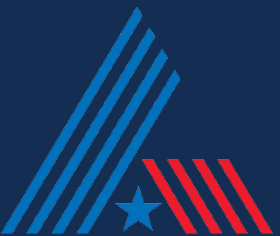
705 13TH STREET, LAKE PARK, FL
800-848-6652

*Abilene Fire Department
Abilene, Texas*



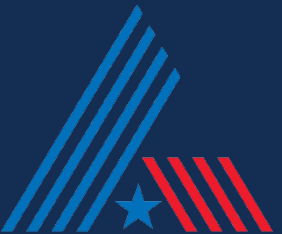
VENDOR AND MANUFACTURER

- TEXAS FIRE APPARATUS
 - Corporate Office – Palestine, TX
 - Longstanding Vendor – Name has Changed Over the Years
 - Sutphen Dealer for AFD
- EMERGENCY VEHICLES INC.
 - Based in Lake Park, FL
 - Custom Emergency Vehicle Manufacturer Since 1971

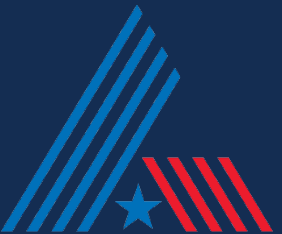


PURCHASE DETAILS

- *Original Purchase Price of \$497,825.00 (2020)*
- Updated Purchase Price of \$597,464.55
- Difference of \$99,639.55
- Funding will come from the Apparatus Replacement Fund
- BuyBoard Pricing



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/28/2022

TO: Robert Hanna, City Manager

FROM: Max Johnson, Assistant Director of Public Works

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid No. 2231 to Bo Simons Inc., for CR 311 Rehabilitation Project (*Max Johnson*)

GENERAL INFORMATION

This Project was advertised as a Public Notice on March 20, 2022, and on March 27, 2022 with a bid opening dated April 5, 2022. This contract includes the rehabilitation of the City maintenance portion of CR 311. This contract will also include City Maintenance markers.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 20 working days (approx. 1 month, weather permitting)

FUNDING/FISCAL IMPACT

Funding for this project is allocated through Street Maintenance Fee funds.

STAFF RECOMMENDATION

Staff recommends bid award to Bo Simon, Inc. for a base bid amount of \$111,600.81 and an alternate #1 amount of \$54,593.28, giving a total bid amount of \$166,194.09.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CR 311 resolution
2. Contract CR 311
3. CB2232 TABSHEET
4. Scope of Project
5. PROJECT LOCATION MAP Model (1)
6. CR 311 ppt

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDBID TO BO SIMON, INC., CANYON, TEXAS

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the rehabilitation of the City maintenance portion of CR 311. This contract will also include City Maintenance markers.; and

WHEREAS, the City of Abilene has utilized the “Best Value” competitive bidding method in determining the award of the contract; and,

WHEREAS, the following base bids were received and opened on April 5, 2022

Bo Simon, Inc., Canyon, Texas	\$ 111,600.81
Bontke Brothers Construction, Inc., Abilene, Texas	\$ 139,213.20
Nobles Road Construction, Inc., Abilene, Texas	\$ 122,384.11

WHEREAS, the following alternate #1 bids were received and opened on April 5, 2022

Bo Simon, Inc., Canyon, Texas	\$ 54,593.28
Bontke Brothers Construction, Inc., Abilene, Texas	\$ 116,323.60
Nobles Road Construction, Inc., Abilene, Texas	\$ 68,788.15

WHEREAS, the following alternate #2 bids were received and opened on April 5, 2022

Bo Simon, Inc., Canyon, Texas	\$ 119,544.80
Bontke Brothers Construction, Inc., Abilene, Texas	\$ 116,085.20
Nobles Road Construction, Inc., Abilene, Texas	\$ 152,100.00

WHEREAS, Bo Simon, Inc., Canyon, Texas submitted the best value base bid amount of \$111,600.81 and an alternate #1 amount of \$54,593.28, giving a total bid amount of \$166,194.09 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Bo Simon, Inc., Canyon, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$ 166,194.09.

PART 2: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 28th day of April, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 28th day of April, 2022 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bo Simon Inc. of the City of Canyon, State of Texas, ("Contractor").

The City recognizes a need for high quality construction work; the Contractor agrees to complete the project in return for payment.

THE AGREEMENT

1. **Work and Consideration.** hereby agrees to commence and complete the construction of Work required in the Contract Documents -- incorporated herein by reference --

CR 311 REHABILITATION

All work to be performed will be completed in conformance with (1) Part I and II of the City of Abilene's Standard Specifications for Construction adopted September, 2006 with the attached amendments in these Contract Documents, and (2) the Technical Specifications and Plans attached to these Contract Documents. Technical Specifications and Plans attached to these Contract Documents control in the event of a conflict.

In consideration of this Work, the City will pay the Contractor the sum of \$166,194.09 (One hundred sixty-six thousand one hundred ninety-four dollars and nine cents).

2. **Timely Work.** The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.
3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.
4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.
5. **Venue.** Venue for any legal proceeding is Taylor County, Texas.
6. **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.

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

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

"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:

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) attorneys fees, witness fees, expert witness fees and expenses, and
- (iv) 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 Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Contractor's work and activities conducted in connection with this Contract.

The Contractor is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor'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 Contractor or Contractor's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Contractor.

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

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR 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.

7. **Insurance.** The Special Conditions found in the City of Abilene's Standard Specifications for Construction adopted September, 2006, Part I, Division I, Item 3, contain the insurance requirements of this Contract.

8. **Overcharges.** The Contractor assigns to City any claims for overcharges related to this Contract which arise under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq., as amended.

9. **Contract Interpretation.** Any dispute about the Contract's meaning or application will be interpreted fairly and reasonably, and neither more strongly for or against either party.

10. **Indebtedness to City.** Contractor agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any Bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty or interest. Contractor is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty or interest.

11. **Boycott of Israel.** In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

12. **Contract Execution.** The Contractor must sign the Contract first, with any necessary attestation and seal. The City Attorney or designee must review the Contract, and approve or disapprove it. If approved, the City's authorized agent will then sign. The City Secretary must keep a signed original in the City Secretary's Office.

13. **Contract Copies.** Each of the two executed copies is an original.

IN WITNESS HERE OF, the parties hereto have executed this contract:

CONTRACTOR

Name of Contractor:

B. S. S. Inc.

Business Address:

28700 US Hwy 29
Cape TX 79015

Signature

C. L. S. Thompson

Name - Typed or Printed

President / VP

Title - Typed or Printed

806 - 801 - 0246

Business Phone No.

47 - 4895526

Federal Tax I.D.#

ATTEST: (If Corporation)

Jane A. Ask
Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal: |

CITY OF ABILENE PURCHASING DIVISION TABULATION OF BIDS									
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PAGE
1 OF 1

DEPARTMENT: ENGR
BID NO.: CB-2231
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: APRIL 5, 2022

BO SIMON INC.
CANYON, TX

BONTKE BROTHERS
CONSTRUCTION
ABILENE, TX

NOBLES ROAD
CONSTRUCTION, INC.
ABILENE, TX

[illegible]

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SCOPE OF PROJECT

This construction contract involves the rehabilitation of the City maintenance portion of CR 311. This contract will also include end of City Maintenance markers.

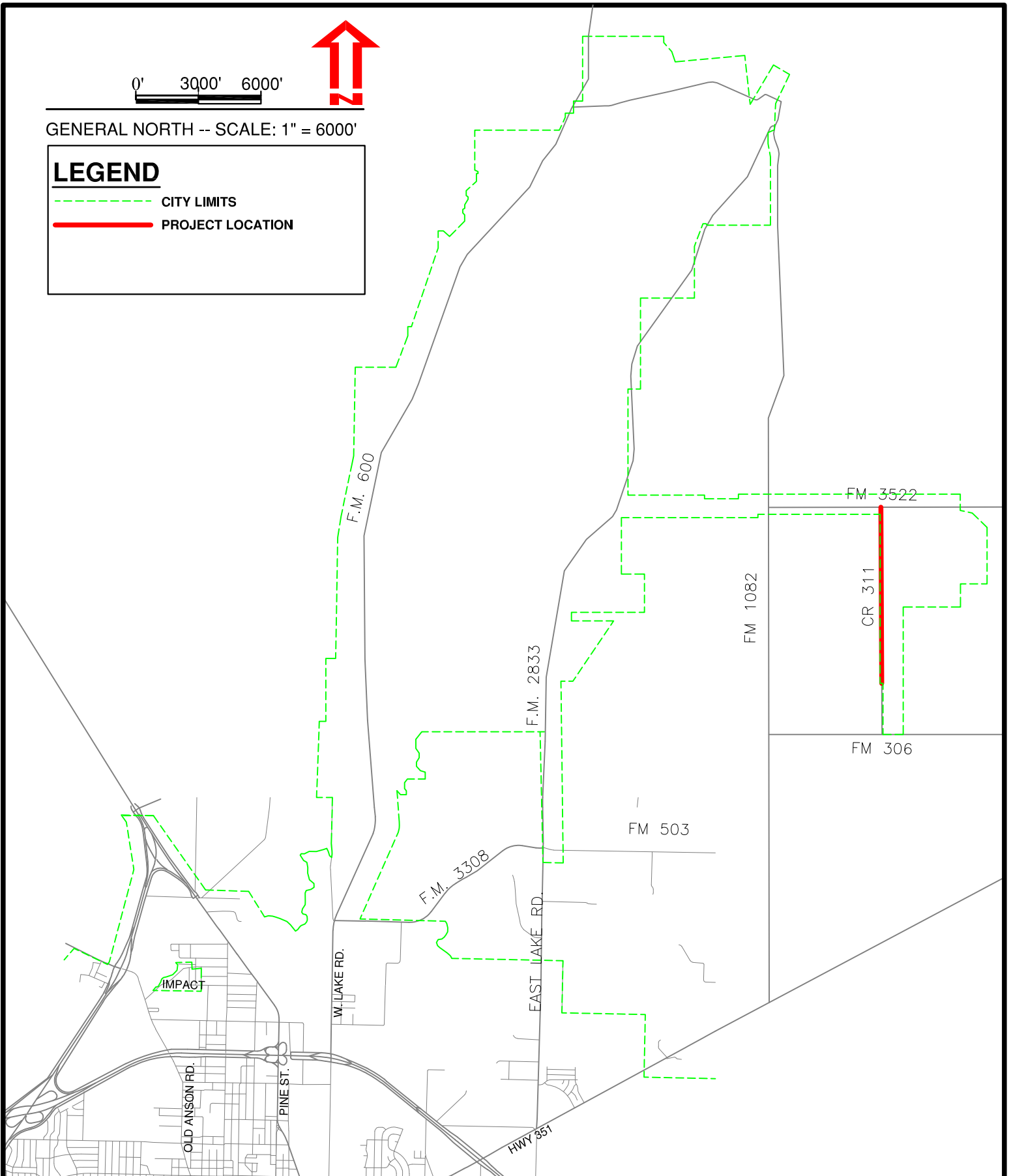
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

LEGEND

- CITY LIMITS
- PROJECT LOCATION



Sheet
1
of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CR 311 REHABILITATION PROJECT

Designed By: S. CHANDLER

Drawn By: T. MATTHEWS

Checked By: S. CHANDLER

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:
Project Location Map

Date: APRIL 2022

Agenda Item: CR 311 Rehabilitation Project

Resolution: Bid Award #CB-2231 CR 311
Rehabilitation Project

(Johnson)

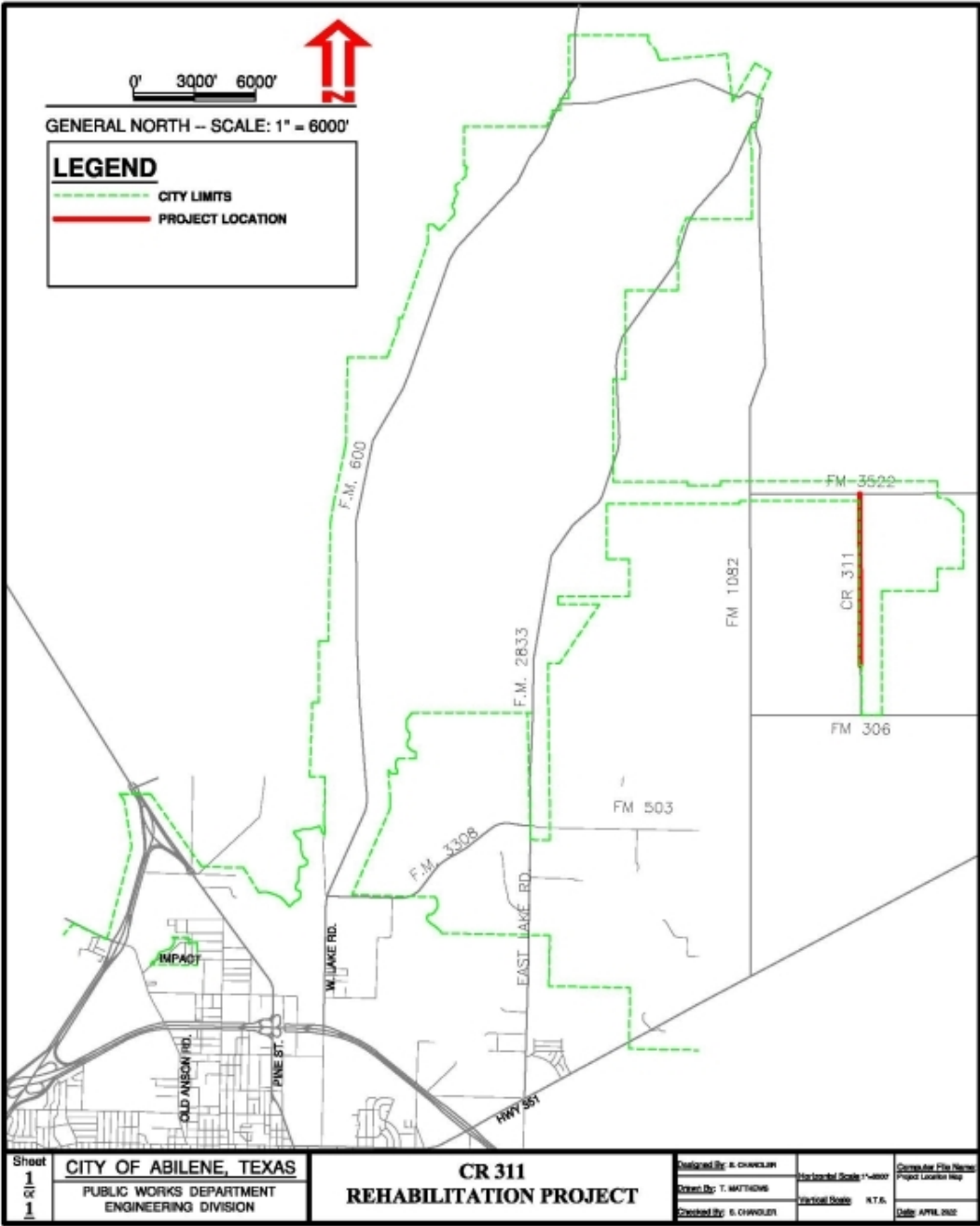


CR 311 Rehabilitation Project

Streets
CR 311

From
FM 3522

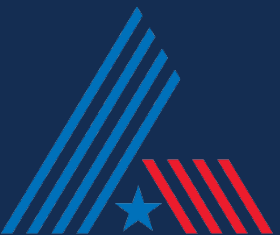
To
City Limits



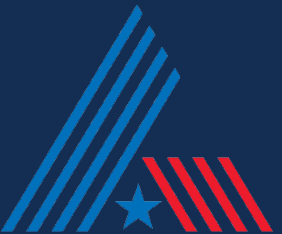
Agenda Item:

CR 311 Rehabilitation Project

- Construction Contract includes the rehabilitation of the City maintenance portion of CR 311. This contract also includes City Maintenance markers.
- Project Advertised March 20th 2022 & March 27th 2022, Bids Opened April 5th 2022.
- Three bids were received.
- Staff recommends award of base bid and alternate #1 to Bo Simons, Inc., in the amount of \$166,194.09



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/28/2022

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Finding that AEP Texas Inc.'s Application to Amend Its Distribution Cost Recovery Factors to Increase Distribution Rates Within the City Should be Denied; Authorizing Participation with the Cities Served By AEP Texas; Authorizing Hiring of Legal Counsel; Finding that the City's Reasonable Rate Case Expenses Shall Be Reimbursed by the Company; Finding that the Meeting at Which This Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel (Mike Rains)

GENERAL INFORMATION

On April 6, 2022, AEP Texas Inc. (“AEP” or “Company”) filed an Application to Amend its Distribution Cost Recovery Factor (“DCRF”) to increase distribution rates within each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of approximately \$27.56 million (an approximately \$1.28 increase to the average residential customer’s bill from the rates approved in the Company’s most recent DCRF case).

The purpose of the Resolution is to deny the DCRF application proposed by AEP.

The resolution authorizes the City to join with the *Cities Served by AEP* (“Cities”) to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue; authorizes hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates; and provides that the Company will reimburse *Cities Served by AEP* for their reasonable rate case expenses.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

There will be no cost to the City. AEP will reimburse *Cities Served by AEP* for their reasonable rate case expenses. Legal counsel and consultants approved by *Cities Served by AEP* will submit monthly invoices that will be forwarded to AEP for reimbursement.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Denying AEP Texas Rate Increase
2. Model Staff Report Re AEP Texas DCRF Filing
3. Powerpoint - Resolution Denying AEP's Distribution Rate Increase and Authorizing Participation in Cities Served by AEP

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS FINDING THAT AEP TEXAS INC.'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTORS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE CITIES SERVED BY AEP TEXAS; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Abilene, Texas ("City") is an electric utility customer of AEP Texas Inc. ("AEP" or "Company"), and a regulatory authority with an interest in the rates and charges of AEP; and

WHEREAS, the City is a member of the Cities Served by AEP ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP's service area; and

WHEREAS, on or about April 6, 2022 AEP filed with the City an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 53451, seeking to increase electric distribution rates by approximately \$27.56 million (an approximately \$1.28 increase to the average residential customer's bill from the rates approved in the Company's most recent DCRF case); and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of AEP's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, Cities members and attorneys recommend that members deny the DCRF.

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

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 53451.

Section 2. That subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by AEP to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by AEP within 30 days of presentation of an invoice to AEP.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to Leila Melhem, American Electric Power Service Corporation, 400 West 15th Street, Suite 1520, Austin, Texas 78701 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 28th day of April, 2022.

Anthony Williams, Mayor

ATTEST:

Shawna Atkinson, City Secretary

APPROVED AS TO FORM:

Stanley Smith, City Attorney

MODEL STAFF REPORT REGARDING AEP TEXAS'S DISTRIBUTION COST RECOVERY FACTOR FILING

On April 6, 2022, AEP Texas Inc. ("AEP" or "Company") filed an Application to Amend its Distribution Cost Recovery Factor ("DCRF") to increase distribution rates within each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of approximately \$27.56 million (an approximately \$1.28 increase to the average residential customer's bill from the rates approved in the Company's most recent DCRF case).

The resolution authorizes the City to join with the Cities Served by AEP ("Cities") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:

The purpose of the Resolution is to deny the DCRF application proposed by AEP.

Explanation of "Be It Resolved" Paragraphs:

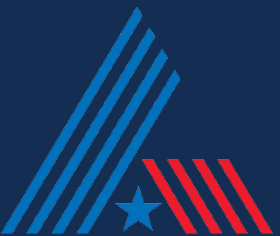
1. This section authorizes the City to participate with Cities as a party in the Company's DCRF filing, PUC Docket No. 53451.
2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
3. This paragraph finds that the Company's application is unreasonable and should be denied.
4. This section states that the Company's current rates shall not be changed.
5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to AEP for reimbursement.
6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
7. This section provides that AEP and counsel for Cities will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

A Resolution Finding That AEP Texas Inc.'s Application to Amend It's Distribution Cost Recovery Factors to Increase Distribution Rates Within the City Should Be Denied; Authorizing Participation With the *Cities Served By AEP Texas*; Authorizing Hiring of Legal Counsel; Finding that the *City's* Reasonable Rate Case Expenses Shall Be Reimbursed by the Company; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel



A Resolution Finding That AEP Texas Inc.'s Application to Amend It's Distribution Cost Recovery Factors to Increase Distribution Rates Within the City Should Be Denied; Authorizing Participation With the *Cities Served By AEP Texas*; Authorizing Hiring of Legal Counsel; Finding that the *City's* Reasonable Rate Case Expenses Shall Be Reimbursed by the Company; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel

- On April 6, 2022, AEP Texas Inc. filed an application to amend its Distribution Cost Recovery Factors (DCRF) to increase distribution rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of approximately \$27.56 million (an approximate \$1.28 increase to the average residential customer's bill from the rates approved in the Company's most recent rate case).
- This resolution authorizes the City to join with the *Cities Served by AEP* ("Cities") to participate in the filing; authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations, and direct any administrative proceedings or court litigation; denies the requested rate increase; and requires submittal of this Resolution to AEP and Lloyd Gosselink.
- Any costs incurred in responding to this rate increase will be reimbursed by AEP.





**City Council
Agenda Memo**

City Council Meeting Date: 4/28/2022

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 10. Oral Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Updates to the City Council Rules of Procedure *(Stanley Smith)*

GENERAL INFORMATION

The proposed changes to the City Council's Rules of Procedure are to update certain rules to match the current practice of the Council regarding meeting start times and public comments.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Exhibit A - Art. II Rules of Procedure (redline 041922)
2. Amend Council's Rules of Procedure

Article II – Rules of Procedure

Article II, Section 17 of the City Charter of the City of Abilene, Texas grants the City Council the right to determine its own rules of procedure; the following rules are enumerated under and authority of said provision.

2.1 Construction of Authority

2.1.1 The construction of authority in all matters associated with the meetings and activities of the City Council, including the Agenda, shall be: (1) the U.S. Constitution and statutes of the United States of America; (2) The Texas Constitution and statutes of the State of Texas; (3) the City Charter; (4) the Code of Ordinances of the City of Abilene, Texas; and, (5) these Rules.

2.2 Purpose of Parliamentary Procedure

2.2.1 The purpose of these rules of parliamentary procedure is to establish orderly conduct of the meetings. Simple rules lead to a wider understanding and participation. Complex rules create two classes: (1) those who understand the rules, and (2) those who do not fully understand and therefore, do not fully participate. The ultimate purpose of these rules of parliamentary procedure is to encourage and facilitate decision-making by the City Council. In a democracy, the majority opinion carries the day. These rules enable the majority to express their opinion and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

2.3 Meetings Shall be Public

2.3.1 Except as otherwise allowed by law, all meetings of the City Council shall be public, and notices thereof shall be posted as provided under the Texas Government Code, Chapter 551, Open Meetings Act. Except in the case of an emergency meeting, notice of all meetings shall be given at least 72 hours before the time set for any meeting. (Charter § 16)

2.4 Conduct of Meetings

2.4.1 Meetings of the City Council shall be conducted in accordance with the Rules adopted by the City Council as set forth herein, and as may be amended from time to time.

2.5 Council Meetings

2.5.1 For the months of January, February, March, April, May, June, July, August, and September, the Regular Meetings of the City Council shall be on the second and fourth Thursday of each month. For the month of October, Regular meetings will be either the first and third Thursday of the month, or the second and fourth

Thursday of the month, depending on the meeting date of the Texas Municipal League's Annual Meeting. The meeting dates for October shall be announced no later than the last meeting in September. For the months of November and December, the Regular Meetings of the City Council shall be on the first and third Thursdays of each month. ~~The first regular meeting of the month shall begin at 8:30 AM, and the second regular meeting of the month shall begin at 4:30 PM for the purposes of holding executive session, and shall reconvene into open session at 5:30 PM for regular business.~~ (Charter § 16)

2.5.2 Meetings shall be held at City Hall unless another convenient place within the City is designated by the meeting agenda. (Charter § 16)

2.5.3 Special meetings may be called by the City Secretary upon written request of the Mayor, or any three members of the City Council. (Charter § 16) For purposes of administrative feasibility, the City Council specifically grants the City Manager authority to call a special called meeting when necessary through the adoption of these *Rules*.

2.5.4 In case of an emergency or urgent public necessity, which shall be expressed in the meeting notice, it shall be sufficient if members receive, and public notice is posted at least two (2) hours before the meeting is convened. Notice shall be provided also to the media in accordance with the Texas Government Code, Section 551.047.

2.5.5 The City Council may move a regular meeting date from a regularly scheduled meeting date expressed in Section 2.5.1 above, to an alternative meeting date upon the affirmative vote of four members or more, and by providing reasonable notice.

2.5.6 There is hereby established, as a part of every agenda for Regular Called Meetings of the City Council, a Public Comment category to allow commentary from any interested citizens in attendance at said meeting(s).

2.6 Workshop Sessions

2.6.1 Workshop Sessions are special meetings called for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the City Council.

2.6.2 Workshop Sessions may be held at such times as may be convenient and necessary, and shall be scheduled in accordance with Section 2.5.3 of these Rules.

2.7 Executive Sessions (Closed Sessions)

2.7.1 Executive Sessions are closed to the public. They are only permitted for the purpose of discussing matters enumerated in Chapter 551, Open Meetings Act of the Texas Government Code. Notice of topics to be discussed during executive sessions shall

be made known to the public in accordance with the requirements of the Open Meetings Act.

2.7.2 The City Council may retire into an executive session as stated on a posted agenda during a regular or special meeting, or if a motion is duly made and seconded and affirmed by a majority of the Council. However, before said session begins, the Presiding Officer shall announce that the executive session is commencing. The order in which an executive session may appear on the agenda is subject to the discretion of the City Council. A certified record of the meeting will be created by the Presiding Officer or his or her designee, sealed and permanently kept, subject to opening by Court order. No voting or action shall be taken by the City Council during an executive session. No other subject but that posted on the agenda is to be considered. Adjournment of the executive session and any vote needed shall be made during an open public meeting.

2.7.3 Items discussed in Executive Session are to remain private and confidential. Except as provided by law, no Council Member, staff member or legal counsel may discuss or reveal the proceedings of an Executive Session to persons not present during the Executive Session. In the event an elected official is absent from the Executive Session the Presiding Officer, the City Manager or the City Attorney may brief the elected official who was absent from the meeting on the discussion.

2.7.4 Additionally, the certified agenda or recording of the Executive Session is confidential, and no persons may disclose to a member of the public the certified agenda or recording of the Executive Session, except as provided by law. Section 551.146 of the Texas Government Code makes such an act a Class B Misdemeanor and opens the person who reveals such information personally liable for any damages resulting from such action.

2.8 Recessed Meetings

2.8.1 No meeting shall be recessed for a longer period of time than until the next regular meeting except when required information has not been received, or, in the case of workshops or special meetings, to a date certain by motion duly passed.

2.9 Quorum

2.9.1 Four or more members of the Council shall constitute a quorum for all meetings for the transaction of all business. (Charter § 17)

2.10 Presiding Officer

2.10.1 The Mayor shall serve as the Presiding Officer for all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall serve as the Presiding Officer. In the absence of the Mayor Pro Tem, the Deputy Mayor Pro Tem shall serve as the Presiding Officer. In the absence of the Mayor, the Mayor Pro Tem and

the Deputy Mayor Pro Tem, the City Secretary shall call the meeting to order if a quorum of the Council is present and the first order of business shall be for Council to elect by majority vote, a temporary Presiding Officer from the members then seated and in attendance. The temporary Presiding Officer shall serve in such capacity until the meeting is adjourned, or until the Presiding Officer, the Mayor Pro Tem, or the Deputy Mayor Pro Tem is present at the meeting, whichever occurs first.

2.10.2 The Presiding Officer shall serve as the chair of all meetings and shall make final rulings on all questions pertaining to these rules. All decisions of the Presiding Officer are final unless overruled by the City Council through a Motion to Appeal as described in Section 2.18 – Courtesy, Decorum and Order of these *Rules*.

2.10.3 The Presiding Officer is entitled to participate in the discussion and debate, and is entitled to vote on all business before the City Council. Because the Presiding Officer conducts the meeting, it is common courtesy and custom for the chair to take a less active role than other members of the Council in debates and discussions. This practice in no way precludes the Presiding Officer from participating in the meeting fully and freely

2.11 Minutes of Meetings

2.11.1 The City Secretary shall keep an account of all proceedings of the City Council and they shall be open to public inspection in accordance with the laws of the State of Texas. (Charter § 15)

2.12 Suspension and Amendment of Rules

2.12.1 Any provisions of these *Rules* not governed by federal, state law or the City Charter may be temporarily suspended by a super majority vote of the City Council and may be amended in a similar fashion if such amendment was introduced at the previous regular meeting of the City Council and shall have received preliminary approval of the City Council at such meeting. For the purpose of this section, preliminary approval shall mean a motion and a second with a majority vote to approve the amendment preliminarily.

2.13 Agenda

2.13.1 The City Manager and the City Secretary shall prepare an agenda and cause the same to be posted at least 72 hours prior to the meeting. Agendas shall be delivered to the City Council on or before 6:00 PM of the day of the posting, or within such other times as established by the City Council from time to time. In the event of an emergency meeting of the City Council, this provision shall be suspended when not inconsistent with the provisions of federal or state law, or the City Charter.

2.13.2 In order to facilitate the agenda process, the City Manager is responsible for placing items on the agenda. A written request from the Mayor or any member of the Council shall cause the City Manager to place an item on the agenda for Council consideration. The Council Member requesting the item shall be identified in the agenda item heading for the requested item. Staff assistance, if required, should be requested through the City Manager (Charter § 13). If a Council requested agenda topic does not allow for staff to adequately prepare information for Council's consideration, the item shall be postponed by the City Manager until the next Regular Meeting, or until such time as mutually agreed.

2.14 Consent Agenda

2.14.1 There is hereby established, as a part of every agenda for Regular and/or Special Called Meetings of the City Council, a portion of said agenda that shall be labeled "Consent Agenda." Said Consent Agenda may consist of any and all business regularly coming before the City Council.

2.14.2 All items set out in the Consent Agenda shall be deemed passed upon passage of an affirmative motion, by a vote of at least four of the members of the City Council then seated, that the Consent Agenda be adopted. No further action shall be deemed necessary, and all such items appearing on the Consent Agenda, upon passage of such motion, shall be deemed adopted as if voted upon separately and as if the caption and/or body of any ordinance therein set out shall have been read in full.

2.14.3 Any member of the City Council ~~or a citizen~~ may request, that an item be removed from the Consent Agenda and considered separately. Such request shall be honored as if it had been passed by majority vote.

2.15 Model Format for an Agenda Item Discussion

2.15.1 The following ten steps can be used as a model or guidebook by the Presiding Officer. The meeting is governed by the agenda and the agenda constitutes the only items to be discussed. Each agenda item can be handled by the Presiding Officer in the following basic format:

(a) **Announce the Item.** The Presiding Officer should clearly announce the agenda item number, and should clearly state the subject matter of the agenda item by reading the caption for the item being considered.

(b) **Receive a Report.** The Presiding Officer should invite the appropriate people to report on the item, including any recommendations they might have.

(c) **Ask Clarifying Questions.** The Presiding Officer should ask the Council Members if they have any technical questions for clarification. At this point, members of the City Council may ask clarifying questions to the people who reported on the item, and those people should be given time to respond.

- (d) **Get Citizen Input.** The Presiding Officer may invite citizen comments – or if a public hearing, shall open the public hearing. Upon conclusion, the Presiding Officer should announce that public input is closed, or if a public hearing, close the public hearing. Unless the item requires a public hearing, no public input is required.
- (e) **Discussion.** The Presiding Officer should now invite the members of the City Council to discuss the item. If there is no desired discussion, the Presiding Officer may call for a motion.
- (f) **Motion First.** The Presiding Officer should invite a motion from the City Council after the initial discussion is concluded. The Presiding Officer should announce the name of the member who makes the motion.
- (g) **Motion Second.** The Presiding Officer should determine if any member of the City Council wishes to second the motion. The Presiding Officer should announce the name of the member who seconds the motion.
- (h) **Repeat Motion.** If the motion is made and seconded, the Presiding Officer should make certain that everyone (including the audience) understands the motion. This is done in three ways:
 - (1) The Presiding Officer may ask the maker of the motion to repeat it;
 - (2) The Presiding Officer can repeat the motion; and/or
 - (3) The Presiding Officer can ask the City Secretary to repeat the motion.
- (i) **Discuss the Motion.** The Presiding Officer should now invite the members of the City Council to discuss the motion. If there is no desired discussion, the Presiding Officer may call for a vote. If there has been no discussion or a brief discussion, then there is no need to repeat the motion before taking a vote. If the discussion has been lengthy, The Presiding Officer should repeat the motion before calling for the vote.
- (j) **Vote.** The Presiding Officer calls for the vote. Unless a super-majority is required for passage of the motion, an affirmative vote of at least four (4) members is required for any motion to pass (Charter §18). Unless a member of the Council abstains from discussing and voting on any question where the discussion and vote would constitute a conflict of interest, all members of the Council, including the Mayor, should vote upon every question, ordinance or resolution. For the purposes of these *Rules* a vote is properly made if it is cast *for the motion*, or *against the motion*. A member may properly abstain from voting on the motion if they choose to do so.

- (1) Upon consideration for passage of any ordinance, resolution, or motion, the City Secretary shall call the roll of the Council and record the voters, which record of votes shall constitute a public record. (Charter § 18)
- (2) Ordinances changing the zoning of a property that is properly protested by the owners of twenty percent (20%) or more of the area of the lots or land covered by the proposed change, or the area of the lots or land immediately adjoining the area covered by the proposed change and extending two hundred feet (200') from that area, requires a 3/4 super-majority vote, which is an affirmative vote of at least six Council Members.
- (3) Other votes of the City Council may require a 2/3 or 3/4 majority vote as determined by the statutes of the State of Texas or the ordinance of the City of Abilene.

(k) **Announce the Outcome.** The City Secretary announces the results of the vote and should also state what action (if any) the Council has taken.

2.16 The Basic Motions

2.16.1 **The Basic Motion.** The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move for approval of the Ordinance as submitted."

2.16.2 **Motion to Amend.** If a member wants to change a basic motion, he or she would have to motion to amend it. A motion to amend might be: "I move that we amend the motion to include the changes we discussed to the Ordinance." A motion to amend seeks to retain the basic motion on the floor (a motion made and seconded), but to modify it in some way. It requires the agreement of the person making the original motion, and this agreement shall constitute the second required to amend the basic motion. No motion to amend shall be allowed after a motion has been called for a vote.

2.17 Discussion and Debate

2.17.1 The basic rule of motions is that they are subject to discussion and debate. Accordingly, the motion is eligible, for full discussion by and before the City Council. Discussion and debate can continue as long as the members wish to discuss it, or until the Presiding Officer decides to end discussion and call a vote on the motion.

2.17.2 There are exceptions to the general rule of free and open discussion and debate on motions. The exceptions all apply when there is a desire of the Council to move on. The following motions are not debatable, and the Presiding Officer must

immediately call a vote on the motion, if seconded by another member. The following motions require an affirmative vote of at least four (4) members.

- (a) **Motion to Adjourn.** This motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting.
- (b) **Motion to Recess.** This motion, if passed, requires the Council to immediately take a recess. Normally the Presiding Officer will determine the length of the recess which could last for a few minutes to several hours.
- (c) **Motion to Fix the Time to Adjourn.** This motion, if passed, requires the Council to adjourn the meeting at the specific time set in the motion. For example, “I move we adjourn this meeting at Midnight.”
- (d) **Motion to Table.** This motion, if passed, requires discussion of the agenda item to be halted immediately, and the agenda item to be placed on hold. The motion may contain a specific time to bring the item up again, or it may not specify a time. If no time is specified, the item should be placed on the agenda at the following regularly scheduled Council meeting.
- (e) **Motion to Allow Public Comment.** This motion, if passed, requires the Presiding Officer to allow public comment even though a public hearing may not be required under the law.

2.17.3 The following motions require a supermajority vote to pass (3/4 majority). In all cases, a super majority vote consists of at least 6 affirmative votes.

- (a) **Motion to Limit Debate.** This motion is sometimes referred to as, “moving the question” or, “calling the question.” When a member of the Council makes such a motion, the member is saying, “I have had enough discussion, let’s vote on the issue.” When such a motion is made, the Presiding Officer should ask for a second, stop the discussion and vote on the motion to limit debate.
- (b) **Motion to Object to the Consideration of an Item.** This motion, if passed, precludes the City Council from even considering the item on the agenda. It does not preclude the item from appearing on a future agenda.
- (c) **Motion to Suspend the Rules.** This motion is debatable. This motion allows the Council to suspend its own rules for a particular purpose. For example, the Council may desire to give a particular speaker more time than normally allowed. A “motion to suspend the rules and give the speaker ten additional minutes,” accomplishes this desire.

2.17.4 **Motion to Reconsider.** A motion to reconsider requires at least a four (4) member majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

- (a) The first issue involves timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting (if properly noticed and on the posted agenda). A motion to reconsider made at a later time is considered untimely and it may not be considered unless the Council suspends the rules to consider it.
- (b) Secondly, the motion to reconsider can only be made by a member of the Council who voted in the majority on the original motion. The motion to reconsider may be seconded by any member of the City Council regardless of how they voted on the original motion. If a member of the Council who voted in the minority on the original motion cannot make a motion to reconsider, it must be ruled out of order by the Presiding Officer. The purpose of this rule is finality.
- (c) If a motion to reconsider passes, then the original matter is back before the Council, and a new original motion is in order. The matter may be discussed as if it were on the floor for the first time.

2.18 Courtesy, Decorum and Order

2.18.1 These rules of order are meant to promote an atmosphere of courtesy and decorum appropriate for the efficient discussion of business. It is the responsibility of the Presiding Officer (and the members of the City Council) to maintain that atmosphere of courtesy and decorum. The Presiding Officer should always ensure that debate and discussion focus on the item and the policy in question, not on the personalities of the participants of the discussion. In order to assist in the creation and maintenance of that atmosphere the following rules shall govern all meetings:

- (a) **Request to Speak.** Before a Council Member, staff member or an audience member may speak, they must first be recognized by the Presiding Officer. Upon recognition the person requesting to speak shall hold the floor and shall make their point clearly and succinctly.
- (b) **Order.** If a person fails to request to speak before speaking, the Presiding Officer may rule them Out of Order and remind them that they do not have the floor. While the Council is in session, all Council Members should preserve order and decorum. No person or Council Member shall, by conversation or otherwise, delay or interrupt the proceedings or the peace of the meeting, nor disturb any other person or Council Member while speaking or refuse to obey the orders of the Presiding Officer.
- (c) **Improper References Prohibited.** Speakers shall use good manners and refrain from personal attacks and the use of profanity. Speakers shall confine themselves to the question under debate.

- (d) **Interruptions.** A Council Member, once recognized, shall not be interrupted when speaking unless it is to call him or her to order, or other such interruption expressed below (subsections e – through i). If the Council Member, while speaking, is called to order, he or she shall cease speaking until the question of order is determined, and if the Council Member is found to be in order, he or she shall be permitted to proceed speaking.
- (e) **Point of Privilege.** The proper interruption would be: “Point of Privilege.” The Presiding Officer would then ask the interrupter to, “state your point.” Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room might be too hot or cold, or a fan motor might interfere with a Council Members ability to hear.
- (f) **Point of Order.** The proper interruption would be: “Point of Order.” The Presiding Officer would then ask the interrupter to, “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Presiding Officer called for a vote on a motion that permits debate, without first allowing any discussion.
- (g) **Motion to Appeal.** If the Presiding Officer makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the Presiding Officer by stating, “motion to appeal.” If the motion is seconded and after debate if it passes by a simple majority vote, the ruling of the Presiding Officer is reversed.
- (h) **Call for orders of the day.** This is simply another way of saying, “let’s return to the agenda,” if a Council Member believes the discussion has strayed from the agenda. The motion does not require a vote. If the Presiding Officer discovers that the discussion has strayed from the agenda, he or she simply returns to the business of the day.
- (i) **Withdraw a Motion.** During the debate and discussion of a motion, the original maker of the motion on the floor, at any time, may interrupt the speaker to withdraw his or her motion. The motion is immediately deemed withdrawn and discussion on the motion shall cease. Council Members are free to make the same motion or another motion.

2.18.2 The City Council is prohibited from using text messages, email, social media posts or other means of electronic messaging during a public meeting except in cases where they are being notified of something of a personal nature. The use of such messaging could constitute a violation of the Texas Open Meetings Act.

2.18.3 In the event a Council Member or the Presiding Officer declares a conflict of interest and files the affidavit required under Local Government Code §171.004, that Council Member shall leave the Council Chambers for the duration of the item. In the event of a conflict of the Presiding Officer, the Mayor Pro Tem or Deputy Mayor Pro Tem shall serve as the Presiding Officer. In the event a majority of the

members declare a conflict of interest for the item, they are not required to leave the Council Chambers and may participate in the item as allowed in Local Government Code §171.004 (c).

Exceptions:

- (a) If the conflict exists for a consent agenda item, the member with the conflict of interest is not required to leave the Council Chambers and their vote on the consent agenda items shall only be counted for those items where the member has not filed a conflict.
- (b) If a conflict exists for a member's relative, and the member and the relative are related in the first degree of consanguinity or the first degree of affinity, the member is not required to leave the Council Chambers, but they shall not discuss, provide direction or vote on the item.

2.19 Enforcement of Rules and Procedures

2.19.1 The following provisions may be used to enforce the good order and decorum of the meeting. The action may be taken by the Presiding Officer under his or her own action, or upon a Motion to Enforce by any Council Member.

- (a) **Warning.** The Presiding Officer may order any person (Council Member, staff member or audience member) in violation of these rules to be silent.
- (b) **Removal.** If, after receiving a warning from the Presiding Officer, the person continues to disturb the meeting or breach the peace and good order of the meeting, the Presiding Officer may order the person to leave the meeting. If the person does not leave the room, the Presiding Officer may order the Sergeant-at-Arms to remove the person. A Council member may only be removed from a Council meeting by a majority vote of the City Council. No person may be removed from a meeting merely due to the views or opinions expressed by the person.
- (c) **Sergeant-at-Arms.** The Sergeant-at-Arms shall be the highest ranking police officer in attendance at the Council Meeting, or such other officer designated by the Chief of Police for that purpose. Upon instruction of the Presiding Officer, it shall be the duty of the Sergeant-at-Arms to remove from the meeting any person who intentionally disturbs the proceedings of the City Council. A violation of these rules may be deemed an attempt to disrupt, obstruct, and/or interfere with a lawful meeting and subject the violator to prosecution under state law for disrupting a lawful meeting. (§ 42.05, Texas Penal Code)

- (d) **Motion to Enforce.** Any Council Member may move to require the Presiding Officer to enforce these rules and the affirmative vote of four (4) or more members of the Council shall require the Presiding Officer to do so. A motion to enforce is an allowable interruption and is not debatable.

2.19.2 In the event a Council Member violates the Charter, these *Rules* or any other Ordinance of the City, or acts in a manner that causes embarrassment or disgrace to the City of Abilene, the City Council on supermajority vote may discipline the offending member.

- (a) Such action may only take place after an Executive Session is held to discuss the offense. The offending member shall be present at the Executive Session to answer any questions asked by members of the City Council or make other statements as he or she may desire to make in his or her defense. If the offending member refuses to attend the Executive Session, the remaining members of the City Council may proceed in his or her absence.

- (1) The discipline by the City Council may be as follows, and if required by law, shall be made publicly in Open Session in accordance with the Texas Open Meetings Act:

- (2) **No Action.** The City Council chooses to take no action.

- (3) **Private Censure.** The City Council may choose to privately censure the offending member, leaving their comments to the offending member left in the confines of the Executive Session.

- (4) **Public Censure.** The City Council may choose to publicly censure the offending member through a resolution passed by supermajority vote and entered into the public record.

2.20 Regular Meeting Agenda Order

2.20.1 **Call to Order.** The Presiding Officer shall call the meeting to order.

2.20.2 **Invocation.** The Presiding Officer shall invite a Council Member or another member of the audience to lead the City Council in a prayer.

2.20.3 **Pledge to United States Flag and the Texas Flag.** The Presiding Officer shall announce who will lead the City Council in the pledges of allegiance and the pledges shall be said.

2.20.4 **Presentations, Recognitions, Proclamations and Announcements.** The Presiding Officer shall make any presentation, recognition, announcement, or deliver any proclamation as may be required from time to time.

2.20.5 **Minutes.** The Presiding Officer shall ask for a motion to approve or amend the minutes as required. The minutes may be considered as part of the consent agenda rather than as a separate agenda item.

2.20.6 **Consent Agenda and Public Comment.** Before seeking a motion on the consent agenda, the Presiding Officer shall first ask the Council if any member would like to remove an item from the Consent Agenda and discuss it as an item for individual consideration. Members of the public will then be given the opportunity to provide comment on any item on the consent agenda, any item on the regular agenda, or to present ideas and information to city officials and staff for matters not on the agenda. There will be no discussion, votes or formal action taken on subjects presented during public comment that are not listed on the consent or regular agenda. The remaining items on the consent agenda shall be voted upon before the consideration of any item removed for individual consideration.

2.20.7 **Regular Agenda – Ordinances and Public Hearings – Resolutions.** This section of the agenda requires each item to be considered individually. If a public hearing is required, the Presiding Officer shall open the public hearing and receive citizen input. While the public hearing is open, Council may ask questions of the speakers, but may not deliberate or argue with the public on the matter at hand. Those speaking at a public hearing are required to follow the rules establish herein for citizen comments. Upon conclusion of citizen comments, the Presiding Officer shall close the public hearing. Council may deliberate or take action on the matter at hand upon the closing of the public hearing. All items shall be considered by the City Council individually and approved by either an affirmative vote of at least four (4) members, or a super majority vote as the case may be.

~~2.20.8 **Public Comment.** There will be no votes or any formal actions taken on subjects presented during public comment. The public comment period will only allow members of the public to present ideas and information to city officials and staff.~~

2.20.~~89~~ **Executive Session.** The City Council shall convene into Executive Session only in accordance with Chapter 551 of the Texas Government Code.

2.20.~~910~~ **Reconvene.** The Presiding Officer shall reconvene the regular meeting at the conclusion of the executive session and shall take any action as may be required from the executive session through a continuation of the Regular Agenda.

2.20.~~101~~ **Adjournment.** There being no further business before the City Council, the Presiding Officer shall adjourn the meeting.

2.30 Rules Governing Citizen Comments

2.30.1 It is the desire of the City Council to hear from the citizens of Abilene and to stimulate discussion and offer a forum for a cordial and meaningful public debate

on matters that are properly a concern of the City Council. The following rules shall control and govern audience comments.

- (a) The Presiding Officer shall recognize each person requesting to speak in turn. A person may not speak unless recognized by the Presiding Officer.
- (b) Upon being recognized by the Presiding Officer, each person may have a time limit of three (3) minutes or such other time as the Presiding Officer may deem prudent, and shall be given notice that one (1) minute is remaining. The time limit shall govern all public hearings, citizen comments on agenda items and public comments at work sessions.
- (c) Every person desiring to speak shall address the entire Council and shall not single out a member of the Council, the audience, or a staff member. Speakers shall use good manners and refrain from personal attacks and the use of profanity. On items other than 'Public Comment', speakers shall confine themselves to the question under debate.

2.30.2 The Presiding Officer shall preserve order and decorum and, if necessary, shall cause to be silenced or removed from the Council Chambers any person speaking out of order or disrupting the order of the meeting.

2.40 Universal Applicability of these Rules to City Boards and Commissions

2.40.1 It is the intent of the City Council that these Rules shall serve as the model and guide for the City's Boards and Commissions, it being the intent of the City Council that all Boards and Commissions should follow similar rules of procedure for ease of understanding and full participation by the citizens in the public's business.

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Appendix 1 – Table of motions and points of order

MOTION/ORDER	REQUIRES SECOND	DEBATABLE	AMENDABLE	VOTE TYPE
Basic Motion	Yes	Yes	Yes	4 affirmative votes
Motion to Amend	*	No	**	N/A
Motion to Adjourn	Yes	No	No	4 affirmative votes
Motion to Recess	Yes	No	Yes	4 affirmative votes
Motion to Fix the Time to Adjourn	Yes	No	No	4 affirmative votes
Motion to Table	Yes	No	No	4 affirmative votes
Motion to Limit Debate	Yes	No	No	Super
Motion to Object to the Consideration of an Item	Yes	No	No	Super
Motion to Suspend Rules	Yes	No	No	Super
Motion to Reconsider	Yes	Yes	Yes	4 affirmative votes
Point of Privilege	No	No	No	N/A
Point of Order	No	No	No	N/A
Motion to Appeal	Yes	Yes	No	4 affirmative votes
Call for Orders of the Day	No	No	No	N/A
Withdraw a Motion	No	No	No	N/A
Motion to Enforce	Yes	No	No	4 affirmative votes

* For the purposes of these rules, Amendments are not debatable and only require the approval of the member who made the original motion.

** Once the original motion is amended, it becomes the motion on the floor and replaces the original motion, therefore you cannot amend an amendment. You simply amend the motion on the floor at the time.

AMEND CITY COUNCIL'S RULES OF PROCECURE





**City Council
Agenda Memo**

City Council Meeting Date: 4/28/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: 11. Resolution: Receive a report, Hold a discussion and Take Action on Approving the Issuance of Multifamily Housing Revenue Bonds (Villages at Westlake Apartments) series 2022, to be Issued in One or More Series of Tax Exempt Bonds in an Aggregate Principal Amount not to Exceed \$18,000,000.00 (Tim Littlejohn)

GENERAL INFORMATION

Housing Synergy PFC (the “Issuer”), a public facility corporation, created by the Housing Authority of the City of Abilene, has induced the issuance of Multifamily Housing Revenue Bonds (Villages at Westlake Apartments) Series 2022 (the “Bonds”), to be issued in one or more series of tax-exempt bonds in an aggregate principal amount not to exceed \$18,000,000. The proceeds of the Bonds will be loaned to Villages at Westlake, LP (the “Borrower”), to finance a portion of the costs of land acquisition and rehabilitation of a residential rental development to be known as the Villages of Westlake Apartments

SPECIAL CONSIDERATIONS

There is no fiscal impact to the City of Abilene. Section 147(f) of the United States Internal Revenue Code of 1986, as amended (the “Code”), requires the Issuer to obtain the approval of the City of Abilene as the local jurisdiction wherein the Project is situated before the Bonds can be issued

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends that the City Council approve the issuance of the Bonds as requested.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution- AHA
2. Abilene City Council Presentation_Villages at Westlake

RESOLUTION NO. 2022-438

WHEREAS, Housing Synergy PFC (the “Issuer”), a public facility corporation, created by the Housing Authority of the City of Abilene, has induced the issuance of Multifamily Housing Revenue Bonds (Villages at Westlake Apartments) Series 2022 (the “Bonds”), to be issued in one or more series of tax-exempt bonds in an aggregate principal amount not to exceed \$18,000,000. The proceeds of the Bonds will be loaned to Villages at Westlake, LP (the “Borrower”), to finance a portion of the costs of land acquisition and rehabilitation of a residential rental development to be known as the Villages of Westlake Apartments (the “Project”);

WHEREAS, Section 147(f) of the United States Internal Revenue Code of 1986, as amended (the “Code”), requires the Issuer to obtain the approval of the City of Abilene as the local jurisdiction wherein the Project is situated before the Bonds can be issued;

WHEREAS, the City Council is informed that the requisite public hearing was held by the Issuer on March 29, 2022, regarding the issuance of the Bonds;

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

Section 1. The City Council gives its approval for the Issuer to issue the Bonds, the proceeds of which will be loaned to the Borrower to finance the costs of acquisition, rehabilitation and equipping the Project located at approximately 3033 West Lake Road, Abilene, Texas 79601.

Section 2. The Mayor and City Clerk are authorized and directed to take any action and to execute and deliver and documents that are necessary or advisable to comply with the terms of this Resolution and the issuance of the Bonds.

Section 3. Nothing in this Resolution shall be construed to create any obligation whatsoever of the City with respect to the repayment of the Bonds. The Bonds shall never constitute an indebtedness or pledge of the City within the meaning of any constitutional or statutory provision, and the Bonds shall never paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the City.

Section 4. This Resolution is adopted solely for the purposes of approval under Section 147(f) of the Code and shall not be construed as a representation, warranty, or other understanding of any kind by the City in respect of the Bonds or the Project. In particular, but without limiting the forgoing, this Resolution does not constitute zoning approval, approval of any building permit, or any other approval required by the City in regard to the Project.

ADOPTED: April 28th, 2022

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Villages at Westlake

3033 West Lake Road



Beyond Buildings.



Villages at Westlake

- 220-unit property on over 30 acres serving a family population located at 3033 West Lake Road
 - 154 2br/1b units (958sf-992sf) and 66 3br/2b units (1,194sf)
 - Currently 66 units available to households at 50% AMI and 154 units available to households at 60% AMI → post-renovation: 33 units at 30% AMI, 33 units 50% AMI, and 154 units at 60% AMI
- 1999 9% HTC allocation with 2001 Placed In Service date
- Currently in Extended Use period of Land Use Restriction Agreement, which runs until 2041

Villages at Westlake

- ❑ Purchased by Zimmerman Properties affiliate in December 2015
- ❑ Invested nearly \$1MM in addressing critical repairs within first 18 months of ownership
- ❑ Has maintained >92% occupancy for last 12 months
- ❑ 198 two-story units and 22 one-story units
- ❑ Amenities
 - ❑ Pool
 - ❑ Picnic area
 - ❑ Playground
 - ❑ Leasing office

Partnership for the Renovation of the Property

- Zimmerman Properties will partner with Abilene Housing Authority to renovate and modernize the property
- Partnership formalized in Memorandum of Understanding (MOU) approved by Abilene Housing Authority Board earlier this month
- Under the MOU, Abilene Housing Authority will:
 - Issue bonds
 - Have fee title ownership of property
 - Serve as co-developer and general contractor
 - Provide 30 Project-Based Vouchers to the property

Zimmerman Properties Company Background

- Zimmerman Properties, LLC owns the general partner interest in over 100 multifamily properties in 12 states containing over 8,000 units
- Vertically integrated company
 - Zimmerman Properties Construction serves as the affiliate general contractor
 - Wilhoit Properties serves as the affiliate property management company

Proposed Financing

- Equity from 4% HTC: ~\$12MM
- Private Activity Bonds (PABs): ~\$18MM
- Rental Income during rehab: ~\$1.2MM
- Deferred developer fee: ~\$1.5MM
- TOTAL CAPITALIZATION: ~\$32.7MM

Proposed Scope of Work

- Through the proposed rehabilitation of Villages at Westlake, over \$50,000 per unit will be invested into improvements in the property
- Rehab property-wide will include:
 - Exterior painting
 - Enhanced site lighting
 - Security cameras
 - Pool refurbishment
 - Playground updates
 - Clubhouse updates
 - Comprehensive ADA review to ensure compliance with latest accessibility requirements

Proposed Scope of Work

- ☐ Within the units, rehab will include:
 - ☐ New HVAC system
 - ☐ Enhanced plumbing with Green Energy features
 - ☐ Enhanced lighting
 - ☐ New appliance package (range, refrigerator, dishwasher, washer/dryer, microwave)
 - ☐ New flooring
 - ☐ New cabinets
 - ☐ Painting

Proposed Timeline

- ❑ December 2021: Application for 4% HTC submitted to TDHCA
- ❑ January 2022: Bond reservation from BRB
- ❑ June 2022: Close on partnership and financing
- ❑ July 2022: Commence rehabilitation
- ❑ December 2023: Complete rehabilitation

Abilene Housing Authority Resolution

☐ Questions



**City Council
Agenda Memo**

City Council Meeting Date: 4/28/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: **12. Ordinance (First Reading) Z-2022-07: Receive A Report, Hold A Discussion And Take Action on a Request from the Collective Owner of Properties Within the Subdivision Known as Windmill Acres (Represented By Jacob & Martin LLC) to Amend the Zoning from Planned Development District (PDD 156) to Add Self-Storage as a Permitted Use in Windmill Acres in the City of Abilene, Taylor County, Texas. (Tim Littlejohn)**

GENERAL INFORMATION

The applicant is requesting to amend the PD language that affects both lots 111 and 112 of Windmill Acres. The applicant is requesting an additional use be added to the PD as follows:

- 1) PERMITTED USES:
 - a. Residential uses shall not be permitted within the PD district.
 - b. Storage self-service units.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request.

ATTACHMENTS:

1. Amended PD 156
2. Z-2022-07 staff report
3. Original PD 156
4. Z-2022-07 Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PD-156 A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto. PASSED ON FIRST READING the 28th day of April, 2022.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 24th day of April, 2022, the same being more than fifteen (15) days prior to a public hearing held at the Abilene Public Library's South Branch in the Mall of Abilene at 4310 Buffalo Gap Road in Abilene, Texas, at 8:30 a.m. on the 12th day of May, 2022, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 12th day of May, 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Amending PD-156

Legal description being Lot 111 & 112 of Block A within Windmill Acres



PART 3: Building Specifications. All structures in the herein said Planned Development shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Abilene Municipal Code, part be known as the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries, as hereinafter set forth: From LI (Light Industrial) to PD (Planned Development) zoning.

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

PART 5: Legal Description. The legal description of this PD is as follows:

WINDMILL ACRES, BLOCK A, LOT 111 REP

WINDMILL ACRES, BLOCK A, LOT 112 REP



PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for uses permitted within MU (Medical Use) zoning but eliminating all residential uses.

PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the MU (Medical Use) zoning district except as modified below:

1) PERMITTED USES:

- Residential uses shall not be permitted within the PD district.
- Self Storage self-service units.

-END-

ZONING CASE Z-2022-07

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: April 5, 2022

City Council 1st Reading: April 28, 2022

City Council 2nd Reading: May 12, 2022

Applicant

Owner: Floyd Kaerwer

Agent: Jacob and Martin

Request

Amendment to the Terms and Conditions of Planned Development District 156

Location

Lots 111 and 112 of Block A within Windmill Acres, Abilene, Texas.

Background

Planned Development (PD) District 156 was created in 2016 (35-2016). This PD encompasses lots 111 and 112 of Windmill Acres. This PD has a base zoning of Medical Use (MU) with a stipulation that no residential uses shall be allowed.

The applicant is requesting to amend the PD language that affects both lots 111 and 112 of Windmill Acres. The applicant is requesting an additional use be added to the PD as follows:

1) PERMITTED USES:

- a. Residential uses shall not be permitted within the PD district.
- b. **Storage self-service units.**

According to information provided within the application, the area has developed, more commercial uses have emerged within this area with Spare feet self-storage being more successful, Spare Feet self-service storage facility just across the street. Spare Feet is under contract to expand their facility and would like to utilize this property for additional self-storage facilities.

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.

This requested amendment does not affect the Comprehensive Plan nor the Future Land Use and Development Plan Map.

- (2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.**

This amendment does not affect the permitted uses nor the standards applicable to such uses in the immediate area of the land.

- (3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.**

The subject properties currently have access to existing utilities and public amenities, which are adequate for servicing the development. The request presents no apparent conflict with existing or proposed plans for community facilities and related infrastructure.

- (4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**

It is the opinion of City staff that the proposed amendment would not affect the general welfare of the surrounding neighbors.

Staff Recommendation

Staff recommends approval.

P&Z also recommends approval

Notification

Pursuant to Section 1.2.2.2 of Abilene's Land Development Code, City staff mailed personal notices on November 26 of 2021, to the applicant and to other owners of property within a 200-foot radius of this subject property. These property owners and associated parcel identification numbers are identified in Table 1.

TABLE 1

Owner	Property		Response
	ID	Situs	
KAERWER FLOYD	24644	11 WINDMILL CR	O
SWEET COMMERCIAL PROP LLC	24639	33 WINDMILL CR	
J & K ALEXANDER PROPERTIES LLC	23734		
PICKENS REX F	24508	31 WINDMILL CR	
RANDELL DAVID J	24640	35 WINDMILL CR	
WINDMILL CIRCLE PARTNERS LP	23876	37 WINDMILL CR	
ADAMS LYNN	24127	17 WINDMILL CR	
M2B ABILENE LLC	24890	18 WINDMILL CR	
PRICE DALE K & JANICE W	25782	2 WINDMILL CR	
SAMS REAL ESTATE BUSINESS TR	986125	5610 S CLACK ST	
SAMS REAL ESTATE BUSINESS TR	986125	A B S CLACK ST	
SAMS REAL ESTATE BUSINESS TR	986125	5550 S CLACK ST	
KAERWER FLOYD	24642	15 WINDMILL CR	
HASTEN FAMILY INVESTMENTS LTD	24380	27 WINDMILL CR	
J & K ALEXANDER PROPERTIES LLC	1079087	5 WINDMILL CR	

Attachments

Application
PowerPoint Presentation
Ordinance 02-2008



Development Application

Planning

- ☐ Conditional Use ☐ Easement Release ☐ Rezoning ☐ Other
☐ PDD ☐ Street Name Change ☐ Thoroughfare Abandonment ☒ PDD Amendment
 Other: _____

Project Name: Windmill Acres
 Address: 11 & 15 Windmill Circle, Abilene, TX 79606 No. of lots: _____ Acreage: _____
 Legal Description: _____
 Subdivision Name: Windmill Acres Block: A Lot: 111 & 112
 Current Zoning: PD-156 Proposed Zoning (if applicable): PD-156

OWNER AND AUTHORIZATION

Owner Name: Floyd Kaerwer
 Address: 233 War Paint Road
 City, State, Zip: Abilene, TX 79601 Fax: _____
 Phone: _____ Email: _____

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) Jacob & Martin will act as my agent before the Planning and Zoning Commission.

Agent Name: Jacob & Martin
 Address: 3465 Curry Lane
 City, State, Zip: Abilene, TX 79606 Fax: _____
 Phone: 325-695-1070 Email: tal@jacobmartin.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: _____

Floyd Kaerwer

dotloop verified
02/23/22 3:50 PM CST
TQJZ-IEVF-FMBS-NEUJ

Date: _____

FOR OFFICE USE ONLY



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

As this area has developed, more commercial uses have emerged in this area, with Spare Feet Self Storage being a highly successful

self-storage facility just across the street. Spare Feet is under contract to expand their facility and would like to utilize this property for

additional self-storage facilities. The request to amend the PD is solely to add self-storage as a permitted use in this PD.

LOCATION MAP



AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-156 A PLANNED DEVELOPMENT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

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

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

PASSED ON FIRST READING this 28th day of July A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of June, 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 p.m., on the 11th day of August, 2016, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 11th day of August, A.D. 2016.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

ORDINANCE NO. 35-2016

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in possession of the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development, which are hereby incorporated by reference and included as part of this ordinance. All use and development within the Planned Development must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Abilene Municipal Code, part known as the Land Development Code of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From LI (Light Industrial) to PD (Planned Development) zoning.

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

PART 5: Legal Description. The legal description of this PD is as follows:

WINDMILL ACRES, BLOCK A, LOT 111 REP

WINDMILL ACRES, BLOCK A, LOT 112 REP



Location:

11 & 15 Windmill Cir

PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for used permitted within the MU (Medical Use) zoning but eliminating all residential uses.

PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the MU (Medical Use) zoning district, except as modified below:

1) PERMITTED USES:

- a. Residential uses shall not be permitted within the PD district.

-END-

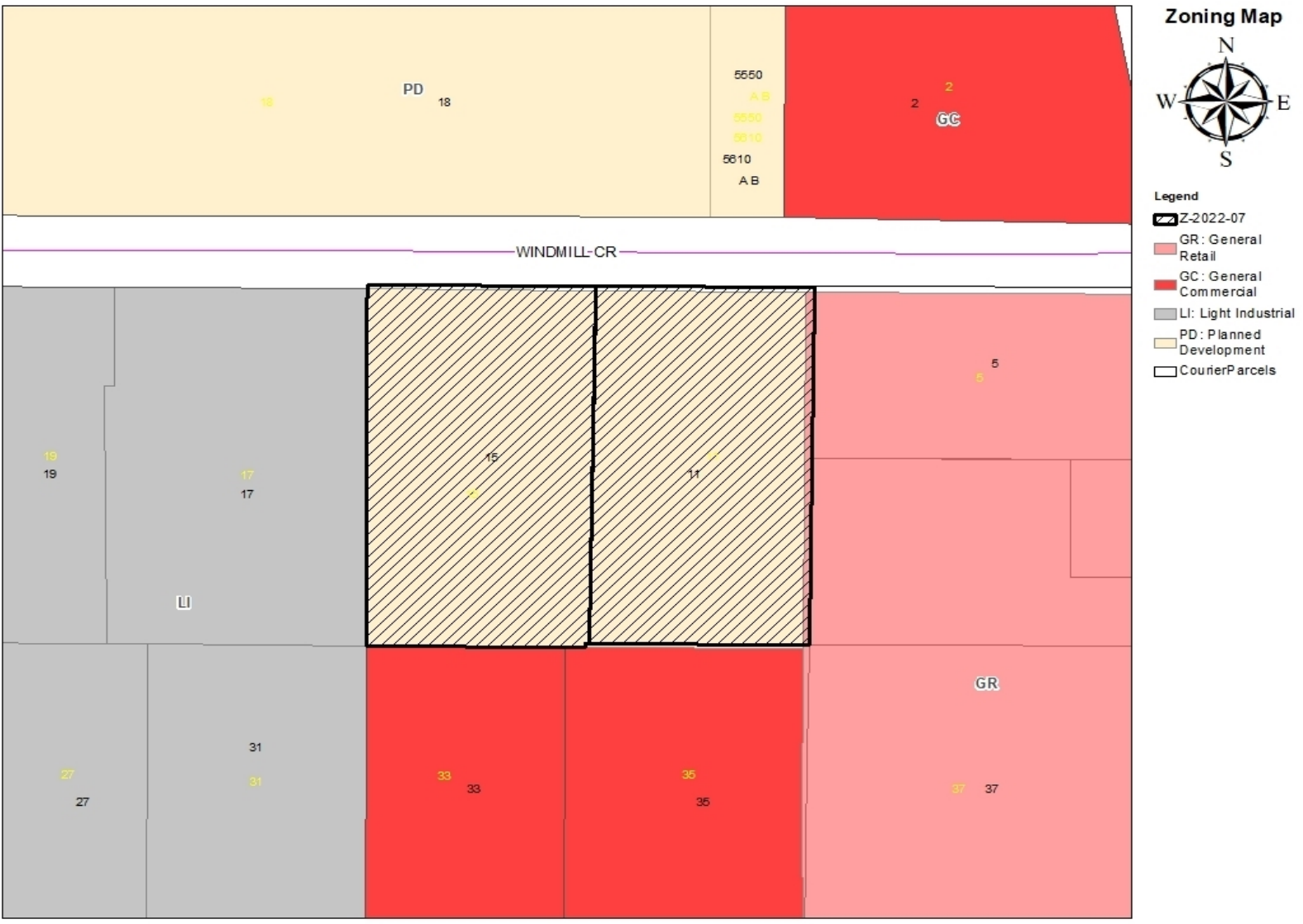
Case:	Z-2022-07
Owner:	Floyd Kaerwer
Agent:	Jacob Martin
Request:	Amendment to the Terms and Conditions of Planned Development 156
Location:	#11 & #15 Windmill Circle
Notification:	0 in Favor, 1 Opposed
Planning & Zoning:	April 05, 2022
City Council Hearings:	1 st April 28, 2022 2 nd : May 12, 2022



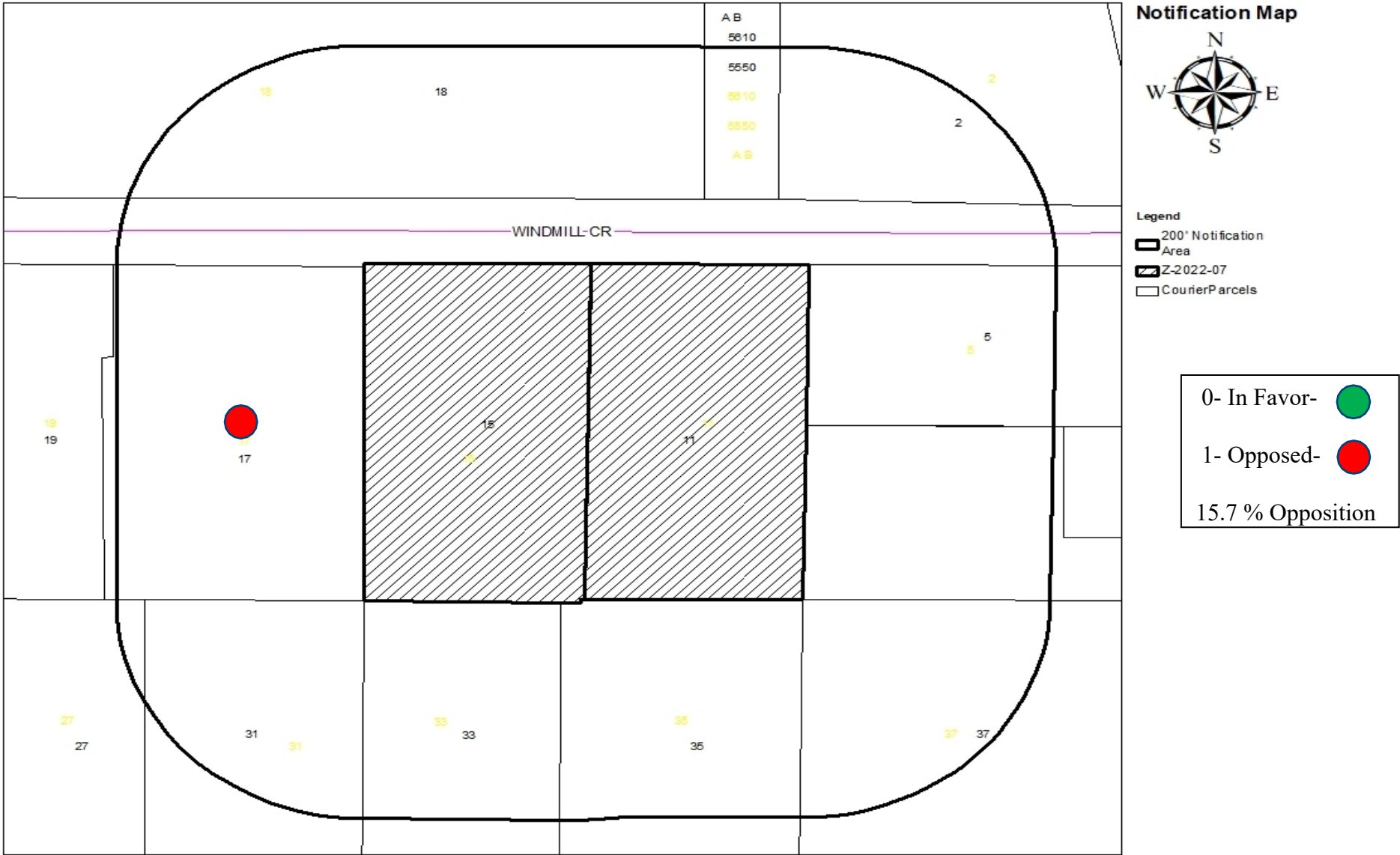
Location Map
(Aerial)

Legend

- Z-2022-07
- CourierParcels







- Consistent with the *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- P&Z Recommends: Approval
- Staff Recommendation: Approval
 - Alter the permitted use language to include “Storage Self-service units.”

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 4/28/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: **13. Ordinance (First Reading) Z-2022-08: Receive A Report, Hold A Discussion and Take Action on a Request from the Collective Owner of Property Within the Subdivision Known as Mill Ridge Estates to Change the Zoning of 27.859 Acres from Residential Single-Family District-6 (RS-6) to Residential Single-Family Patio Home District (PH) at the 200 Block of Hardison Lane, Abilene, Taylor County, Texas. (Tim Littlejohn)**

GENERAL INFORMATION

The request is to rezone approximately 27.85 acres of Single-Family Residential (RS-6) zoning to Patio Home (PH) zoning. The intention, according to a draft subdivision plat received by staff, is to create eighty-four (84) single-family home sites.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request.

ATTACHMENTS:

1. Z-2022-08 Council Ordinance
2. Z-2022-08 Staff Report
3. Application
4. Plat copy
5. Z-2022-08 PZC presentation

ORDINANCE NO. _____

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

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 28th day of April, 2022.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of March, 2022, the same being more than fifteen (15) days prior to a public hearing at the Abilene Public Library's South Branch in the Mall of Abilene at 4310 Buffalo Gap Road in Abilene, Texas, at 8:30 a.m. on the 12th day of May, 2022, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 in the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 12th day of May, 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from an Residential Single Family 6 (RS 6) to a Patio Home (PH) District:

BEING 27.86 acres out of section 8, Lunatic Asylum Lands Survey, Taylor County, Texas, and being the same tract conveyed to M.L. Hughes and Carol Hughes, recorded in volume 2851, Page 225, Official Public Records, Taylor County, Texas, said 27.86 Acre tract being more particularly described as follows;

BEGINNING at a found ½ inch iron rod with plastic ring marked “Needham” on the South right of way at the Northern most Northeast corner of the tract, where the Northwest corner of said Section 8 is calculated to bear 920.7' N 89°25'51” W;

THENCE South 00 degrees 27minutes 16 seconds West for a distance of 308.56 feet to a found ½ inch iron rod with plastic ring marked “Needham” at a corner of this tract;

THENCE South 89 degrees 27 minutes 16 seconds West for a distance of 308.56 feet to a found ½ inch iron rod with plastic ring marked “Needham” at the Eastern Northeast corner of this tract;

THENCE South 00 degrees 38 minutes 47 seconds East for a distance of 1324.70 feet to a found ½ inch iron rod with plastic ring marked “Needham” at the Southeast corner of this tract;

THENCE North 89 degrees 32minutes 33 seconds West for a distance of 1371.63 feet to a found ½ inch iron rod with plastic ring marked “Needham” at the Southwest corner of this tract;

THENCE North 00degrees 26 minutes 14 seconds East for a distance of 1181.17 feet to a found ½ inch iron rod with plastic ring marked “Needham” on the South right of way od Hardison Road at the Northwest corner of this tract;

THENCE South 89 degrees 25 minutes 51 seconds East for a distance of 50.02 feet to the Point of Beginning containing 27.86 acres. Surveyed on August 23, 2017.

Page 213 of 336

ZONING CASE Z-2022-08

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: April 5, 2022

City Council 1st Reading: April 28, 2022

City Council 2nd Reading: May 12, 2022

Applicant

Owner: Griffith Lake Estates, LLC

Agent: BJ Prichard/eHT

Request

Rezone approximately 27.85 acres of Single-Family Residential (RS-6) zoning to Patio Home (PH) zoning. The intention, according to a draft subdivision plat received by staff is to create eighty-four (84) single-family home sites.

Location

The subject property is approximately 27.85 acres of vacant land along the 200 block of Hardison Lane. Legal description being the Northwest quarter of Lunatic Asylum Lands Section 8, Abilene, Taylor County, Texas.

Background

The subject property was annexed around 2018-2019 according to Taylor County Tax Assessor and Single-family Residential (RS-6) zoning was applied to the property. The applicant would now like to zone this property to PH (Patio Home) in order to maximize the buildable area of the current lot sizes.

Zoning and Existing Land Use

Current zoning and existing land use of properties adjacent to and in the immediate area of the subject property are illustrated on the map included in this report. As indicated on the map, adjacent zoning consists of RS-6, AO, and a PD district with a base zoning of NR allowing for self-service storage units. Directly North and on the Southeast side of the property are unannexed properties. Currently single-family residences are to the south of the subject property, and vacant land is to the East and West. To the North and Southeast are single-family homes.

Criteria Assessment

Section 1.4.1.4 of the Land Development Code states that in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

- (1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land use and Development Plan Map, as amended;**

It is the opinion of the staff that the proposed zoning map amendment will serve to implement the goals, objectives, and policies of the Comprehensive Plan and Future Land Use and

Development Plan Map. The Future Land Use and Development Plan Map does not identify this property within the boundaries of the City. The proposed zone change is consistent with single-family residential land use located nearby on the future land use map. Additionally, the comprehensive plan details the need to close gaps or enclaves within the current city limits.

(2) Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

It is the opinion of the staff, that the uses permitted by the proposed zone change are consistent with the surrounding properties in the immediate vicinity. The surrounding properties are residential with a PD district with a base zoning of NR on the West side of this property.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The future development of the subject property will necessitate the extension of water and sewer utilities to service the future subdivision. Additionally, the future development of the northernmost point of the subject property will require dedication of right-of-way.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

It is the opinion of the staff that no other factors are present that would substantially affect public health, safety, morals, or general welfare.

Staff Recommendation

Staff recommends approval.

P&Z also recommends approval

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, staff mailed personal notices on October 22, 2021, via certified mail to the applicant and other property owners within a 200-foot radius of the subject property. These property owners and associated addresses are identified in Table 1.

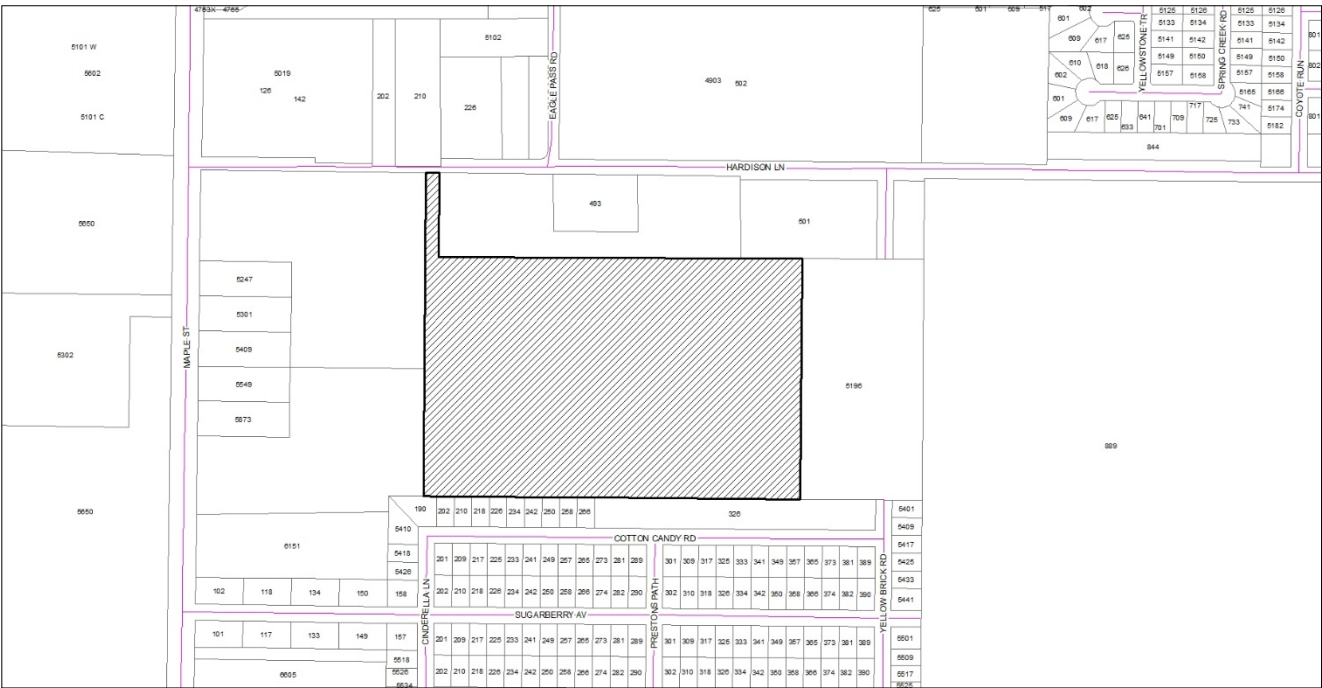
TABLE 1

Owner	Property ID	Situs	Response
WITHERSPOON ROBERT A & ELAINE	106316	373 COTTON CANDY RD	
BARIELLE EMILY C	106287	233 COTTON CANDY RD	
HUTCHINS MICHAEL C	106314	357 COTTON CANDY RD	
DANTZLER STEVEN & SARAH	106286	225 COTTON CANDY RD	
BARAJAS CRESCENCIO & SUSANA	106310	325 COTTON CANDY RD	
BELONEY LANCE C JR	106285	217 COTTON CANDY RD	
GLIDDEN JAMES D	106294	289 COTTON CANDY RD	
GLOVER JORDAN &	106289	249 COTTON CANDY RD	
BATES RYAN & SIDNEY	106308	309 COTTON CANDY RD	
CLEVELAND CURTIS L	106291	265 COTTON CANDY RD	
MORRIS CHRISTOPHER W &	106288	241 COTTON CANDY RD	
DE PAUW DARBY	106311	333 COTTON CANDY RD	
GANTAR CARLIE J	106284	209 COTTON CANDY RD	
LEWIS KIRK & JILL	106313	349 COTTON CANDY RD	
VARNER VICKIE	106309	317 COTTON CANDY RD	
BANKS AARON & MCKENZIE	106290	257 COTTON CANDY RD	
AIKEN MICHAEL B & LESA	106293	281 COTTON CANDY RD	
GARCIA ADRIAN F	106283	201 COTTON CANDY RD	
CONLEY STEVEN W	106312	341 COTTON CANDY RD	
CLEARVIEW FAMILY LTD PTR	106264	5418 CINDERELLA LN	
KING MARY C	14554	6151 MAPLE ST	
NDOU PROPERTIES LLC	969205		
HARLESS TIMOTHY & MOLLY	14890		
HUDSPETH ANDREW T	106270	226 COTTON CANDY RD	
ZEIMET MICHAEL ANTHONY & VIOLETTE ASHLEY	106266	190 COTTON CANDY RD	
ESCANUELAS GABRIEL R	106274	258 COTTON CANDY RD	
ROUSH VYANNE J	106292	273 COTTON CANDY RD	
YOE BILLY L & MARIA VICTORIA	969203		
BENTON LEWIS III	106267	202 COTTON CANDY RD	
WHEATON ASHLEE M	106275	266 COTTON CANDY RD	
Confidential Owner	106269	218 COTTON CANDY RD	
P N C DEVELOPMENT CORP	106276	326 COTTON CANDY RD	
TAYLOR ELECTRIC COOP INC	205762	501 HARDISON LN	
TAYLOR ELECTRIC COOP INC	971635	5196 YELLOW BRICK RD	
SWARTZENTRUBER DELBERT &	106268	210 COTTON CANDY RD	
SMITH JESSE J	106272	242 COTTON CANDY RD	
HOOPER GARETH & AMANDA	106265	5410 CINDERELLA LN	
NICHOLAS GREGORY & PAIGE	106315	365 COTTON CANDY RD	
RICH TIM	106307	301 COTTON CANDY RD	
NDAYISHIMIYE YVETTE	1005492	250 COTTON CANDY RD	
JOHNSON FRED & CATHY	106271	234 COTTON CANDY RD	
HSH VENTURES LLC SERIES F	968739		
HARLESS TIMOTHY & MOLLY	14336	493 HARDISON LN	
NORDQUEST KEITH	73988	226 HARDISON LN	
INGRAM CONCRETE LLC	66884	142 HARDISON LN	
INGRAM CONCRETE LLC	66884	126 HARDISON LN	
INGRAM CONCRETE LLC	66884	5019 MAPLE ST	
CURTIS WAYNE G & NORMA C	72515	202 HARDISON LN	
BUSK KRISTOFFER JON & ELEANOR JOY	72514	210 HARDISON LN	

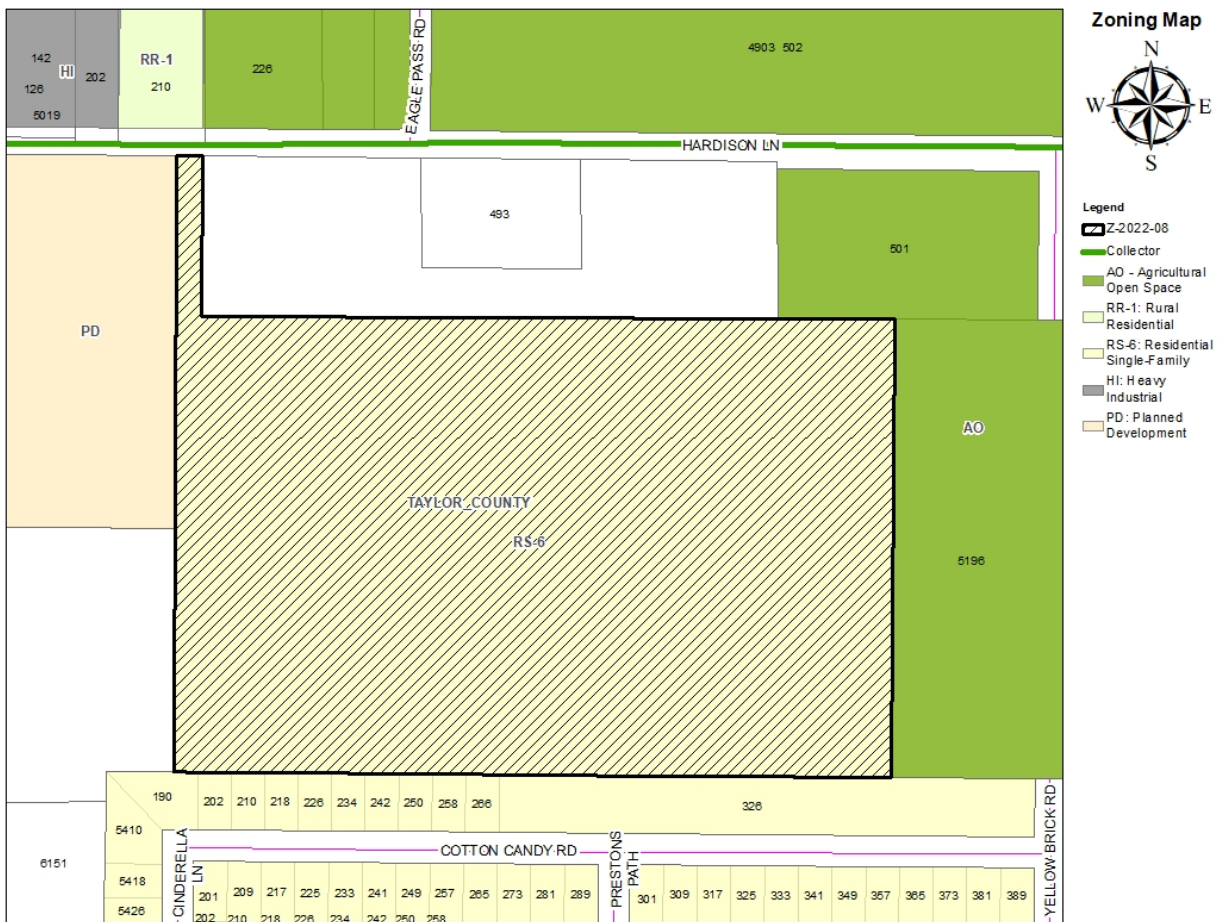
Attachments

Application
PowerPoint Presentation

LOCATION MAP



ZONING AND EXISTING LAND USE MAP





Development Application

Planning

☐ Conditional Use ☐ Easement Release ☒ Rezoning ☐ Other
☐ PDD ☐ Street Name Change ☐ Thoroughfare Abandonment ☐ PDD Amendment
Other: _____

Project Name: **Mill Ridge Estates**
Address: **Hardison Lane** No. of lots: **84** Acreage: **27.859**
Legal Description: **See attached field notes**
Subdivision Name: **Mill Ridge Estates** Block: **A-D** Lot: **1 - 84**
Current Zoning: **Single Family Residential / RS-6** Proposed Zoning (if applicable): **Single Family Residential/ Patio Home**

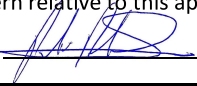
OWNER AND AUTHORIZATION

Owner Name: **Griffith Lake Estates, LLC**
Address: **2117 Canyon Rock Court**
City, State, Zip: **Abilene Texas 79606** Fax: **N/A**
Phone: **325-660-8051** Email: **N/A**

*I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) **BJ Prichard** will act as my agent before the Planning and Zoning Commission.*

Agent Name: **BJ Prichard / eHT**
Address: **402 Cedar Street**
City, State, Zip: **Abilene, Texas 79601** Fax: **N/A**
Phone: **325-725-1369** Email: **bj.prichard@e-ht.com**

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner:  Date: **3/8/2022**

FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____
Case No.: _____ Reviewed By: _____



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

Applicant wishes to modify the zoning for Mill Ridge Estates from its current zoning classification of RS-6 to Patio Home. Applicant has no plans to reduce the size of the lots depicted on the final submitted for on March 7, 2022; however, they are wanting to take advantage of smaller minimum side backs in order to maximize the buildable space on each lot. Additional exhibits are attached for City review/use.



Development Application

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

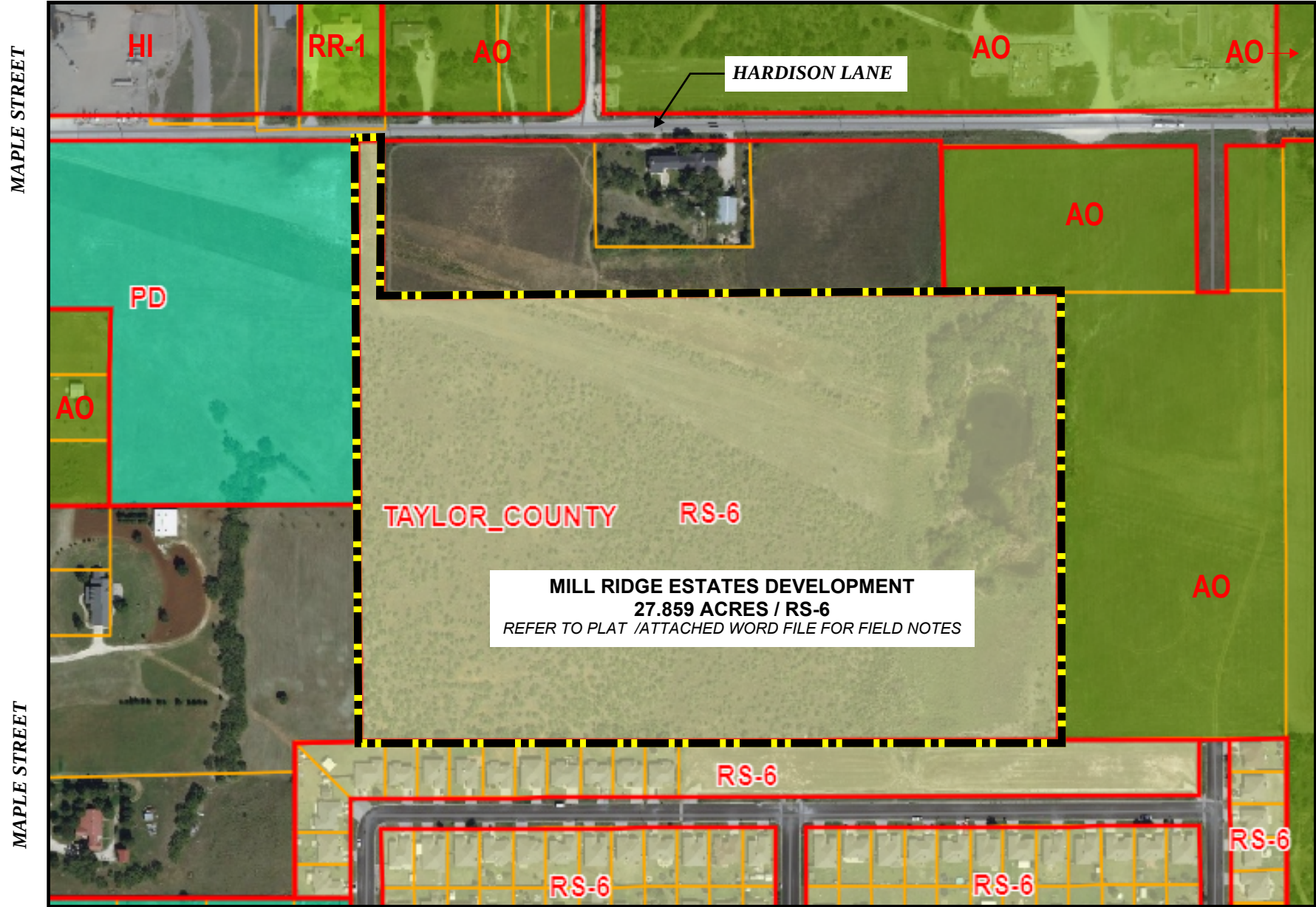
The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED:  DATE: 3/8/22



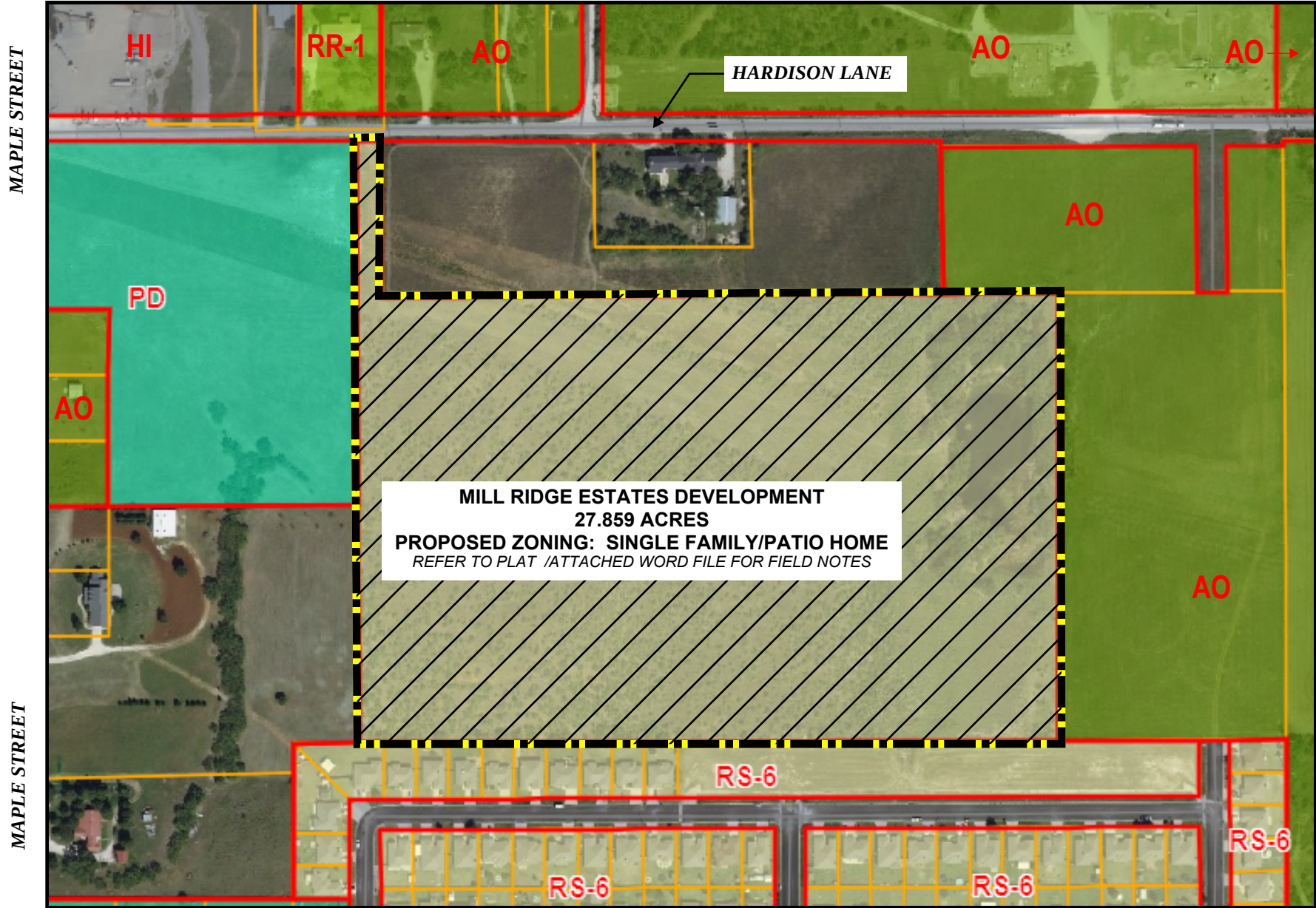
EXISTING ZONING MAP



ENPROTEC/HIBBS & TODD, INC.

ENVIRONMENTAL AND CIVIL ENGINEERING
402 Cedar Street
325-698-5560

Abilene, Texas 79601
PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPS 2020-0000000000



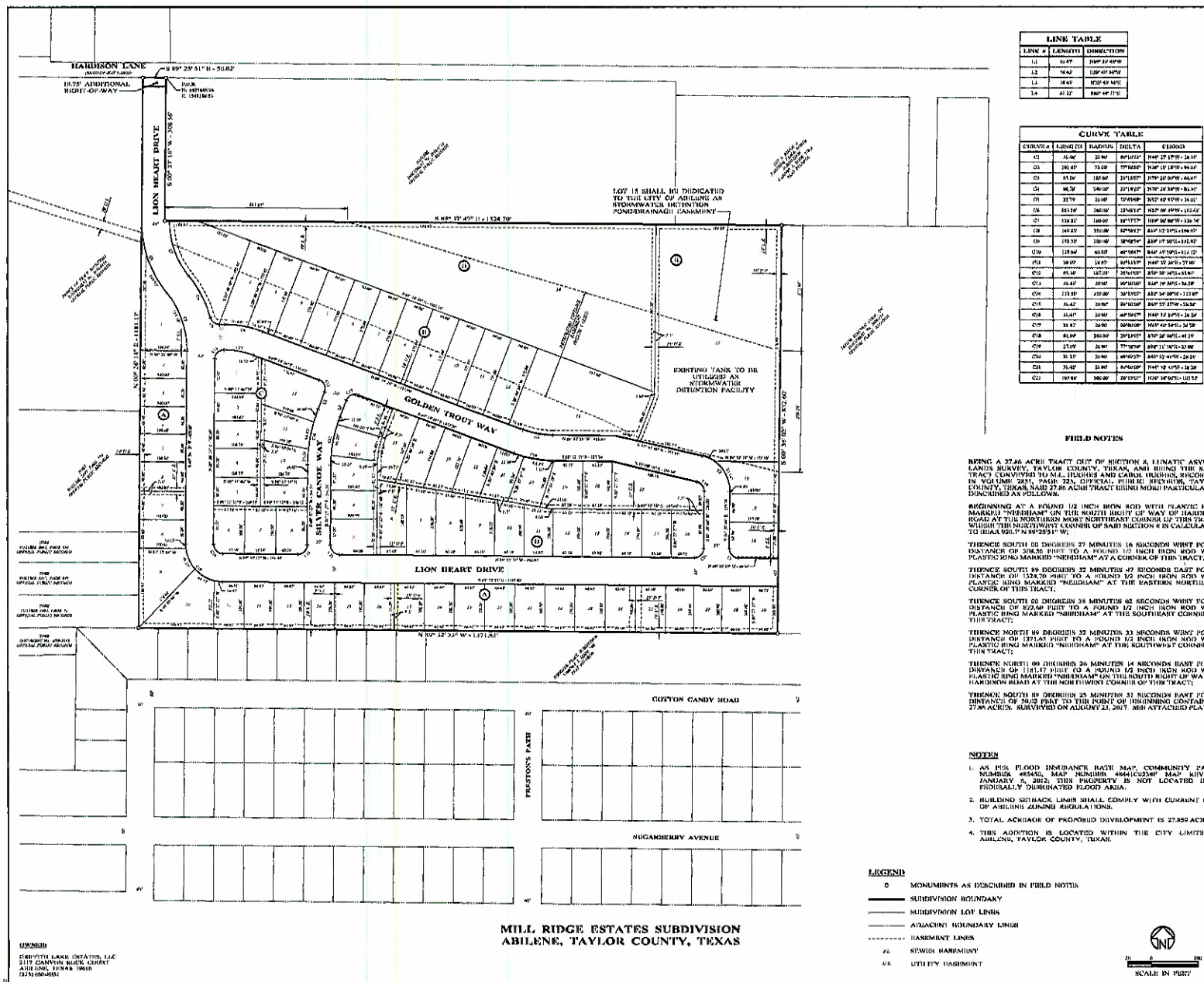
PROPOSED ZONING MAP



ENPROTEC/HIBBS & TODD, INC.

ENVIRONMENTAL AND CIVIL ENGINEERING
 402 Cedar Street
 325-698-5560

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



LINE #	LENGTH	DIRECTION
1.1	10.47'	N 89° 23' 48"W
1.2	18.40'	S 120° 43' 34"E
1.3	18.40'	N 70° 43' 34"E
1.4	41.32'	N 52° 44' 33"E

CUMULATED	NUMBER OF	DEVELOPS	ELIMINATED
C1	31.46%	20.86%	10.64%
C2	31.46%	19.09%	11.91%
C3	61.39%	18.67%	22.76%
C4	61.39%	18.67%	22.76%
C5	61.39%	18.67%	22.76%
C6	61.39%	18.67%	22.76%
C7	61.39%	18.67%	22.76%
C8	61.39%	18.67%	22.76%
C9	61.39%	18.67%	22.76%
C10	61.39%	18.67%	22.76%
C11	61.39%	18.67%	22.76%
C12	61.39%	18.67%	22.76%
C13	61.39%	18.67%	22.76%
C14	61.39%	18.67%	22.76%
C15	61.39%	18.67%	22.76%
C16	61.39%	18.67%	22.76%
C17	61.39%	18.67%	22.76%
C18	61.39%	18.67%	22.76%
C19	61.39%	18.67%	22.76%
C20	61.39%	18.67%	22.76%
C21	61.39%	18.67%	22.76%
C22	61.39%	18.67%	22.76%

FIELD NOTES

BRING A 27.86 ACRE TRACT OUT OF SECTION 8, LUNATIC ASYLUM LANDS SURVEY, TAYLOR COUNTY, TEXAS, AND BRING THE SAME TRACT CONVEYED TO MR. HUGHES AND CAROL HUGHES, RECORDED IN VOLUME 2831, PAGE 23, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, SAID 27.86 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2 INCH IRON ROD WITH PLASTIC RING MARKED "NRIIDAM" ON THE SOUTH RIGHT OF WAY OF HARRISON ROAD AT THE NORTHWEST CORNER OF SAID SECTION 8 IN CALCULATED TO BEAL 920.7' N 89°25'51" W;

"THENCE SOUTH 00 DEGREES 27 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 308.36 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC WING MARKED "NORTHAM" AT A CORNER OF THIS TRACT,

THENCE SOUTH 89 DEGREES 32 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 1524.79 FEET TO A ROUND 1/2 INCH IRON ROD WITH PLASTIC RING MARKED "NEEDHAM" AT THE EASTERN NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 00 DEGREES 38 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 872.60 FEET TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC RING MARKED "NBH21AM" AT THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 89 DEGREES 32 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 171.63 FEET TO A POUND 1/2 INCH IRON ROD WITH PLASTIC RING MARKED "NEKHAM" AT THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 00 DEGREES 26 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 181.17 FEET TO A ROUND 1/2 INCH IRON ROD WITH PLASTIC END MARKED "NINELAM" ON THE NORTH RIGHT OF WAY OF HARDIN ROAD AT THE NORTHWEST CORNER OF THE TRACT;

THENCE SOUTH BY DICKINSON 25 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 50.02 FEET TO THE POINT OF BEGINNING CONTAINING 27.85 ACRES. SURVEYED ON AUGUST 21, 2017. SEE ATTACHED PLAT.

NOTEN

1. AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 483450, MAP NUMBER 4841C020H, MAP DATED JANUARY 6, 2012; THE PROPERTY IS NOT LOCATED IN A FEDERALLY DESIGNATED FLOOD AREA.

2. BUILDING SETBACK LINES SHALL COMPLY WITH CURRENT CITY OF ABILENE ZONING REGULATIONS.

4. THIS ADDITION IS LOCATED WITHIN THE CITY LIMITS OF ABILENE, TAYLOR COUNTY, TEXAS.

AS DESCRIBED IN FIELD NOTE#

BOUNDARY
LOT LINE

BOUNDARY LINES

Figure 1 is a schematic diagram of the experimental setup. It shows a subject sitting at a table, looking at a video screen. A camera is positioned above the screen. A scale bar is shown below the screen, with markings for 0, 50, and 100 cm. The subject is looking at a video screen that displays a target (a small circle) and a starting point (a larger circle). The distance between the starting point and the target is 100 cm. The subject is instructed to move the starting point to the target.

SCALE IN FEET

PLANNING COMMISSION		PLANNING DIRECTOR	
THIS FILE IS NUMBERED IN ACCORDANCE OF THE CITY PLANNING AND COMMISSION OF THE CITY OF ARLING, TEXAS AND THE COUNTY CLERK IS THEREAFTER AUTHORIZED TO FILE THIS FILE IN THE COUNTY CLERK'S OFFICE. THIS FILE IS NUMBERED IN ACCORDANCE WITH THE COUNTY CLERK'S OFFICE. THIS FILE IS NUMBERED IN ACCORDANCE WITH THE COUNTY CLERK'S OFFICE. THIS FILE IS NUMBERED IN ACCORDANCE WITH THE COUNTY CLERK'S OFFICE.		FILED WITH PLANNING DIRECTOR CITY OF ARLING, TEXAS	
DATE	CLERK	DATE	FILE NUMBER
FILED	SECRETARY	DATE	PLANNING DIRECTOR
DATE	PLANNING DIRECTOR	DATE	FILE
DIRECTION OF PUBLIC WORKS		COUNTY CLERK	
THE DIRECTION OF PUBLIC WORKS IS IN CONNECTION WITH THIS FILE IN THE COUNTY CLERK'S OFFICE. THIS FILE IS NUMBERED IN ACCORDANCE WITH THE COUNTY CLERK'S OFFICE. THIS FILE IS NUMBERED IN ACCORDANCE WITH THE COUNTY CLERK'S OFFICE. THIS FILE IS NUMBERED IN ACCORDANCE WITH THE COUNTY CLERK'S OFFICE.		I CERTIFY THAT THE DIRECTION OF PUBLIC WORKS IS IN CONNECTION WITH THIS FILE IN THE COUNTY CLERK'S OFFICE. THIS FILE IS NUMBERED IN ACCORDANCE WITH THE COUNTY CLERK'S OFFICE. THIS FILE IS NUMBERED IN ACCORDANCE WITH THE COUNTY CLERK'S OFFICE. THIS FILE IS NUMBERED IN ACCORDANCE WITH THE COUNTY CLERK'S OFFICE.	
DATE	DIRECTION OF PUBLIC WORKS	DATE	FILE NUMBER
DATE	DIRECTION OF PUBLIC WORKS	COUNTY CLERK	COUNTY, TEXAS
DEPUTY			

[illegible]

ACKNOWLEDGMENT

THE STATE OF TEXAS:
COUNTY OF _____

BEFORE ME, the undersigned authority in and for said county and state on this day _____

PERSONALLY APPEARED _____

WHOSE NAME TO ME BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND
ACKNOWLEDGED TO ME THAT THE SAME WAS OF THE BEST

A CORPORATION, AND THAT HE ENJOYED THE SAME ON THE DAY OF SUCH CORPORATION FOR THE PURPOSES AND
CONSIDERATION HEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____

DAY OF _____ A.D. 19____

NOTARY PUBLIC COUNTY TEXAS

--

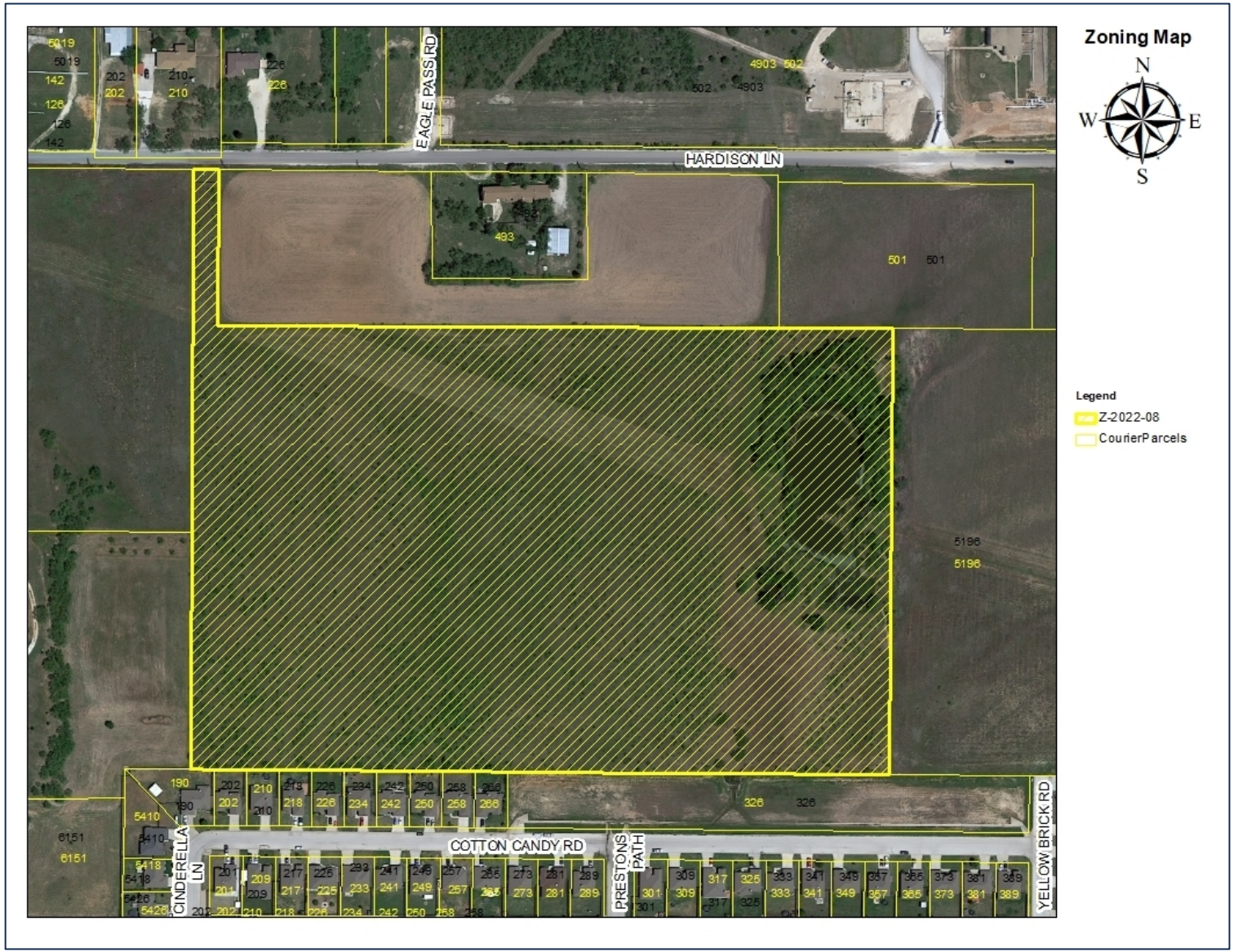
GENERAL NOTES

WEIGHT <u>1 of 1</u>	SHEET <u>THREE</u>	ACROSS <u>THIRTY</u>	
SCALE <u>1" = 100'</u>	WALLET LIST <u>6010</u>	NO OF <u>90</u>	LARGEST LOT <u>THIRTY</u>
SURVEYOR CERTIFICATE AND PLAT DESCRIPTION			
CERTIFICATION:			
I HEREBY CERTIFY THAT THE PLAT SUBMITTED HEREWITH REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED OR UNDER HIS SUPERVISION ON THE LANDS AND THAT PERMANENT MONUMENTS HAVE BEEN SET			
INDICATED IN THE PLAT AND IN ACCORDANCE WITH THE "SURVEYOR'S REGULATIONS" OF THE DISTRICT OF COLUMBIA			
PLAT DESCRIPTION:			
FEDERAL RESERVE BANK BUILDING SUBDIVISION			
WASHINGTON, DISTRICT OF COLUMBIA			
PRELIMINARY: THIS DOCUMENT SHALL NOT BE REPRODUCED FOR ANY PURPOSE AND SHALL NOT BE USED OR REPRODUCED OR UPON AS A FINAL SURVEY DOCUMENT			
SIGNATURE _____			
(SIGNED)			
RECEIVED BY: _____			
DATE _____			
RECEIVED PROFESSIONAL AND INSURER			

eHT **ENPROTEC/HIBBS & TODD, INC.**
ENVIRONMENTAL AND CIVIL ENGINEERING
 400 Cedar Street
 Philadelphia, PA 19106
 P/E: 1000 Registration No. 1312
 P/Q: 1000 Registration No. 12193
 NPLS: 1000 Registration No. 10041000

Case:	Z-2022-08
Owner:	Griffith Lake Estates, LLC
Agent:	BJ Prichard/eHT
Request:	Rezone from Residential Single-family (RS-6) to Patio Home (PH)
Location:	27.85 Acres of vacant land along the 200 block of Hardison Lane
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	April 5, 2022
City Council Hearings:	1 st : April 28, 2022 2 nd : May 12, 2022

Z-2022-08 LOCATION MAP





Permitted Uses in RS Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- C Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- P Dwelling – Accessory
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Permitted Uses in PH Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Patio Home
- P Dwelling – Single-Family Detached

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Subject Property



Neighboring Property (Northeast)



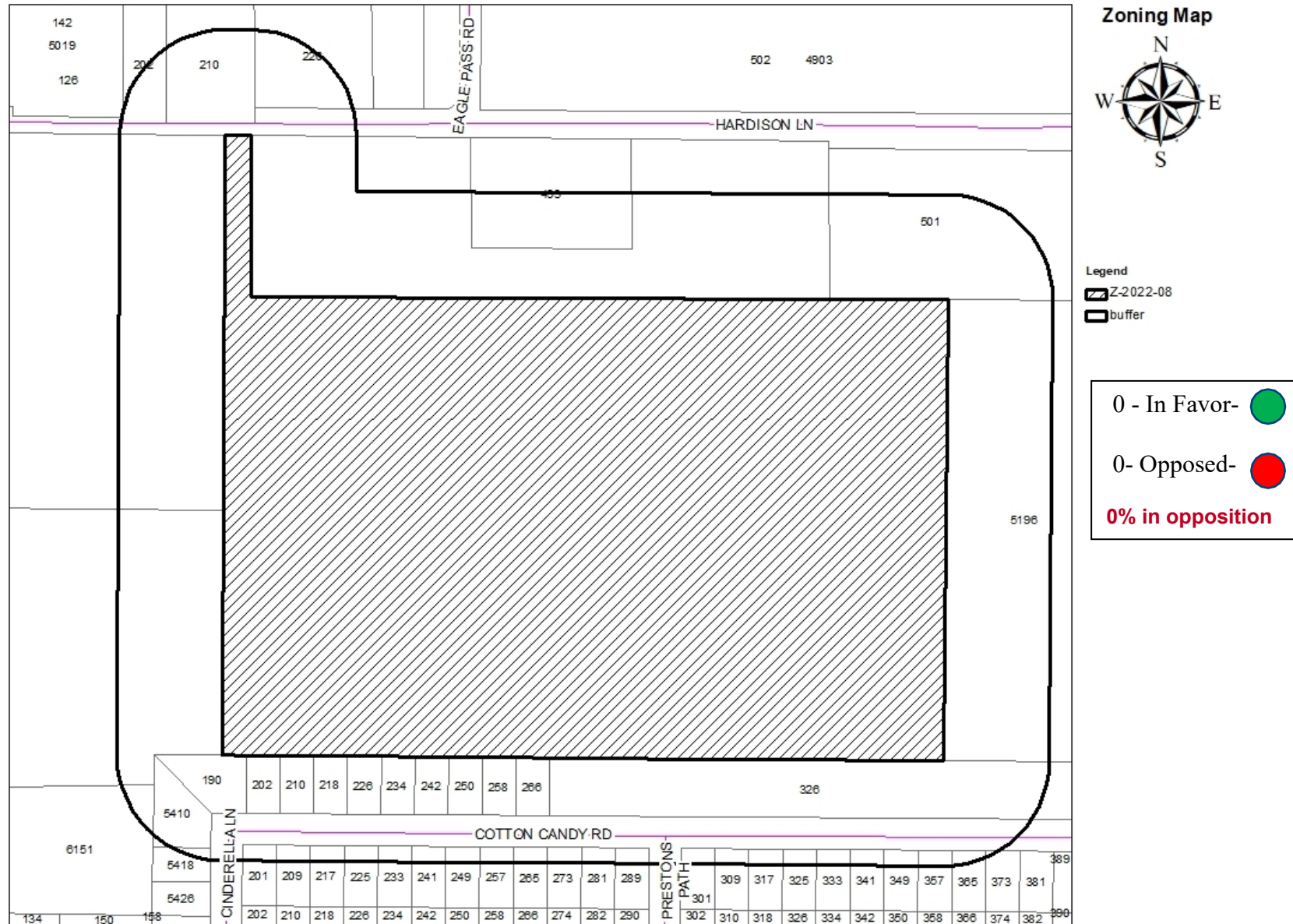
Neighboring Property (North)



Neighboring Property (West)



Z-2022-08 NOTIFICATION AREA MAP



- Consistent with the *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- P&Z Recommends: Approval
- Staff Recommendation: Approval.

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 4/28/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: **14. Ordinance (First Reading) CUP-2022-01:** Receive a Report, Hold a Discussion and Take Action on a request from the collective owner of property within the subdivision known as Original Town of Abilene to allow the use of a tattoo studio within the Central Business (CB) district, 536 Hickory Street, Abilene, Taylor County, Texas. *(Tim Littlejohn)*

GENERAL INFORMATION

The request is to add a Conditional Use Permit (CUP) to approximately .964 acres of property zoned Central Business (CB).

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request.

ATTACHMENTS:

1. CUP-2022-01 Council Ordinance
2. CUP-2022-01 Staff Report
3. Ordinance 22-2019
4. Application CUP-2022-01
5. CUP-2022-01 Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 28th day of April, 2022.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of March, 2022, the same being more than fifteen (15) days prior to a public hearing held at the Abilene Public Library's South Branch in the Mall of Abilene at 4310 Buffalo Gap Road in Abilene, Texas, at 8:30 a.m. on the 12th day of May, 2022, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 12th day of May, 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Conditional Use Permit (CUP) to allow a Tattoo Parlor on the following described property in a Central Business (CB) zoning district:

Lots 1-6 of block 74 within the Original Town of Abilene subdivision.



-END-

ZONING CASE CUP-2022-01

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: April 5, 2022

City Council 1st Reading: April 28, 2022

City Council 2nd Reading: May 12, 2022

Applicant

Owner: Marble Orchard Properties, LLC

Request

Add a Conditional Use Permit (CUP) to approximately .964 acres of property zoned Central Business (CB).

Location

542 Hickory St. (Lots 1-6, Block 74, O T Abilene Subdivision)

Background

This zone change request incorporates lots one (1) through six (6) in block seventy-four (74) of the Original Town Abilene Subdivision. These subject properties have been zoned Central Business (CB) since at least 1974, when the City of Abilene adopted zoning.

According to information provided within the application, the owner intends to establish a tattoo parlor within the subject properties. Prior to 2019, tattoo parlors were not a permitted use in Central Business districts. In 2019, the Land Development Code (LDC) was altered to permit tattoo parlors in CB districts with the approval of a Conditional Use Permit (CUP) (Ordinance No. 22-2019).

Zoning and Existing Land Use

Current zoning and existing land use of properties adjacent to and in the subject property's immediate area are illustrated on the map included in this report. As indicated on the map, adjacent zoning consists of Central Business Districts to the North, South, East, and West. The existing land uses for neighboring properties are an office to the North, vacant land and retail sales to the East, office uses to the South, and a parking lot to the West of the subject property.

Criteria Assessment

Staff has reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval, of the Land Development Code. These factors are identified and addressed below:

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.

The Future Land Use and Development Plan Map identifies this area as Commercial use. Our Comprehensive Plan encourages reuse of existing development within the interior regions of the city.

It is the opinion of the staff that the proposed Conditional Use Permit will serve to implement the goals, objectives, and policies of the Comprehensive Plan as well as the Future Land Use and Development Plan.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations

The Central Business District is intended to provide a wide range of retail goods and consumer services to residents of the metropolitan area and trade area. The CB district is also intended to promote multiple types of development, resulting in a central area of Abilene that will attract a variety and diversity of people.

It is the opinion of staff that the inclusion of purpose and intent of the applicable zoning district regulations to permit a Tattoo Parlor within a CB district with the approval of a conditional use permit accomplishes this criterion for approval.

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.

It is the opinion of the staff that the proposed use is compatible with surrounding uses and is expected to have an intensity no greater than the dental offices to the North.

It is the opinion of staff that the proposed use of this site will not create adverse impacts regarding traffic, noise or odors.

4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.

The proposed use will not generate pedestrian and vehicular traffic that will be hazardous or conflict with existing and anticipated traffic. Hickory Street, North 6th Street, and North 5th Street are collector roads that are designed to carry moderate traffic. Traffic impacts will be mitigated as the infrastructure is already in place.

5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.

Currently, no roadway adjustments, traffic control devices or mechanisms are required. The subject properties currently have access to existing utilities and public amenities adequate for the proposed uses. This request presents no apparent conflicts with existing or proposed plans for community facilities and related infrastructure.

6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.

Previously this property was used as a funeral home. The use of this facility as a “Tattoo Parlor” would create a similar if not less intensive use. This being said, it should not pose any adverse effects or visual impacts in comparison to what previously existed.

7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.

It is staff’s opinion that the proposed use meets the standards and intent for the zoning district.

Staff Recommendation

Staff recommends approval

P&Z also recommends approval

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, staff mailed personal notices on March 25, 2022 (via certified mail) to the applicant and other property owners within a 200-foot radius of the subject property. These property owners and associated parcel identification numbers are identified in Table 1.

Attachments:

Application

Ordinance 22-2019

Owner	Property ID	Situs	Response
BARNARD JIM WALTER	54802	501 HICKORY ST	O
BARNARD JIM WALTER	54935	517 HICKORY ST	O
BARNARD JIM WALTER	55055	535 HICKORY ST	O
J HAGIN LLC	26601	613 HICKORY ST	O
MC CLURE FRANCES INC	26464	1246 1/2 N 6TH ST	O
PRESTON EZZELL &	28485	441 ORANGE ST	
BARNARD JIM WALTER	54802	1234 N 5TH ST	
JAR LAND & INVESTMENTS LLC	28131	1346 N 6TH ST	
PRESTON EZZELL &	28249	425 ORANGE ST	
PRESTON EZZELL &	28371	435 ORANGE ST	
PETRE JACKSON LIVING TR	55187	1245 N 6TH ST	
REINMUND REAL ESTATE LLC	100565		
ABILENE BEEHIVE INC	27271	1229 N 5TH ST	
JOHNSON DENTAL GROUP PLLC	27811		
PETRE JACKSON LIVING TR	55308	1235 N 6TH ST	
VALDEZ JUAN & ROSA ADRIANA	28268	609 ORANGE ST	
MARBLE ORCHARD PROPERTIES LLC	983281	1333 N 6TH ST	
CARTER VICKI LEA	27685	618 HICKORY ST	
ENPROTEC/HIBBS & TODD INC	983218		
PRESTON EZZELL &	27538	440 HICKORY ST	
MARBLE ORCHARD PROPERTIES LLC	55443	542 Y HICKORY ST	
MARBLE ORCHARD PROPERTIES LLC	55443	532 HICKORY ST	
MARBLE ORCHARD PROPERTIES LLC	55443	542 HICKORY ST	
MARBLE ORCHARD PROPERTIES LLC	55443	536 HICKORY ST	
MC CLURE FRANCES INC	26464	1246 N 6TH ST	
REINMUND REAL ESTATE LLC	113843	602 HICKORY ST	

ZONING MAP



LOCATION MAP



ORDINANCE NO. 22-2019

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY ALLOWING A USE IDENTIFIED AS A "TATTO PARLOR" TO BE A CONDITIONAL USE IN CENTRAL BUSINESS (CB) ZONING DISTRICTS; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Section 2.4.2.1 (a) (The Land Use Matrix) of the City of Abilene's Land Development Code is hereby amended by adding a Conditional Use for the term "Tattoo Parlor" in Central Business (CB) Zoning Districts.

PASSED ON FIRST READING the 28th day of March, 2019.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of March, 2019, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 11th day of April, 2019 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 11th day of April, 2019.

ATTEST:



CITY SECRETARY



MAYOR

APPROVED:



CITY ATTORNEY

Exhibit A

Division 2 - Land Use Matrix

Section 2.4.2.1 The Land Use Matrix

(a) The Land Use Matrix begins on the following page.

LEGEND: P - Permitted, Blank - Not Permitted, C - Conditional Use Permit, TP - Requires a Temporary Permit, * - Conditions Apply See [Ch. 2 Art. 5 Div. 3](#)

PERMITTED USES Residential Uses	AO	RR	RS	PH	TH	MD	MF	MH	CU	NO	O	NR	GR	MU	CB	NX	GC	HC	LI	HI	PARKING REQUIREMENT (also refer to Chapter 4, article 2, Division 1)
Tattoo Parlor*												C	C		C		P	P	P		1/500 SF

(Ord. No. 8-2010, pt. 1 (Exh. A), 4-22-10; Ord. No. 12-2010, pt. A (Exh. A), 6-10-10; Ord. No. 24-2010, pt. 1 (Exh. A), 9-9-10; Ord. No. 33-2010, pt. 1 (Exh. A), 11-4-10; Ord. No. 29-2011, pt. 1 (Exh. A), 8-25-11; Ord. No. 8-2012, pt. 1 (Exh. A), 1-12-12; Ord. No. 49-2012, pt. 1 (Exh. A), 10-11-12; Ord. No. 55-2012, pt. 1 (Exh. A), 11-1-12; Ord. No. 02-2013, pt. 1 (Exh. A), 1-10-13; Ord. No. 03-2013, pt. 1 (Exh. A), 1-10-13; Ord. No. 23-2013, pt. 1 (Ex. A), 6-13-13; Ord. No. 25-2014, pt. 1 (Exh. A), 3-27-14; Ord. No. 62-2018, pt. 3, 10-9-18)



Development Application

Planning

☒ Conditional Use

☐ Easement Release

☐ Rezoning

☐ Other

☐ PDD

☐ Street Name Change

☐ Thoroughfare Abandonment

☐ PDD Amendment

Other _____

Project Name 542 Hickory

Address 542 Hickory St. Abilene TX 79601 No. of lots 1 Acreage 0.96

Legal Description OT Abilene

Subdivision Name N/A Block 74 Lot 1-6

Current Zoning CB Proposed Zoning (if applicable) Conditional Use Permit

OWNER AND AUTHORIZATION

Owner Name Marble Orchard Properties, LLC

Address 873 Amoxillo Street

City, State, Zip Abilene TX 79602 Fax _____

Phone (325) 669-8963 Email mitch@barnettandhill.com

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) _____ will act as my agent before the Planning and Zoning Commission.

Agent Name N/A

Address _____

City, State, Zip _____ Fax _____

Phone _____ Email _____

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner Mitch Barnett Date 2/24/22

FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____

Case No.: CP-2022-01 Reviewed By: _____



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

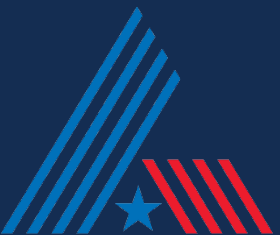
1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

It is our hope to open a luxury tattoo studio at the 542 Hickory location. It is my understanding that in April of 2019, Tattoo Services were approved for Central Business areas, with the approval of a Conditional Use Permit. It is also my understanding that a tattoo studio was approved for a downtown location shortly thereafter. We believe our request is appropriate based off of this previous approval, and hope to use this as precedence for our proposal.

We would like to provide the Abilene area with a safe, comfortable, and welcoming environment to express themselves through tattoos. Building off of the deep sense of artistic vision and community that downtown Abilene fosters, we believe this location would be the perfect home for our vision.

REZONE

Case:	CUP-2022-01
Owner:	Marble Orchard Properties, LLC
Request:	Add Conditional Use Permit to Central Business District (CB)
Location:	542 Hickory Street
Notification:	0 in Favor, 5 Opposed
Planning & Zoning:	April 5, 2022
City Council Hearing:	April 25, 2022 May 12 ,2022



CUP-2022-01 LOCATION MAP



CUP-2022-01 ZONING MAP



CUP-2022-01 NEZ Map



Location Map
(Aerial)



Legend

- CUP-2022-01
- Neighborhood Empowerment Zone
- Historic Overlay

CUP-2022-01 PHOTOS

West view of Subject Properties



Western Neighboring property



North neighboring property



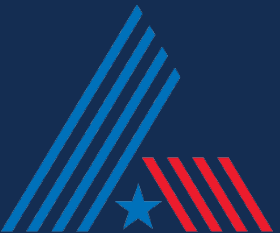
Southern Property view



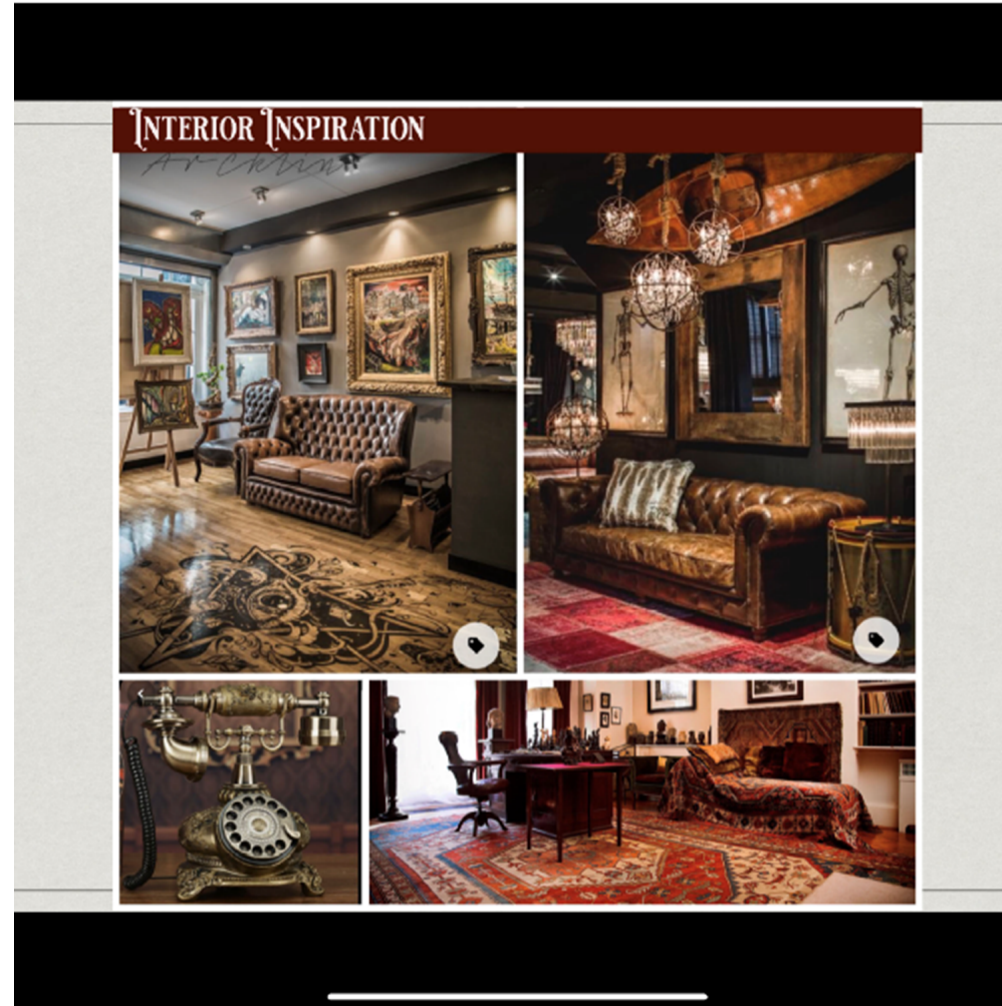
East neighboring property



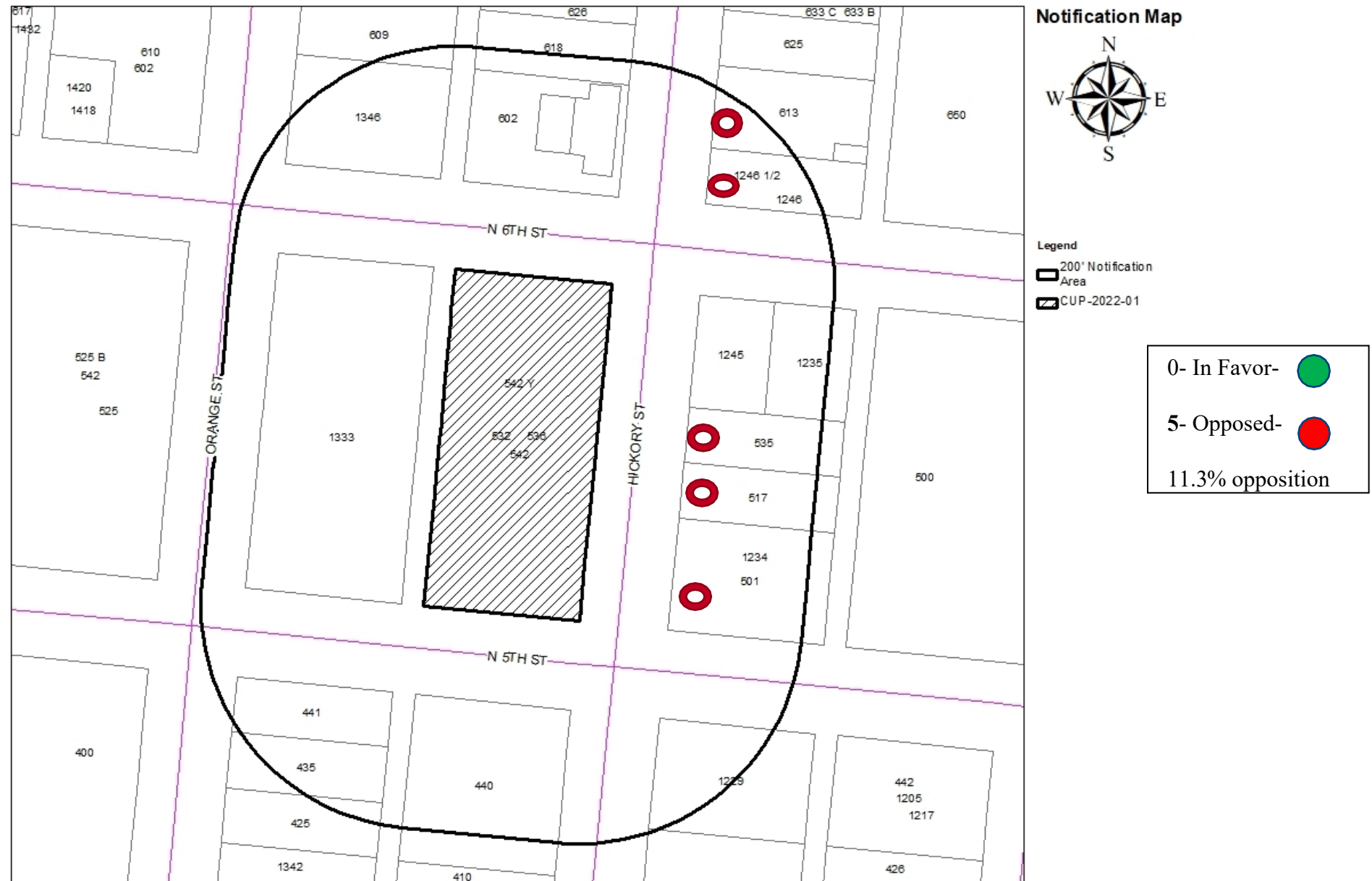
Northern property view



CUP-2022-01 Conceptual Photos

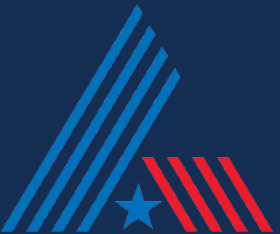


CUP-2022-01 NOTIFICATION MAP

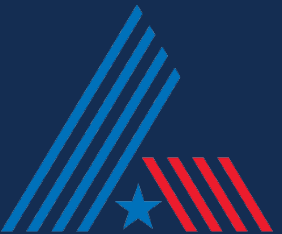


FINDINGS AND RECOMMENDATIONS

- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.3.5 of Land Development Code (Criteria for Approval)
- P&Z Recommends: Approval
- Staff Recommendation: Approval



Questions





**City Council
Agenda Memo**

City Council Meeting Date: 4/28/2022

TO: Honorable Mayor and City Council Members

FROM: Michael Rice, Assistant City Manager

SUBJECT: 15. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 71.88 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of the Territory, all the Rights and Privileges of Other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Abilene; and Adopting a Service Plan Agreement (Michael Rice)

GENERAL INFORMATION

Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed.

The property owner of approximately 71.88 acres of property filed a request for voluntary annexation with the City of Abilene.

Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owner.

The procedures prescribed by the Charter of the City of Abilene, and Texas law are being duly followed with respect to the real property listed on Exhibit "A".

The annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

That the annexation will cause an area to be entirely surrounded by the City of Abilene, but will not include the area within the city limits. The surrounding of the area is in the public interest.

SPECIAL CONSIDERATIONS

Public notice of the public hearing has been published as required by law.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City Council approve the Ordinance annexing the 71.88 acres into the city limits of the City of Abilene, Texas.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. PLK Sammac Annexation Ordinance 2022 revised
2. City Services Agreement.Signed. Not Notarized
3. Exhibit A.In Color
4. Annexation Ordinance 71.88 acres

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, the property owner of approximately 71.88 acres of property filed a request for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owner;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibit “A”, incorporated and made part of this Ordinance for all purposes.

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

PART 1. That the territory set out on Exhibit “A,” attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present boundaries of the City of

Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibit “A” shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City of Abilene, at various points contiguous to the area described in Exhibit “A” are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

PART 3. The Annexation Services Agreement for the annexed territory, attached as Exhibit “B” is hereby approved as a part of this ordinance.

PART 4. That the annexation will cause an area to be entirely surrounded by the City of Abilene, but will not include the area within the city limits. The surrounding of the area is in the public interest.

PASSED ON FIRST READING the 24th day of March, 2022.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of April, 2022, the same being on or after the 20th day but before the 10th day before the public hearing being held at the Abilene Public Library, South Branch, in Abilene, Texas, on the 28th day of April, 2022, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 28th day of April, 2022.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

FIELD NOTES

71.88 ACRES

BEING 71.88 acres out of the South 1/2 of Section 77, Block 14, T. & P. RR. Company Surveys, Jones County, Texas, said 71.88 acres being part of a 72.5 acre tract recorded in Instrument No. 213640, Official Public Records, Jones County, Texas and being more particularly described as follows:

BEGINNING at a point on the north side of Jones County Road No. 306 on the EBL of said 72.5 acre tract for the southeast corner of this tract, from whence the southeast corner of said 72.5 acre tract bears S0°33'16"W 30.0 feet;

THENCE N89°26'44"W 882.75 feet along the north side of Jones County Road No. 306 to a point on the WBL of said 72.5 acre tract for the southwest corner of this tract;

THENCE N0°37'29"E 993.04 feet to a 1/2" rebar found for an interior corner of this tract;

THENCE S 88°33'29" W a distance of 756.20' to a 1/2" rebar found;

THENCE with the WBL of said 72.5 acre tract to 1/2" rebars found as follows:

N16°45'36"W 40.55 feet;
N01°31'50"W 60.95 feet;
N36°54'24"E 125.79 feet;
N02°58'07"W 149.03 feet;
N16°58'14"W 144.07 feet;
N 32°02'19"W 168.74 feet;
N46°16'52"W 127.27 feet;
N03°19'28"W 28.94 feet;
N11°22'38"E 81.58 feet;
S73°37'08"E 21.93 feet;
N89°50'25"E 110.93 feet;
N08°09'28"E 88.87 feet;

THENCE N34°35'12"E 630.83 feet to a 1/2" rebar found at the northwest corner of said 72.5 acre tract for the northwest corner of this tract;

THENCE S89°26'15"E 1306.05 feet to a 1/2" rebar found at the northeast corner of said 72.5 acre tract for the northeast corner of this tract;

THENCE S0°37'29"W 2398.12 feet to the place of beginning and containing 71.88 acres of land.

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS,
AND PLK SAMMAC JOINT VENTURE, A TEXAS JOINT VENTURE COMPRISED
OF PLK INVESTMENTS, LLC, AND SAMMAC, LLC**

This Municipal Services Agreement ("Agreement") is entered into on this the 16 day of March 2022, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, ("City") and PLK Sammac Joint Venture, a Texas Joint Venture comprised of PLK Investments, LLC and SamMac, LLC, ("Owner"). The term "Owner" includes all owners of the Property.

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Jones County, Texas, which consist of approximately 72.5 acres of land in the City's extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated December 13, 2021;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owner agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.

i. Fire – The City's Fire Department will provide emergency and fire protection services.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Emergency Medical Services – The City's Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.

iv. Planning, Zoning and Building – The City's Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.

v. Publicly Owned Parks, Facilities and Buildings.

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.

2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vi. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.

vii. Streets – The City's Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.

viii. Water and Wastewater - New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

- ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
- x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.
- b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
- c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Jones County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

9. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

12. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND

This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

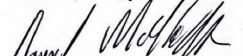
OWNER

PLK Investments, LLC, joint venturer


By: Parker Finley, Manager

3/18/2022
Date

SamMac, LLC, joint venturer


By: Samuel McClellan, Manager

03-18-2022
Date

THE STATE OF TEXAS

COUNTY OF TAYLOR

This instrument was acknowledged before me on the _____ day of _____, 2022, by
Parker Finley, Manager, on behalf of PLK Investments, LLC, joint venturer.

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF TAYLOR

This instrument was acknowledged before me on the _____ day of _____, 2022, by
Samuel McClellan, Manager, on behalf of SamMack, LLC, joint venturer.

Notary Public, State of Texas

CITY OF ABILENE

Robert Hanna, City Manager

Date

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Secretary

THE STATE OF TEXAS

COUNTY OF TAYLOR

This instrument was acknowledged before me on the _____ day of _____, 2022, by
Robert Hanna, City Manager.

Notary Public, State of Texas

EXHIBIT A

Legend

- Meets and Bounds
- Abilene Boundary
- Jones County Parcels

CR 306

Annexation of 71.88 Acres





**City Council
Agenda Memo**

City Council Meeting Date: 4/28/2022

TO: Honorable Mayor and City Council Members

FROM: Michael Rice, Assistant City Manager

SUBJECT: 16. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 821.22 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of the Territory, all the Rights and Privileges of Other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Abilene; and Adopting a Service Plan Agreement (Michael Rice)

GENERAL INFORMATION

Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed.

The property owners of approximately 821.22 acres of property have filed requests for voluntary annexation with the City of Abilene.

Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offers have been rejected by the property owners.

The procedures prescribed by the Charter of the City of Abilene, and Texas law are being duly followed with respect to the real property listed on Exhibit "A".

The annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

That the annexation will cause an area to be entirely surrounded by the City of Abilene, but will not include the area within the city limits. The surrounding of the area is in the public interest.

SPECIAL CONSIDERATIONS

This annexation includes the real property which is the subject of the Tax Abatement Agreement with Lancium, LLC. The remaining property being annexed is owned by AEP Texas, Inc.

Public notice of the public hearing has been posted as required by law.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City Council approve the Ordinance annexing the 821.22 acres into the city limits of the City of Abilene, Texas.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Lancium & AEP Annexation Ordinance 2022 revised
2. Contract - Rolling Plains EV Stations & Lancium
3. Lancium Municipal Services Agreement-signed
4. Municipal Services Agreement executed
5. ProposedAnnexation03212022
6. 821.22 Acre Annexation Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, the property owners of approximately 821.22 acres of property filed a request for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owners;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibit “A”, incorporated and made part of this Ordinance for all purposes.

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

PART 1. That the territory set out on Exhibit “A,” attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present boundaries of the City of

Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibit “A” shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City of Abilene, at various points contiguous to the area described in Exhibit “A” are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

PART 3. Annexation Services Agreements for the annexed territory, attached as Exhibits “B” and “C” are hereby approved as a part of this ordinance.

PART 4. That the annexation will cause an area to be entirely surrounded by the City of Abilene, but will not include the area within the city limits. The surrounding of the area is in the public interest.

PASSED ON FIRST READING the 14th day of April, 2022.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of April, 2022, the same being on or after the 20th day but before the 10th day before the public hearing being held at the Abilene Public Library, South Branch, in Abilene, Texas, on the 28th day of April, 2022, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 28th day of April, 2022.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A
(Legal Description)

Tract 1:

Being 285.90 acres out of Sections 53 and 54, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

Beginning at at 1/2" rebar found at the southeast corner of said Section 54, the southeast corner of said 1042.26 acre tract and the northeast corner of an 18.33 acre tract recorded in Volume 1557, Page 777, Official Public Records, Taylor County, Texas for the southeast corner of this tract;

Thence N88°48'52"W 4661.40 feet along the SBL of said 1042.26 acre tract to a 3/8" rebar found on the EBL of a 3.91 acre tract recorded as Second Tract in Volume 511, Page 371, Deed Records, Taylor County, Texas at the northwest corner of Section 24, W.W. Sills Survey, Taylor County, Texas and the northwest corner of said 18.33 acre tract for the most southerly southwest corner of this tract;

Thence N1°28'E 150.0 feet to a 1/2" rebar found at the northeast corner of said 3.91 acre tract and the east corner of a 0.334 acre tract recorded in Volume 3072, Page 223, Official Public Records, Taylor County, Texas for an interior corner of this tract;

Thence N88°55'25"W 158.79 feet to a 3/8" rebar set on the NBL of said 0.334 acre tract for most westerly southwest corner of this tract;

Thence N52°32'42"W 1742.90 feet to a 3/8" rebar set on the SBL of a 16.14 acre tract recorded in Instrument No. 2016-12702, Official Public Records, Taylor County, Texas for the most westerly northwest corner of this tract;

Thence N77°56'37"E 1910.50 feet to a 3/8" rebar found on the EBL of said Section 53 and the WBL of said Section 54 for an interior corner of this tract;

Thence N12°47'37"W 920.86 feet to a 3/8" rebar found on the EBL of said Section 53 and the WBL of said Section 54 for an interior corner of this tract;

Thence N77°08'36"E 1380.96 feet to a 3/8" rebar found for an interior corner of this tract;

Thence N23°44'34"E 1003.12 feet to a 3/8" rebar found on the SBL of F.M. Highway 2404 (right-of-way Varies) for the most northerly northwest corner of this tract;

Thence S65°27'18"E 155.02 feet along the SBL of F.M. Highway 2404 to a 3/8" rebar found at the northwest corner of a 4.02 acre tract (no deed found of record);

Thence S23°44'34"W 3542.43 feet to a 3/8" rebar found at the southwest corner of a 2.07 acre, more or less, tract recorded as 1st Tract in Volume 826, Page 1, Deed Records, Taylor County, Texas;

Thence S12°26'15"E 211.75 feet to a 3/8" rebar found at the southwest corner of said 2.07 acre, more or less, tract;

Thence N23°44'34"E 1781.18 feet to a 3/8" rebar found on the EBL of a 4.25 acre, more or less, tract recorded as 2nd Tract in Volume 826, Page 1, Deed Records, Taylor County, Texas;

Thence to 3/8" rebars found as follows:

N71°52'45"E 1960.50 feet;

N72°35'08"E 420.97 feet;

N65°37'46"E 57.23 feet;

N48°27'56"E 60.08 feet;

N36°51'E 68.07 feet;

Thence N30°00'40"E 80.76 feet to a 3/8" rebar found on the SBL of F.M. Highway 2404;

Thence S59°22'27"E 1032.68 feet along the SBL of F.M. Highway 2404 to a 3/8" rebar found on the EBL of said Section 54 for the northeast corner of this tract;

Thence S0°36'51"W 2346.17 feet along the EBL of said Section 54 to the place of beginning and containing 285.90 acres of land.

Tract 2:

Being 191.18 acres out of Section 55, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

Beginning at a 1/2" rebar found at the northeast corner said Section 55 and the northeast corner of said 222.18 acre tract for the northeast corner of this tract;

THENCE S0°40'23"W 2678.52 feet to a point on the NBL of Section 25, Robert Turner Survey, Taylor County, Texas at the most easterly southeast corner of said Section 55 and the most easterly southeast corner of said 212.18 acre tract for the most easterly southeast corner of this tract, whence a 3/8" rebar found bears S0°40'23"W 0.7 feet;

Thence N88°59'W 1130.03 feet along the SBL of said Section 55 to a 3/8" rebar found at the northwest corner of said Section 25 for an interior corner of this tract;

Thence S1°02'08"W 126.50 feet to a point in an ell corner of Spinks Road on the EBL of said Section 55 for the most southerly southeast corner of this tract, whence a 3/8" rebar found bears S52°48'E 18.9 feet;

Thence N89°29'41"W 1222.50 feet to a point in Spinks Road for the most southerly southwest corner of a 31.0 acre tract recorded in Instrument No. 2020-1334, Official Public Records, Taylor County, Texas for the most southerly southwest corner of this tract;

Thence North at 30 feet pass a 3/8" rebar found on the north side of Spinks Road and continue along for a total distance of 775.49 feet to a 3/8" rebar found at the northeast corner of said 31.0 acres tract for an interior corner of this tract;

Thence N89°29'41"W at 1796.95 feet pass a 3/8" rebar found on the east side of Spinks Road and continue along for a total distance of 1827.75 feet to a point in said Road for the northwest corner of said 31.0 acre tract for the most westerly southwest corner of this tract;

Thence N12°32'04"W 1059.02 feet along the WBL of said 212.18 acre tract to a 60-d nail found in Spinks Road for the northwest corner of said Section 55, the northwest corner of said 222.18 acre tract and the northwest corner of this tract;

Thence N77°57'E along the NBL of said Section 55 and the NBL of said 222.18 acre tract at 16.7 feet pass a 3/8" rebar found on the east side of Spinks Road and continue along for a total distance of 4543.67 feet to the place of beginning and containing 191.18 acres of land.

Tract 3:

Being 305.95 acres out of Section 24, W.W.SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

Beginning at a point at the most easterly southeast corner of an 18.33 acre tract recorded in Volume 1557, Page 777, Official Public Records, Taylor County, Texas for the northeast corner of this tract, whence a 3/8" rebar bears N88°48'52"W 0.36 feet and a 1/2" rebar found on the NBL of said Section 24 at the southeast corner of Section 54, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas bears N0°36'51"E 100.10 feet;

Thence S0°36'51"W 2899.73 feet to a point on the SBL of said Section 24 for the southeast corner of this tract, whence a 1/4" pipe found bears S0°36'51"W 1.72 feet;

Thence N88°59'W 4589.17 feet along the SBL of said Section 24 to a point at the most southerly southeast corner of said 18.33 acre tract for the southwest corner of this tract, whence a 3/8" rebar found bears S0°45'32"W 0.34 feet;

Thence N0°45'32"E 2913.05 feet to a 3/8" rebar set for the northeast corner of this tract;

Thence S88°48'52"E 4581.94 feet to the place of beginning and containing 305.95 acres of land.

Tract 4:

Being out of and a part of Section 53, T&P Railroad Company Block 16, Taylor County, Texas;

BEGINNING at the SW corner of said Section 53, for the SW corner of this tract;

THENCE N 12° 13' W 100 feet to a point for the NW corner of this tract;

THENCE N 77° 47' E 1562 feet to a point for the NE corner of this tract;

THENCE S 12° 13' E 100 feet to a point on the South line of said Section 53, for the SE corner of this tract, from which point the SE corner of said Section 53 bears N 77° 47' E;

THENCE S 77° 47' E 1562 feet to the Place of Beginning , and containing 3.59 acres of land more or less.

Tract 5:

Being out of and a part of Section 53, T&P Railroad Company, Block 16, Taylor County, Texas;

BEGINNING at the SE corner of said Section 53, for the SE corner of this tract;

THENCE S 77° 47' W 336 feet to a point for the SW corner of this tract, at the SE corner of a 3.59 West Texas Utilities Co. R.O.W. tract;

THENCE N 12° 13' W 100 feet to the point for corner;

THENCE N 0° 56' E 381.3 feet to a point for the NW corner of this tract;

THENCE N 77° 47' E 362.5 feet to a point for the NE corner of this tract;

THENCE S 0° 56' W at 150 feet the NW corner of Section 24, continuing a total distance of 484.6 feet to the PLACE OF BEGINNING and containing 3.91 acres of land more or less.

Tract 6:

Being 18.33 acres out of land out of Subdivision 5, A.F. McDonald Subdivision of the W.W. Sills Surveys 23 & 24, and being the same tract of land deeded to West Texas Utilities Company, called a 17.98 acres tract and recorded in Volume 211, Page 277, Deed Records, Taylor County Texas, and described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod, found, for the NE corner of this tract, same being the original NE corner of the C.M. Caldwell 323 acre tract and the NE corner of said Subdivision 5;

THENCE S 0° 31' 30" E 143.2 feet with the east boundary line of said Subdivision 5 to a 3/8" iron rod, set, for the most easterly SE corner of this tract;

THENCE N 89° 55' 30" W 4582.22 feet to a 3/8" iron rod, set, for an interior corner of this tract, said point being 100 feet S 0° 28' E and 80 feet N 89° 37' 30" E of the NW corner of said C.M. Caldwell Tract;

THENCE S 0° 22' 30" E 2915.81 feet to a 3/8" iron rod, set, for the most southerly SE corner of this tract on the south boundary line of said Survey 24 and the north boundary line of the R. Turner Survey No. 25;

THENCE S 89° 53' 40" W 80.09 feet with the south boundary line of said Survey 24 and the south boundary line of the C.M. Caldwell Tract, to a point from which a 3/8" iron rod, found,

bears S 0° 22' 30" E 1.01 feet for the SW corner of this tract, same being the original SW corner of said Survey 24 and a corner of Section 55, Block 16, T&P R.R. Company Survey;

THENCE S 0° 22' 30" W 3015.30 feet with the west boundary line of said Survey 24, same being the east boundary line of said Section 55 to a 1/2" iron rod, found, for the NW corner of said Survey 24 and the NW corner of said C.M. Caldwell Tract;

THENCE S 89° 32' E 4661.71 feet with the north boundary line of said Survey 24 and the north boundary line of said C.M. Caldwell Tract to the POINT OF BEGINNING, and containing 18.33 acres of land, more or less.

Tract 7:

Being a strip or parcel of land out of Survey 54, Block 16, T&P RR Co. Survey, Taylor County, Texas, said strip or parcel of land being more particularly described as follows:

BEGINNING at a point in an existing fence line, the occupied West boundary line of said Survey 54 and the occupied East boundary line of Survey 53, same Block, from which point a corner fence post set for the Southwest corner of said Survey No. 54 bears S 12 degrees 46' E 235 feet;

THENCE N 12 degrees 46' W with said fence 212 feet to a point;

THENCE N 23 degrees 19' E 574.7 feet to a point in an existing fence line, the occupied South boundary line of a tract of land in the name of R.W. Varner;

THENCE N 69 degrees 47' E with said fence line 172.4 feet to a point for the NE corner of this tract;

THENCE S 23 degrees 19' W 865 feet to the place of beginning and containing 2.07 acres of land, more or less.

Tract 8:

Being a strip or parcel of land of Survey 54, Blk. 16, T&P RR Co. Survey and the A. Thompson Survey No. 20, Taylor County, Texas, said strip or parcel of land being more particularly described as follows:

BEGINNING at a point in an existing fence line, the Southwest right-of-way line of F-M Road 2404, the occupied North boundary line of a tract of land in the name of J.R. Sanders and J.L. Blackburn, from which point the Southwest corner of the A. Thompson Survey No. 20 bears S 66 degrees 01' E 16.6 feet and S 0 degrees 03' W 674.2 feet;

THENCE S 66 degrees 01' E with said Southwest right-of-way line at 16.6 feet cross the West line of said Thompson Survey, a total distance of 125 feet to a point for the NE corner of this tract;

THENCE S 23 degrees 19' W at 250.8 feet cross the West line of said Thompson Survey, a total distance of 1549.7 feet to a point in an existing fence line, the occupied East boundary line of a tract of land in the name of Dr. R.W. Varner;

THENCE N 19 degrees 11' W with said fence line 185 feet to a point for the SW corner of this tract;

THENCE N 23 degrees 19' E 1414.8 feet to the place of beginning and containing 4.25 acres of land, more or less, of which 0.31 acres are out of said Thompson Survey No. 20 and 3.94 acres are out of Survey No. 54. Block 16, T&P RR Co.

Tract 9:

All that certain lot, tract or parcel of land, being out of and a part of Section 23, Block 16, T&P R.R. Co. Survey, situated in Taylor County, Texas, and described by metes and bounds as follows, to wit:

Beginning at a 6" corner post, the SE corner of said Section 23, for the SE corner of this tract;

THENCE S 77 deg. 47' W with the South line of Section 23, 2629 feet to a point in the East boundary line of a public road, and being the SW corner of this tract;

THENCE N 12 deg. 13' W 100 feet to a point;

THENCE N 77 deg. 47' E 2629 feet to a point in a fence and being on the East line of said Section 23;

THENCE S 12 deg. 13' E 100 feet to the point of beginning, and containing 6.04 acres of land, more or less.

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE, ROLLING PLAINS EV STATIONS, LLC AND LANCIUM LLC

This Municipal Services Agreement (“Agreement”) is entered into on this the 21st day of March, 2022, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, (“City”) and Rolling Plains EV Stations, LLC and Lancium LLC (“Owners”).

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owners that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owners own certain parcels of land situated in Taylor County, Texas, which consist of approximately 783.03 acres of land in the City’s extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit ‘A, attached and incorporated herein by reference (“Property”);

WHEREAS, Owners have filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated March 8, 2022;

WHEREAS, City and Owners desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owners agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services”

includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.

i. Fire – The City's Fire Department will provide emergency and fire protection services.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Emergency Medical Services – The City's Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.

iv. Planning, Zoning and Building – The City's Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.

v. Publicly Owned Parks, Facilities and Buildings.

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.

2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vi. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.

vii. Streets – The City's Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.

viii. Water and Wastewater

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owners understand and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owners represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owners acknowledge that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

9. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

12. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND

This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owners.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

CITY OF ABILENE

ROLLING PLAINS EV STATIONS, LLC



By: Robert Hanna

Title: City Manager



By: Lloyd Geisler

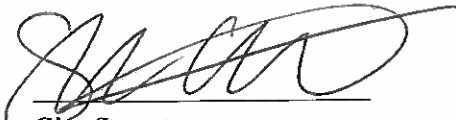
Title: Director of Resource Procurement

Address: 9950 Woodloch Forest Drive, Suite 1700, The Woodlands, TX 77380

Phone Number: 724-591-0714

ATTEST:

LANCIUM, LLC


City Secretary

By: 

Title: EVP- Operations

Address: 9950 Woodloch Forest Drive
The Woodlands, Texas 77380

Phone Number: 833-526-2486



Exhibit A

Tract 1:

Being 285.90 acres out of Sections 53 and 54, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

Beginning at a 1/2" rebar found at the southeast corner of said Section 54, the southeast corner of said 1042.26 acre tract and the northeast corner of an 18.33 acre tract recorded in Volume 1557, Page 777, Official Public Records, Taylor County, Texas for the southeast corner of this tract;

Thence N88°48'52"W 4661.40 feet along the SBL of said 1042.26 acre tract to a 3/8" rebar found on the EBL of a 3.91 acre tract recorded as Second Tract in Volume 511, Page 371, Deed Records, Taylor County, Texas at the northwest corner of Section 24, W.W. Sills Survey, Taylor County, Texas and the northwest corner of said 18.33 acre tract for the most southerly southwest corner of this tract;

Thence N1°28'E 150.0 feet to a 1/2" rebar found at the northeast corner of said 3.91 acre tract and the east corner of a 0.334 acre tract recorded in Volume 3072, Page 223, Official Public Records, Taylor County, Texas for an interior corner of this tract;

Thence N88°55'25"W 158.79 feet to a 3/8" rebar set on the NBL of said 0.334 acre tract for most westerly southwest corner of this tract;

Thence N52°32'42"W 1742.90 feet to a 3/8" rebar set on the SBL of a 16.14 acre tract recorded in Instrument No. 2016-12702, Official Public Records, Taylor County, Texas for the most westerly northwest corner of this tract;

Thence N77°56'37"E 1910.50 feet to a 3/8" rebar found on the EBL of said Section 53 and the WBL of said Section 54 for an interior corner of this tract;

Thence N12°47'37"W 920.86 feet to a 3/8" rebar found on the EBL of said Section 53 and the WBL of said Section 54 for an interior corner of this tract;

Thence N77°08'36"E 1380.96 feet to a 3/8" rebar found for an interior corner of this tract;

Thence N23°44'34"E 1003.12 feet to a 3/8" rebar found on the SBL of F.M. Highway 2404 (right-of-way Varies) for the most northerly northwest corner of this tract;

Thence S65°27'18"E 155.02 feet along the SBL of F.M. Highway 2404 to a 3/8" rebar found at the northwest corner of a 4.02 acre tract (no deed found of record);

Thence S23°44'34"W 3542.43 feet to a 3/8" rebar found at the southwest corner of a 2.07 acre, more or less, tract recorded as 1st Tract in Volume 826, Page 1, Deed Records, Taylor County, Texas;

Thence S12°26'15"E 211.75 feet to a 3/8" rebar found at the southwest corner of said 2.07 acre, more or less, tract;

Thence N23°44'34"E 1781.18 feet to a 3/8" rebar found on the EBL of a 4.25 acre, more or less, tract recorded as 2nd Tract in Volume 826, Page 1, Deed Records, Taylor County, Texas;

Thence to 3/8" rebar found as follows:

N71°52'45"E 1960.50 feet;

N72°35'08"E 420.97 feet;

N65°37'46"E 57.23 feet;

N48°27'56"E 60.08 feet;

N36°51'E 68.07 feet;

Thence N30°00'40"E 80.76 feet to a 3/8" rebar found on the SBL of F.M. Highway 2404;

Thence S59°22'27"E 1032.68 feet along the SBL of F.M. Highway 2404 to a 3/8" rebar found on the EBL of said Section 54 for the northeast corner of this tract;

Thence S0°36'51"W 2346.17 feet along the EBL of said Section 54 to the place of beginning and containing 285.90 acres of land.

Tract 2:

Being 191.18 acres out of Section 55, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

Beginning at a 1/2" rebar found at the northeast corner said Section 55 and the northeast corner of said 222.18 acre tract for the northeast corner of this tract;

THENCE S0°40'23"W 2678.52 feet to a point on the NBL of Section 25, Robert Turner Survey, Taylor County, Texas at the most easterly southeast corner of said Section 55 and the most easterly southeast corner of said 212.18 acre tract for the most easterly southeast corner of this tract, whence a 3/8" rebar found bears S0°40'23"W 0.7 feet;

Thence N88°59'W 1130.03 feet along the SBL of said Section 55 to a 3/8" rebar found at the northwest corner of said Section 25 for an interior corner of this tract;

Thence S1°02'08"W 126.50 feet to a point in an ell corner of Spinks Road on the EBL of said Section 55 for the most southerly southeast corner of this tract, whence a 3/8" rebar found bears S52°48'E 18.9 feet;

Thence N89°29'41"W 1222.50 feet to a point in Spinks Road for the most southerly southwest corner of a 31.0 acre tract recorded in Instrument No. 2020-1334, Official Public Records, Taylor County, Texas for the most southerly southwest corner of this tract;

Thence North at 30 feet pass a 3/8" rebar found on the north side of Spinks Road and continue along for a total distance of 775.49 feet to a 3/8" rebar found at the northeast corner of said 31.0 acres tract for an interior corner of this tract;

Thence N89°29'41"W at 1796.95 feet pass a 3/8" rebar found on the east side of Spinks Road and continue along for a total distance of 1827.75 feet to a point in said Road for the northwest corner of said 31.0 acre tract for the most westerly southwest corner of this tract;

Thence N12°32'04"W 1059.02 feet along the WBL of said 212.18 acre tract to a 60-d nail found in Spinks Road for the northwest corner of said Section 55, the northwest corner of said 222.18 acre tract and the northwest corner of this tract;

Thence N77°57'E along the NBL of said Section 55 and the NBL of said 222.18 acre tract at 16.7 feet pass a 3/8" rebar found on the east side of Spinks Road and continue along for a total distance of 4543.67 feet to the place of beginning and containing 191.18 acres of land.

Tract 3:

Being 305.95 acres out of Section 24, W.W.SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

Beginning at a point at the most easterly southeast corner of an 18.33 acre tract recorded in Volume 1557, Page 777, Official Public Records, Taylor County, Texas for the northeast corner of this tract, whence a 3/8" rebar bears N88°48'52"W 0.36 feet and a 1/2" rebar found on the NBL of said Section 24 at the southeast corner of Section 54, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas bears N0°36'51"E 100.10 feet;

Thence S0°36'51"W 2899.73 feet to a point on the SBL of said Section 24 for the southeast corner of this tract, whence a 1/4" pipe found bears S0°36'51"W 1.72 feet;

Thence N88°59'W 4589.17 feet along the SBL of said Section 24 to a point at the most southerly southeast corner of said 18.33 acre tract for the southwest corner of this tract, whence a 3/8" rebar found bears S0°45'32"W 0.34 feet;

Thence N0°45'32"E 2913.05 feet to a 3/8" rebar set for the northeast corner of this tract;

Thence S88°48'52"E 4581.94 feet to the place of beginning and containing 305.95 acres of land.

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE, ROLLING PLAINS EV STATIONS, LLC AND LANCIUM LLC

This Municipal Services Agreement (“Agreement”) is entered into on this the 21st day of March, 2022, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, (“City”) and Rolling Plains EV Stations, LLC and Lancium LLC (“Owners”).

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owners that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owners own certain parcels of land situated in Taylor County, Texas, which consist of approximately 783.03 acres of land in the City’s extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference (“Property”);

WHEREAS, Owners have filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated March 8, 2022;

WHEREAS, City and Owners desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owners agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services”

includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.

i. Fire – The City's Fire Department will provide emergency and fire protection services.

ii. Police – The City's Police Department will provide protection and law enforcement services.

iii. Emergency Medical Services – The City's Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.

iv. Planning, Zoning and Building – The City's Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.

v. Publicly Owned Parks, Facilities and Buildings.

1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.

2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

vi. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.

vii. Streets – The City's Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.

viii. Water and Wastewater

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City’s Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owners understand and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owners represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owners acknowledge that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

9. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party’s right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

12. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND

This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owners.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

CITY OF ABILENE

ROLLING PLAINS EV STATIONS, LLC

By: Robert Hanna

By: Lloyd Geisler

Title: City Manager

Title: Director of Resource Procurement

Address: 9950 Woodloch Forest Drive, Suite 1700, The Woodlands, TX 77380

Phone Number: 724-591-0714

ATTEST:

LANCIUM, LLC

City Secretary

By: 

Title: EVP- Operations

Address: 9950 Woodloch Forest Drive
The Woodlands, Texas 77380

Phone Number: 833-526-2486

Exhibit A

Tract 1:

Being 285.90 acres out of Sections 53 and 54, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas, said 285.90 acres being part of a 1042.26 acre tract recorded as Tract One in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

Beginning at a 1/2" rebar found at the southeast corner of said Section 54, the southeast corner of said 1042.26 acre tract and the northeast corner of an 18.33 acre tract recorded in Volume 1557, Page 777, Official Public Records, Taylor County, Texas for the southeast corner of this tract;

Thence N88°48'52"W 4661.40 feet along the SBL of said 1042.26 acre tract to a 3/8" rebar found on the EBL of a 3.91 acre tract recorded as Second Tract in Volume 511, Page 371, Deed Records, Taylor County, Texas at the northwest corner of Section 24, W.W. Sills Survey, Taylor County, Texas and the northwest corner of said 18.33 acre tract for the most southerly southwest corner of this tract;

Thence N1°28'E 150.0 feet to a 1/2" rebar found at the northeast corner of said 3.91 acre tract and the east corner of a 0.334 acre tract recorded in Volume 3072, Page 223, Official Public Records, Taylor County, Texas for an interior corner of this tract;

Thence N88°55'25"W 158.79 feet to a 3/8" rebar set on the NBL of said 0.334 acre tract for most westerly southwest corner of this tract;

Thence N52°32'42"W 1742.90 feet to a 3/8" rebar set on the SBL of a 16.14 acre tract recorded in Instrument No. 2016-12702, Official Public Records, Taylor County, Texas for the most westerly northwest corner of this tract;

Thence N77°56'37"E 1910.50 feet to a 3/8" rebar found on the EBL of said Section 53 and the WBL of said Section 54 for an interior corner of this tract;

Thence N12°47'37"W 920.86 feet to a 3/8" rebar found on the EBL of said Section 53 and the WBL of said Section 54 for an interior corner of this tract;

Thence N77°08'36"E 1380.96 feet to a 3/8" rebar found for an interior corner of this tract;

Thence N23°44'34"E 1003.12 feet to a 3/8" rebar found on the SBL of F.M. Highway 2404 (right-of-way Varies) for the most northerly northwest corner of this tract;

Thence S65°27'18"E 155.02 feet along the SBL of F.M. Highway 2404 to a 3/8" rebar found at the northwest corner of a 4.02 acre tract (no deed found of record);

Thence S23°44'34"W 3542.43 feet to a 3/8" rebar found at the southwest corner of a 2.07 acre, more or less, tract recorded as 1st Tract in Volume 826, Page 1, Deed Records, Taylor County, Texas;

Thence S12°26'15"E 211.75 feet to a 3/8" rebar found at the southwest corner of said 2.07 acre, more or less, tract;

Thence N23°44'34"E 1781.18 feet to a 3/8" rebar found on the EBL of a 4.25 acre, more or less, tract recorded as 2nd Tract in Volume 826, Page 1, Deed Records, Taylor County, Texas;

Thence to 3/8" rebar found as follows:

N71°52'45"E 1960.50 feet;

N72°35'08"E 420.97 feet;

N65°37'46"E 57.23 feet;

N48°27'56"E 60.08 feet;

N36°51'E 68.07 feet;

Thence N30°00'40"E 80.76 feet to a 3/8" rebar found on the SBL of F.M. Highway 2404;

Thence S59°22'27"E 1032.68 feet along the SBL of F.M. Highway 2404 to a 3/8" rebar found on the EBL of said Section 54 for the northeast corner of this tract;

Thence S0°36'51"W 2346.17 feet along the EBL of said Section 54 to the place of beginning and containing 285.90 acres of land.

Tract 2:

Being 191.18 acres out of Section 55, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas, said 191.18 acres being part of a 222.18 acre tract recorded as Tract Two in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

Beginning at a 1/2" rebar found at the northeast corner said Section 55 and the northeast corner of said 222.18 acre tract for the northeast corner of this tract;

THENCE S0°40'23"W 2678.52 feet to a point on the NBL of Section 25, Robert Turner Survey, Taylor County, Texas at the most easterly southeast corner of said Section 55 and the most easterly southeast corner of said 212.18 acre tract for the most easterly southeast corner of this tract, whence a 3/8" rebar found bears S0°40'23"W 0.7 feet;

Thence N88°59'W 1130.03 feet along the SBL of said Section 55 to a 3/8" rebar found at the northwest corner of said Section 25 for an interior corner of this tract;

Thence S1°02'08"W 126.50 feet to a point in an ell corner of Spinks Road on the EBL of said Section 55 for the most southerly southeast corner of this tract, whence a 3/8" rebar found bears S52°48'E 18.9 feet;

Thence N89°29'41"W 1222.50 feet to a point in Spinks Road for the most southerly southwest corner of a 31.0 acre tract recorded in Instrument No. 2020-1334, Official Public Records, Taylor County, Texas for the most southerly southwest corner of this tract;

Thence North at 30 feet pass a 3/8" rebar found on the north side of Spinks Road and continue along for a total distance of 775.49 feet to a 3/8" rebar found at the northeast corner of said 31.0 acres tract for an interior corner of this tract;

Thence N89°29'41"W at 1796.95 feet pass a 3/8" rebar found on the east side of Spinks Road and continue along for a total distance of 1827.75 feet to a point in said Road for the northwest corner of said 31.0 acre tract for the most westerly southwest corner of this tract;

Thence N12°32'04"W 1059.02 feet along the WBL of said 212.18 acre tract to a 60-d nail found in Spinks Road for the northwest corner of said Section 55, the northwest corner of said 222.18 acre tract and the northwest corner of this tract;

Thence N77°57'E along the NBL of said Section 55 and the NBL of said 222.18 acre tract at 16.7 feet pass a 3/8" rebar found on the east side of Spinks Road and continue along for a total distance of 4543.67 feet to the place of beginning and containing 191.18 acres of land.

Tract 3:

Being 305.95 acres out of Section 24, W.W.SILLS Survey, Taylor County, Texas, said 305.95 acres being all of that same 305.95 acre tract recorded as Tract Three in Instrument No. 2019-16436, Official Public Records, Taylor County, Texas and being more particularly described as follows:

Beginning at a point at the most easterly southeast corner of an 18.33 acre tract recorded in Volume 1557, Page 777, Official Public Records, Taylor County, Texas for the northeast corner of this tract, whence a 3/8" rebar bears N88°48'52"W 0.36 feet and a 1/2" rebar found on the NBL of said Section 24 at the southeast corner of Section 54, Block 16, T.& P. RR. Company Surveys, Taylor County, Texas bears N0°36'51"E 100.10 feet;

Thence S0°36'51"W 2899.73 feet to a point on the SBL of said Section 24 for the southeast corner of this tract, whence a 1/4" pipe found bears S0°36'51"W 1.72 feet;

Thence N88°59'W 4589.17 feet along the SBL of said Section 24 to a point at the most southerly southeast corner of said 18.33 acre tract for the southwest corner of this tract, whence a 3/8" rebar found bears S0°45'32"W 0.34 feet;

Thence N0°45'32"E 2913.05 feet to a 3/8" rebar set for the northeast corner of this tract;

Thence S88°48'52"E 4581.94 feet to the place of beginning and containing 305.95 acres of land.

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE AND AEP TEXAS INC.

This Municipal Services Agreement ("Agreement") is entered into on this the 4th day of March, 2022, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, ("City") and AEP Texas Inc. ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Taylor County, Texas, which consist of approximately 38.19 acres of land in the City's extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated February 8, 2022;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owner agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.
- i. Fire – The City’s Fire Department will provide emergency and fire protection services.
- ii. Police – The City’s Police Department will provide protection and law enforcement services.
- iii. Emergency Medical Services – The City’s Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.
- iv. Planning, Zoning and Building – The City’s Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.
- v. Publicly Owned Parks, Facilities and Buildings.
1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.
2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
- vi. Stormwater Utility Services – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.
- vii. Streets – The City’s Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.
- viii. Water and Wastewater

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

9. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

12. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND

This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

CITY OF ABILENE

By: Robert Hanna

Robert Hanna

Title: City Manager

Address: 555 Walnut St.
Abilene, TX 79601

Phone Number: 325-676-6201

OWNER

By: Greg Blair

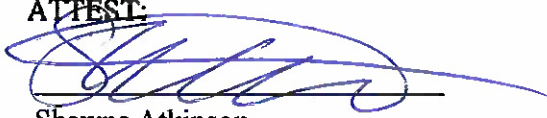
Greg Blair

Title: Mgr, Comm Affairs and Cust Svc

Address: 910 Energy Dr.
Abilene, TX 79602

Phone Number: 325-674-7422

ATTEST:



Shawna Atkinson
City Secretary

ATTEST: (If Corporation)

Corporation's Secretary

Corporate Seal (if available)

APPROVED:



Stanley Smith
City Attorney



Tract 1:

Being out of and a part of Section 53, T&P Railroad Company Block 16, Taylor County, Texas;

BEGINNING at the SW corner of said Section 53, for the SW corner of this tract;

THENCE N 12° 13' W 100 feet to a point for the NW corner of this tract;

THENCE N 77° 47' E 1562 feet to a point for the NE corner of this tract;

THENCE S 12° 13' E 100 feet to a point on the South line of said Section 53, for the SE corner of this tract, from which point the SE corner of said Section 53 bears N 77° 47' E;

THENCE S 77° 47' E 1562 feet to the Place of Beginning , and containing 3.59 acres of land more or less.

Tract 2:

Being out of and a part of Section 53, T&P Railroad Company, Block 16, Taylor County, Texas;

BEGINNING at the SE corner of said Section 53, for the SE corner of this tract;

THENCE S 77° 47' W 336 feet to a point for the SW corner of this tract, at the SE corner of a 3.59 West Texas Utilities Co. R.O.W. tract;

THENCE N 12° 13' W 100 feet to the point for corner;

THENCE N 0° 56' E 381.3 feet to a point for the NW corner of this tract;

THENCE N 77° 47' E 362.5 feet to a point for the NE corner of this tract;

THENCE S 0° 56' W at 150 feet the NW corner of Section 24, continuing a total distance of 484.6 feet to the PLACE OF BEGINNING and containing 3.91 acres of land more or less.

Tract 3:

Being 18.33 acres out of land out of Subdivision 5, A.F. McDonald Subdivision of the W.W. Sills Surveys 23 & 24, and being the same tract of land deeded to West Texas Utilities Company, called a 17.98 acres tract and recorded in Volume 211, Page 277, Deed Records, Taylor County Texas, and described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod, found, for the NE corner of this tract, same being the original NE corner of the C.M. Caldwell 323 acre tract and the NE corner of said Subdivision 5;

THENCE S 0° 31' 30" E 143.2 feet with the east boundary line of said Subdivision 5 to a 3/8" iron rod, set, for the most easterly SE corner of this tract;

THENCE N 89° 55' 30" W 4582.22 feet to a 3/8" iron rod, set, for an interior corner of this tract, said point being 100 feet S 0° 28' E and 80 feet N 89° 37' 30" E of the NW corner of said C.M. Caldwell Tract;

THENCE S 0° 22' 30" E 2915.81 feet to a 3/8" iron rod, set, for the most southerly SE corner of this tract on the south boundary line of said Survey 24 and the north boundary line of the R. Turner Survey No. 25;

THENCE S 89° 53' 40" W 80.09 feet with the south boundary line of said Survey 24 and the south boundary line of the C.M. Caldwell Tract, to a point from which a 3/8" iron rod, found, bears S 0° 22' 30" E 1.01 feet for the SW corner of this tract, same being the original SW corner of said Survey 24 and a corner of Section 55, Block 16, T&P R.R. Company Survey;

THENCE S 0° 22' 30" W 3015.30 feet with the west boundary line of said Survey 24, same being the east boundary line of said Section 55 to a 1/2" iron rod, found, for the NW corner of said Survey 24 and the NW corner of said C.M. Caldwell Tract;

THENCE S 89° 32' E 4661.71 feet with the north boundary line of said Survey 24 and the north boundary line of said C.M. Caldwell Tract to the POINT OF BEGINNING, and containing 18.33 acres of land, more or less.

Tract 4:

Being a strip or parcel of land out of Survey 54, Block 16, T&P RR Co. Survey, Taylor County, Texas, said strip or parcel of land being more particularly described as follows:

BEGINNING at a point in an existing fence line, the occupied West boundary line of said Survey 54 and the occupied East boundary line of Survey 53, same Block, from which point a corner fence post set for the Southwest corner of said Survey No. 54 bears S 12 degrees 46' E 235 feet;

THENCE N 12 degrees 46' W with said fence 212 feet to a point;

THENCE N 23 degrees 19' E 574.7 feet to a point in an existing fence line, the occupied South boundary line of a tract of land in the name of R.W. Varner;

THENCE N 69 degrees 47' E with said fence line 172.4 feet to a point for the NE corner of this tract;

THENCE S 23 degrees 19' W 865 feet to the place of beginning and containing 2.07 acres of land, more or less.

Tract 5:

Being a strip or parcel of land of Survey 54, Blk. 16, T&P RR Co. Survey and the A. Thompson Survey No. 20, Taylor County, Texas, said strip or parcel of land being more particularly described as follows:

BEGINNING at a point in an existing fence line, the Southwest right-of-way line of F-M Road 2404, the occupied North boundary line of a tract of land in the name of J.R. Sanders and J.L. Blackburn, from which point the Southwest corner of the A. Thompson Survey No. 20 bears S 66 degrees 01' E 16.6 feet and S 0 degrees 03' W 674.2 feet;

THENCE S 66 degrees 01' E with said Southwest right-of-way line at 16.6 feet cross the West line of said Thompson Survey, a total distance of 125 feet to a point for the NE corner of this tract;

THENCE S 23 degrees 19' W at 250.8 feet cross the West line of said Thompson Survey, a total distance of 1549.7 feet to a point in an existing fence line, the occupied East boundary line of a tract of land in the name of Dr. R.W. Varner;

THENCE N 19 degrees 11' W with said fence line 185 feet to a point for the SW corner of this tract;

THENCE N 23 degrees 19' E 1414.8 feet to the place of beginning and containing 4.25 acres of land, more or less, of which 0.31 acres are out of said Thompson Survey No. 20 and 3.94 acres are out of Survey No. 54. Block 16, T&P RR Co.

Tract 6:

All that certain lot, tract or parcel of land, being out of and a part of Section 23, Block 16, T&P R.R. Co. Survey, situated in Taylor County, Texas, and described by metes and bounds as follows, to wit:

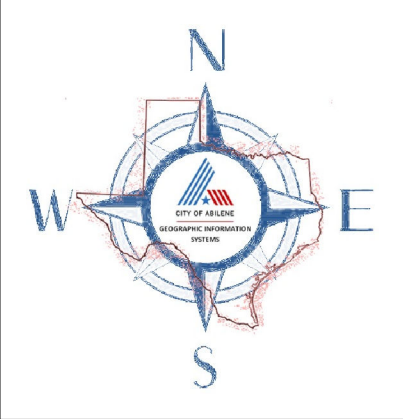
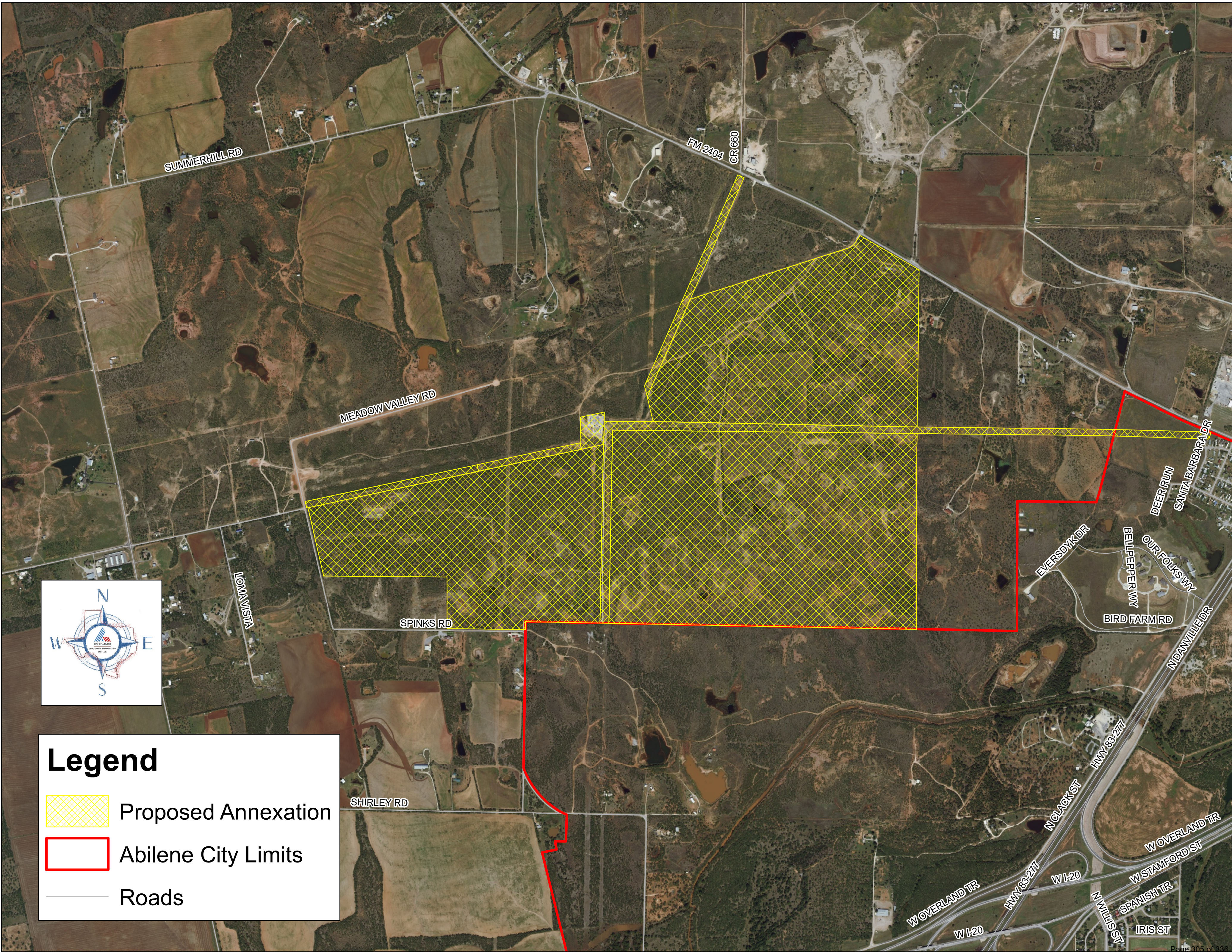
Beginning at a 6" corner post, the SE corner of said Section 23, for the SE corner of this tract;

THENCE S 77 deg. 47' W with the South line of Section 23, 2629 feet to a point in the East boundary line of a public road, and being the SW corner of this tract;

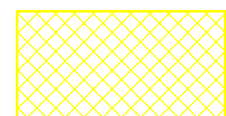
THENCE N 12 deg. 13' W 100 feet to a point;

THENCE N 77 deg. 47' E 2629 feet to a point in a fence and being on the East line of said Section 23;

THENCE S 12 deg. 13' E 100 feet to the point of beginning, and containing 6.04 acres of land, more or less.



Legend

-  Proposed Annexation
-  Abilene City Limits
-  Roads

Annexation of 821.22 Acres

April 28, 2022

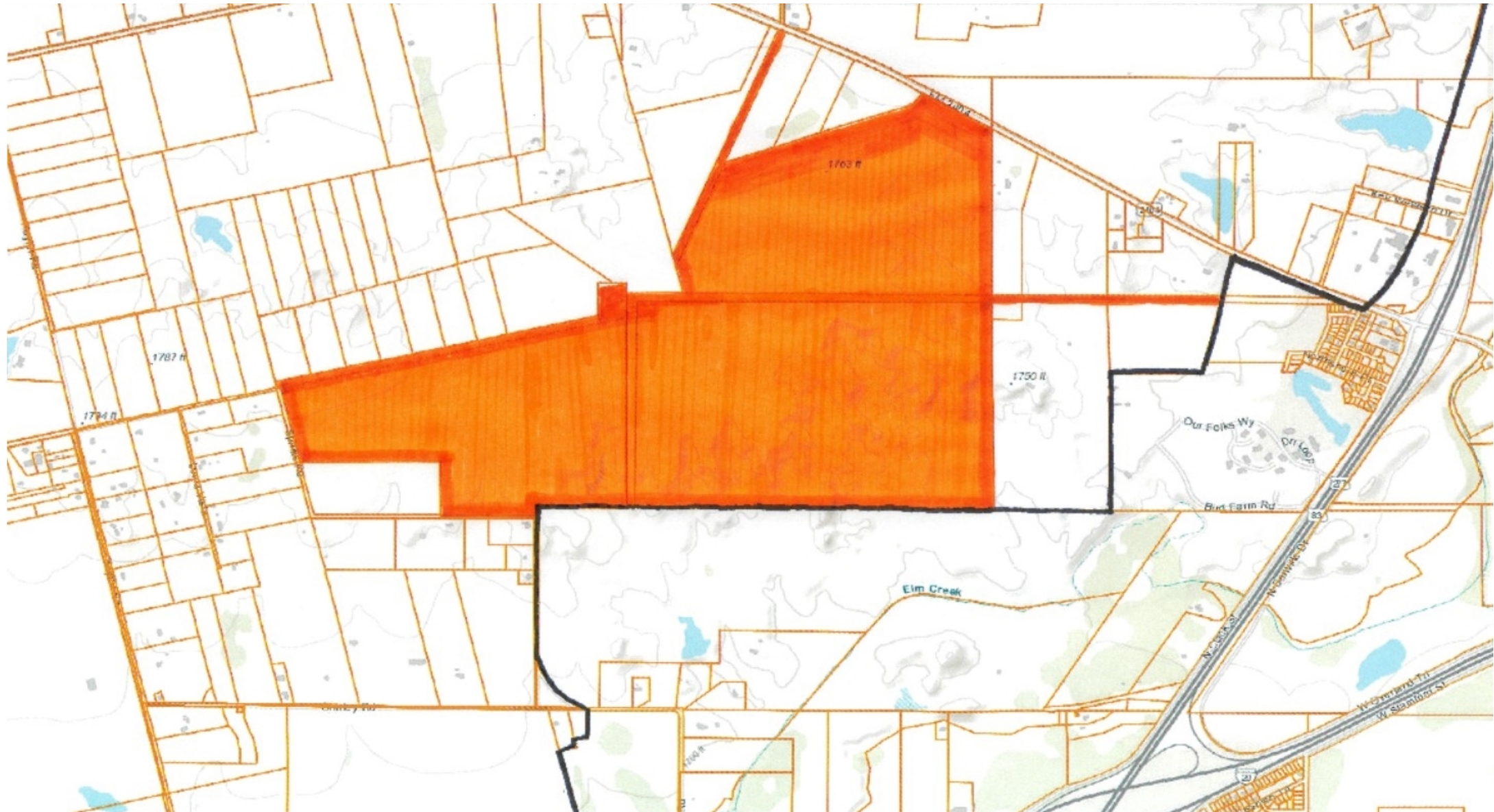


Annexation of 821.22 Acres

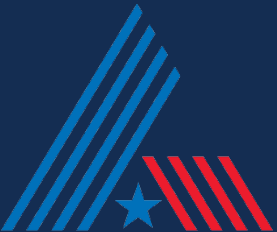
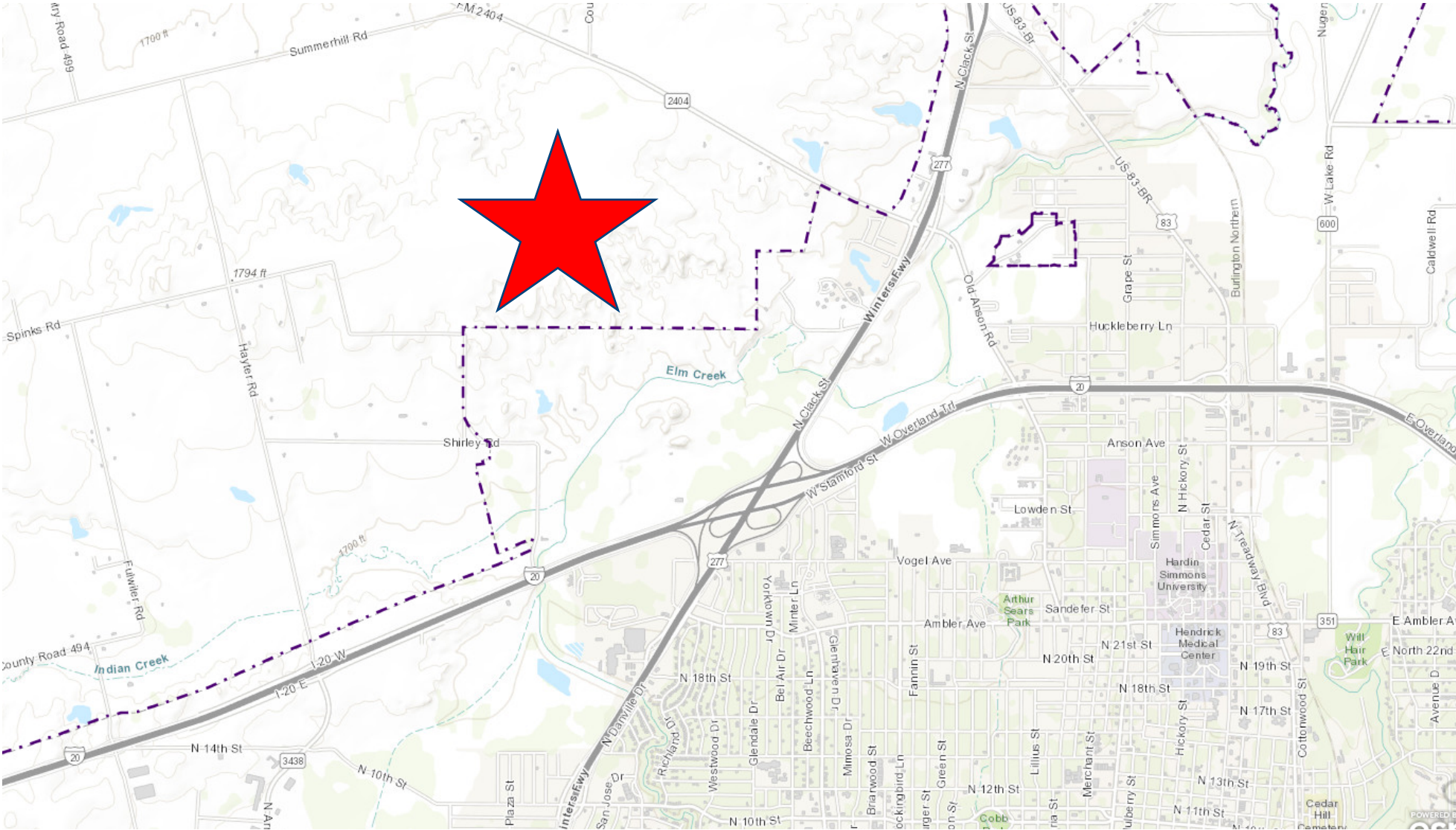
- Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed.
- The property owners of approximately 821.22 acres of property have filed requests for voluntary annexation with the City of Abilene.
- Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offers have been rejected by the property owners.
- The procedures prescribed by the Charter of the City of Abilene, and Texas law are being duly followed with respect to the real property.
- The annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.
- That the annexation will cause an area to be entirely surrounded by the City of Abilene, but will not include the area within the city limits. The surrounding of the area is in the public interest.
- This annexation includes the real property which is the subject of the Tax Abatement Agreement with Lancium, LLC. The remaining property being annexed is owned by AEP Texas, Inc.



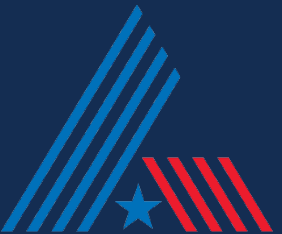
Annexation of 821.22 Acres



Annexation of 821.22 Acres



QUESTIONS





City Council Agenda Memo

City Council Meeting Date: 4/28/2022

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: **17. Initiative Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Initiative Ordinance Outlawing Abortion, Declaring Abilene a Sanctuary City for the Unborn, Making Various Provisions and Findings, Providing for Severability, and Establishing an Effective Date (Robert Hanna)**

GENERAL INFORMATION

Abilene City Charter, Section 37, requires the City Secretary, after completing an examination of an initiative petition, to certify the result of the examination to the Council at its next regular meeting.

On February 22, 2022, an initiative petition was filed in the City Secretary's Office, by a group of citizens to make Abilene a sanctuary city for the unborn. The City Secretary's Office then had 20 days to verify that the petition met the required number of signatures, which was 6,483 (ten percent of the qualified voters of the last municipal election).

On March 10, 2022, the City Secretary's Office completed the verification process and sent a certified letter to the filer letting them know that they did not meet the required number of signatures. They then had 10 days to "correct" the petition.

On March 21, 2022, a supplement to the petition was filed in the City Secretary's Office. The City Secretary's Office verified 6,850 valid signatures (with some corrections to signatures from the first round not checked) total, which met the required 6,483 signatures.

On April 14, 2022, the City Council received the certified petition from the City Secretary, and a First Reading of the proposed initiative Ordinance was considered by the City Council as required by the Charter.

SPECIAL CONSIDERATIONS

Pursuant to Section 39, City Charter, the proposed initiative Ordinance shall be read and provision shall be made for a public hearing upon the proposed Ordinance.

Pursuant to Section 40, City Charter, if the Council shall fail to pass the Ordinance proposed by initiative petition in the exact form proposed, the proposed ordinance shall be submitted to the voters. The City Council, pursuant to the Charter, may not amend or modify the language of the proposed initiative Ordinance.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. SCFTU Ordinance for Abilene, Texas (11-30-21)
2. Sanctuary City Ordinance ppt

ORDINANCE NO. _____

ORDINANCE OUTLAWING ABORTION, DECLARING ABILENE A
SANCTUARY CITY FOR THE UNBORN, MAKING VARIOUS PROVISIONS AND
FINDINGS, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN
EFFECTIVE DATE

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

A. FINDINGS

The City of Abilene finds that:

- (1) Human life begins at conception.
- (2) Abortion is an act of violence that purposefully and knowingly terminates an unborn human life.
- (3) Unborn human beings are entitled to the full and equal protection of the laws that prohibit violence against other human beings.
- (4) The State of Texas has never repealed its pre-*Roe v. Wade* statutes that outlaw and criminalize abortion unless the mother's life is in danger. *See* West's Texas Civil Statutes, articles 4512.1 – 4512.6 (1974); *see also* Act of June 14, 1973, ch. 399, §§ 5–6, 1973 Tex. Acts 883, 995–96; *see also id.* 996a, 996e (including the Texas abortion laws in the table indicating the “Disposition of Unrepealed Articles of the Texas Penal Code of 1925 and Vernon's Penal Code.”).
- (5) The Texas Legislature has reaffirmed the continued existence and validity of the State's pre-*Roe v. Wade* criminal abortion statutes. *See* Senate Bill 8, 87th Leg., § 2 (2021) (“The legislature finds that the State of Texas never repealed, either expressly or by implication, the state statutes enacted before the ruling in *Roe v. Wade*, 410 U.S. 113 (1973), that prohibit and criminalize abortion unless the mother's life is in danger.”).
- (6) The law of Texas therefore continues to define abortion as a criminal offense except when necessary to save the life of the mother. *See* West's Texas Civil Statutes, article 4512.1 (1974); Senate Bill 8, 87th Leg., § 2 (2021).
- (7) The law of Texas also imposes felony criminal liability on anyone who “furnishes the means for procuring an abortion knowing the purpose intended,” *see* West's Texas Civil Statutes, article 4512.2 (1974), as well as anyone who aids or abets an abortion performed in violation of Texas law, *see* Tex. Penal Code section 7.02.
- (8) The Supreme Court's judgment in *Roe v. Wade* did not cancel or formally revoke the Texas statutes that outlaw and criminalize abortion, and the judiciary has no power to erase a statute that it believes to be unconstitutional. *See Pidgeon v.*

Turner, 538 S.W.3d 73, 88 n.21 (Tex. 2017) (“When a court declares a law unconstitutional, the law remains in place unless and until the body that enacted it repeals it”); *Texas v. United States*, 945 F.3d 355, 396 (5th Cir. 2019) (“The federal courts have no authority to erase a duly enacted law from the statute books, [but can only] decline to enforce a statute in a particular case or controversy.” (citation and internal quotation marks omitted)).

(9) The Supreme Court’s pronouncements in *Roe v. Wade* and subsequent cases may temporarily limit the ability of State officials to impose penalties on those who violate the Texas abortion statutes, but they do not veto or erase the statutes themselves, which continue to exist as the law of Texas until they are repealed by the legislature that enacted them. The State’s temporary inability to prosecute or punish those who violate its abortion statutes on account of *Roe v. Wade* does not change the fact that abortion is defined as a criminal act under Texas law.

(10) The Texas murder statute defines the crime of “murder” to include any act that “intentionally or knowingly causes the death” of “an unborn child at every stage of gestation from fertilization until birth.” See Texas Penal Code § 19.02; Texas Penal Code § 1.07. Although the statute exempts “lawful medical procedures” from the definition of murder, see Texas Penal Code § 19.06(2), an abortion is not a “lawful medical procedure” under Texas law unless the life of the mother is in danger, see West’s Texas Civil Statutes, article 4512.1 (1974).

(11) The law of Texas also prohibits abortions unless they are performed in a facility that meets the minimum standards for an ambulatory surgical center, and by a physician who holds admitting privilege at a nearby hospital. See Texas Health and Safety Code § 171.0031, 245.010(a). The Supreme Court’s ruling in *Whole Woman’s Health v. Hellerstedt*, 136 S. Ct. 2292 (2016), did not alter or revoke these requirements of state law; it merely enjoined state officials from enforcing the penalties established in those statutes against the abortion providers who violate them. *Whole Woman’s Health v. Hellerstedt* does not change the fact that abortion is not a “lawful medical procedure” under Texas law unless it complies with sections 171.0031 and 245.010(a) of the Texas Health and Safety Code, and it does not change the fact that the Texas murder statute prohibits abortions that fail to comport with these still-existing requirements of Texas law.

(12) The Texas abortion laws are severable in each of their discrete applications, and they are severable as applied to each individual person, group of persons, or circumstances. See Tex. Gov’t Code § 311.032(c); Tex. Gov’t Code § 311.036(c) (“Every statute that regulates or prohibits abortion is severable in each of its applications to every person and circumstance. If any statute that regulates or prohibits abortion is found by any court to be unconstitutional, either on its face or as applied, then all applications of that statute that do not violate the United States

Constitution and Texas Constitution shall be severed from the unconstitutional applications and shall remain enforceable, notwithstanding any other law, and the statute shall be interpreted as if containing language limiting the statute's application to the persons, group of persons, or circumstances for which the statute's application will not violate the United States Constitution and Texas Constitution.”). These laws therefore remain enforceable against any individual or entity that aids or abets an abortion performed in Texas, so long as the prosecution of the particular individual or entity that aids or abets the abortion will not impose an “undue burden” on abortion patients.

(13) The City of Abilene finds it necessary to supplement the existing state-law prohibitions on abortion with its own prohibitions on abortion, and to empower city officials and private citizens to enforce these prohibitions to the maximum extent permitted by state law and the Constitution. *See* Tex. Local Gov't Code §§ 54.001(b)(1); 54.004.

(14) The law of Texas explicitly allows municipalities and political subdivisions to outlaw and prohibit abortion, and to establish penalties and remedies against those who perform or enable unlawful abortions. *See* Tex. Gov't Code § 311.036(b) (“A statute may not be construed to restrict a political subdivision from regulating or prohibiting abortion in a manner that is at least as stringent as the laws of this state unless the statute explicitly states that political subdivisions are prohibited from regulating or prohibiting abortion in the manner described by the statute.”).

(15) To protect the health and welfare of all residents within the City of Abilene, including the unborn, the City finds it necessary to outlaw abortion under city law, to outlaw acts that aid or abet abortions, and to establish penalties and remedies as provided in this ordinance. *See* Tex. Local Gov't Code §§ 54.001(b)(1); 54.004.

B. DECLARATIONS

(1) We declare Abilene, Texas to be a Sanctuary City for the Unborn.

(2) Abortion at all times and at all stages of pregnancy is declared to be an act of murder unless the mother's life is in danger.

(3) Abortion-inducing drugs are declared to be contraband, and we declare the possession of abortion-inducing drugs within city limits to be an unlawful act.

(4) Abortions performed anywhere in the state of Texas are criminal acts under Texas law, unless the abortion is procured or attempted by medical advice for the purpose of saving the life of the mother. *See* West's Texas Civil Statutes, articles 4512.1 – 4512.6 (1974); *see also* Senate Bill 8, 87th Leg., § 2.

(5) Any person who “furnishes the means for procuring an abortion knowing the purpose intended,” or who otherwise aids or abets an abortion performed in Texas,

is a criminal and a felon subject to prosecution and imprisonment under article 4512.2 of the Revised Civil Statutes and section 7.02 of the Texas Penal Code, unless the abortion is procured or attempted by medical advice for the purpose of saving the life of the mother.

(6) The City of Abilene urges the district attorneys of Taylor and Jones Counties to investigate and prosecute any individual or organization that “furnishes the means for procuring” an elective abortion, or that otherwise aids or abets such abortions, including:

- (a) employers and insurers who arrange for coverage of abortions in Texas;
- (b) individuals and organizations that knowingly provide transportation to or from a Texas abortion provider;
- (c) individuals and organizations that knowingly pay for another person’s abortion in Texas, including abortion funds and abortion-assistance organizations;
- (d) individuals who knowingly donate money to abortion funds and abortion-assistance organizations that aid or abet abortions performed in Texas;
- (e) individuals and organizations that offer or provide “abortion doula” services in Texas.

(7) The City of Abilene urges all of its citizens to regard those who perform or assist elective abortion in Texas as criminals, consistent with the abortion laws of Texas, and to report these criminal activities to the relevant district attorneys for investigation and criminal prosecution.

C. AMENDMENTS TO CITY CODE

Chapter 20 of the Abilene Code of Ordinances is amended by adding Article VIII to read as follows:

ARTICLE VIII. ABORTION

Sec. 20.86. Definitions

(a) For the purposes of this article, the following definitions shall apply:

- (1) “Abortion” means the act of using or prescribing an instrument, a drug, a medicine, or any other substance, device, or means with the intent to cause the death of an unborn child of a woman known to be pregnant. The term does not include birth-control devices or oral contraceptives, and it does not include Plan B, morning-after pills, or emergency contraception. An act is not an abortion if the act is done with the intent to:

- (A) save the life or preserve the health of an unborn child;
 - (B) remove a dead, unborn child whose death was caused by accidental miscarriage; or
 - (C) remove an ectopic pregnancy.
- (2) “Unborn child” means a natural person from the moment of conception who has not yet completely left the womb.
- (3) “Abortion-inducing drugs” includes mifepristone, misoprostol, and any drug or medication that is used to terminate the life of an unborn child. The term does not include birth-control devices or oral contraceptives, and it does not include Plan B, morning-after pills, or emergency contraception. The term also does not include drugs or medications that are possessed or distributed for a purpose that does not include the termination of a pregnancy.

Sec. 20.87. Abortion Prohibited

(a) It shall be unlawful for any person to procure or perform an abortion of any type and at any stage of pregnancy in the city of Abilene, Texas.

(b) It shall be unlawful for any person to knowingly aid or abet an abortion that occurs in the city of Abilene, Texas. This section does not prohibit referring a patient to have an abortion which takes place outside the city limits of Abilene, Texas. The prohibition in this section includes, but is not limited to, the following acts:

- (1) Knowingly providing transportation to or from an abortion provider;
- (2) Giving instructions over the telephone, the internet, or any other medium of communication regarding self-administered abortion;
- (3) Providing money with the knowledge that it will be used to pay for an abortion or the costs associated with procuring an abortion;
- (4) Providing or arranging for insurance coverage of an abortion;
- (5) Providing “abortion doula” services; and
- (6) Coercing or pressuring a pregnant mother to have an abortion against her will.

(c) It shall be an affirmative defense to the unlawful acts described in Subsections (a) and (b) if the abortion was in response to a life-threatening physical condition aggravated by, caused by, or arising from a pregnancy that, as certified by a physician, places the woman in danger of death or a

serious risk of substantial impairment of a major bodily function unless an abortion is performed. The defendant shall have the burden of proving this affirmative defense by a preponderance of the evidence.

(d) It shall be unlawful for any person to possess or distribute abortion-inducing drugs in the city of Abilene, Texas.

(e) No provision of this section may be construed to prohibit any action which occurs outside of the jurisdiction of the city of Abilene, Texas.

(f) No provision of this section may be construed to prohibit any conduct protected by the First Amendment of the U.S. Constitution, as made applicable to state and local governments through the Supreme Court's interpretation of the Fourteenth Amendment, or by Article 1, Section 8 of the Texas Constitution.

(g) Under no circumstance may the mother of the unborn child that has been aborted, or the pregnant woman who seeks to abort her unborn child, be subject to prosecution or penalty under this section.

(h) Whoever violates this section shall be subject to the maximum penalty permitted under Texas law for the violation of a municipal ordinance governing public health, and each violation shall constitute a separate offense.

(i) Neither the City of Abilene, nor any of its officers or employees, nor any district or county attorney, nor any executive or administrative officer or employee of any state or local governmental entity, may impose or threaten to impose the penalty described in Subsection (h) unless and until:

(1) The Supreme Court overrules *Roe v. Wade*, 410 U.S. 113 (1973), and *Planned Parenthood v. Casey*, 505 U.S. 833 (1992), and permits states and municipalities to punish anyone who violates an abortion prohibition, or

(2) A state or federal court enters a declaratory judgment or otherwise rules that the imposition or threatened imposition of this penalty upon the particular person, corporation, or entity that committed the unlawful act described in Subsection (h) will not impose an "undue burden" on women seeking abortions; or

(3) A state or federal court enters a declaratory judgment or otherwise rules that the person, corporation, or entity that committed the unlawful act described in Subsection (h) lacks third-party standing to assert the rights of women seeking abortions in court.

(j) The penalty provided in Subsection (h) may not be imposed or threatened against any individual or entity if a previous decision of the Supreme Court of the United States established that the conduct of that individual or entity was constitutionally protected at the time it occurred.

(k) The non-imposition of the penalties described in Subsection (h) does not in any way legalize the conduct that has been outlawed by this section, and it does not in any way limit or affect the availability of the private-enforcement remedies established in Section 20.91, or the criminal penalties for abortion set forth in article 4512.1 of the Revised Civil Statutes and sections 1.07 and 19.02(b) of the Texas Penal Code. Abortion remains and is to be regarded as an illegal act under city law and a criminal act under state law, except when abortion is necessary to save the life of the mother. And abortion remains outlawed under both city and state law, despite the temporary and partial inability of city and state officials to punish those who violate the abortion laws on account of the Supreme Court's decisionmaking.

(l) Mistake of law shall not be a defense to the penalty established Subsection (h).

Sec. 20.88. Abortion Coverage Prohibited in Employer-Provided Health Insurance or Benefits

(a) It shall be unlawful for any employer in the city of Abilene, Texas, and for any person acting on that employer's behalf, to offer, provide, or arrange for coverage of abortion in any health-insurance policy or plan, flexible spending account, health savings account, or any other benefit provided to its employees, except for abortions performed in response to a life-threatening physical condition aggravated by, caused by, or arising from a pregnancy that, as certified by a physician, places the woman in danger of death or a serious risk of substantial impairment of a major bodily function unless an abortion is performed.

(b) Whoever violates this section shall be subject to the maximum penalty permitted under Texas law for the violation of a municipal ordinance governing public health, and each violation shall constitute a separate offense.

(c) Any official of the city of Abilene, Texas, who becomes aware that an employer is aiding or abetting abortions by providing coverage of abortions in an employee-benefits package shall report that employer to the district attorneys of Taylor and Jones Counties, and to all other district attorneys with jurisdiction over that employer, for criminal prosecution under article 4512.2 of the Revised Civil Statutes and section 7.02 of the Texas Penal Code.

Sec. 20.89. Abortions Performed Outside Abilene, Texas

(a) It is the policy of Abilene, Texas to protect its unborn residents from individuals and organizations that aid or abet the killing of unborn children, and to protect the unborn from those who seek to kill or otherwise harm them, to the maximum extent permissible under state and federal law.

(b) Except as provided by Subsections (c), (d), (e), and (f), it shall be unlawful for any person to knowingly aid or abet an abortion performed on a resident of Abilene, Texas, or to attempt to aid or abet such an abortion, regardless of where the abortion is or will be performed. The prohibition in this subsection includes, but is not limited to:

- (1) Offering or knowingly providing transportation to or from an abortion provider;
- (2) Giving instructions over the telephone, the internet, or any other medium of communication regarding self-administered abortion;
- (3) Offering or providing money with the knowledge that it will be used to pay for, offset, or reimburse the costs of an abortion or the costs associated with procuring an abortion;
- (4) Providing or arranging for insurance coverage of an abortion;
- (5) Offering or providing "abortion doula" services;
- (6) Providing referrals to an abortion provider;
- (7) Coercing or pressuring a pregnant mother to have an abortion; and
- (8) Engaging in any of the conduct that would make one an accomplice to abortion under section 7.02 of the Texas Penal Code.

(c) This section may not be construed to impose civil or criminal liability on any speech or conduct protected by the First Amendment of the United States Constitution, as made applicable to the states through the United States Supreme Court's interpretation of the Fourteenth Amendment of the United States Constitution, or by Article 1, Section 8 of the Texas Constitution.

(d) This section may not be construed to prohibit conduct that Abilene, Texas, is forbidden to prohibit or regulate under state or federal law.

(e) It shall be an affirmative defense if the unlawful acts described in Subsection (b) were taken in response to a life-threatening physical condition aggravated by, caused by, or arising from a pregnancy that, as certified by a physician, places the woman in danger of death or a serious risk of substantial impairment of a major bodily function unless an abortion is

performed. The defendant shall have the burden of proving this affirmative defense by a preponderance of the evidence.

(f) Under no circumstance may the woman upon whom the abortion was performed, or the pregnant woman who seeks to abort her unborn child, be subject to prosecution or penalty under this section.

(g) Whoever violates this section shall be subject to the maximum penalty permitted under Texas law for the violation of a municipal ordinance governing public health, and each violation shall constitute a separate offense.

(h) Neither the City of Abilene, nor any of its officers or employees, nor any district or county attorney, nor any executive or administrative officer or employee of any state or local governmental entity, may impose or threaten to impose the penalty described in Subsection (g) unless and until:

(1) The Supreme Court overrules *Roe v. Wade*, 410 U.S. 113 (1973), and *Planned Parenthood v. Casey*, 505 U.S. 833 (1992), and permits states and municipalities to punish anyone who violates an abortion prohibition, or

(2) A state or federal court enters a declaratory judgment or otherwise rules that the imposition or threatened imposition of this penalty upon the particular person, corporation, or entity that committed the unlawful act described in Subsection (g) will not impose an “undue burden” on women seeking abortions; or

(3) A state or federal court enters a declaratory judgment or otherwise rules that the person, corporation, or entity that committed the unlawful act described in Subsection (g) lacks third-party standing to assert the rights of women seeking abortions in court.

(i) The penalty provided in Subsection (g) may not be imposed or threatened against any individual or entity if a previous decision of the Supreme Court of the United States established that the conduct of that individual or entity was constitutionally protected at the time it occurred.

(j) The non-imposition of the penalties described in Subsection (g) does not in any way legalize the conduct that has been outlawed by this section, and it does not in any way limit or affect the availability of the private-enforcement remedies established in Section 20.91. Abortion remains and is to be regarded as an illegal act under city law and a criminal act under state law, except when abortion is necessary to save the life of the mother.

(k) Mistake of law shall not be a defense to the penalty established Subsection (g).

(l) Any official of the city of Abilene, Texas, who becomes aware that an individual or organization is aiding or abetting abortions performed in Texas by engaging in the conduct described in subsection (b) shall report that individual or organization to the district attorneys of Taylor and Jones Counties, or to the district attorneys with jurisdiction over that individual or organization, for criminal prosecution under article 4512.2 of the Revised Civil Statutes and section 7.02 of the Texas Penal Code.

Sec. 20.90. Abortions Performed in Violation of Texas Law

(a) It is the policy of the city of Abilene to ensure that the Texas abortion laws are enforced to the maximum possible extent consistent with the Constitution and existing Supreme Court doctrine.

(b) Except as provided by subsections (d), (e), (f), and (g), it shall be unlawful for any person to perform an abortion in violation of any statute enacted by the Texas legislature, including article 4512.1 of the Revised Civil Statutes, as well as sections 171.0031(a)(1) and 245.010(a) of the Texas Health & Safety Code.

(c) Except as provided by subsections (d), (e), (f), and (g), it shall be unlawful for any person to knowingly aid or abet an abortion performed in violation of any statute enacted by the Texas legislature, including article 4512.1 of the Revised Civil Statutes, as well as sections 171.0031(a)(1) and 245.010(a) of the Texas Health & Safety Code. The prohibition in this subsection includes, but is not limited to:

- (1) Offering or knowingly providing transportation to or from an abortion provider;
- (2) Giving instructions over the telephone, the internet, or any other medium of communication regarding self-administered abortion;
- (3) Offering or providing money with the knowledge that it will be used to pay for, offset, or reimburse the costs of an abortion or the costs associated with procuring an abortion;
- (4) Providing or arranging for insurance coverage of an abortion;
- (5) Offering or providing “abortion doula” services;
- (6) Providing referrals to an abortion provider;
- (7) Coercing or pressuring a pregnant mother to have an abortion; and

(8) Engaging in conduct that makes one an accomplice to abortion under section 7.02 of the Texas Penal Code.

(d) This subsection may not be construed to impose civil or criminal liability on any speech or conduct protected by the First Amendment of the United States Constitution, as made applicable to the states through the United States Supreme Court's interpretation of the Fourteenth Amendment of the United States Constitution, or by Article 1, Section 8 of the Texas Constitution.

(e) This section may not be construed to prohibit conduct that Abilene, Texas, is forbidden to prohibit or regulate under state or federal law.

(f) It shall be an affirmative defense if the unlawful acts described in Subsection (b) were taken in response to a life-threatening physical condition aggravated by, caused by, or arising from a pregnancy that, as certified by a physician, places the woman in danger of death or a serious risk of substantial impairment of a major bodily function unless an abortion is performed. The defendant shall have the burden of proving this affirmative defense by a preponderance of the evidence.

(g) Under no circumstance may the woman upon whom the abortion was performed, or the pregnant woman who seeks to abort her unborn child, be subject to prosecution or penalty under this section.

(h) Whoever violates this section shall be subject to the maximum penalty permitted under Texas law for the violation of a municipal ordinance governing public health, and each violation shall constitute a separate offense.

(i) Neither the City of Abilene, nor any of its officers or employees, nor any district or county attorney, nor any executive or administrative officer or employee of any state or local governmental entity, may impose or threaten to impose the penalty described in Subsection (h) unless and until:

(1) The Supreme Court overrules *Roe v. Wade*, 410 U.S. 113 (1973), and *Planned Parenthood v. Casey*, 505 U.S. 833 (1992), and permits states and municipalities to punish anyone who violates an abortion prohibition, or

(2) A state or federal court enters a declaratory judgment or otherwise rules that the imposition or threatened imposition of this penalty upon the particular person, corporation, or entity that committed the unlawful act described in Subsection (h) will not impose an "undue burden" on women seeking abortions; or

(3) A state or federal court enters a declaratory judgment or otherwise rules that the person, corporation, or entity that committed the unlawful act described in Subsection (h) lacks third-party standing to assert the rights of women seeking abortions in court.

(j) The penalty provided in Subsection (h) may not be imposed or threatened against any individual or entity if a previous decision of the Supreme Court of the United States established that the conduct of that individual or entity was constitutionally protected at the time it occurred.

(k) The non-imposition of the penalties described in Subsection (h) does not in any way legalize the conduct that has been outlawed by this section, and it does not in any way limit or affect the availability of the private-enforcement remedies established in Section 20.91. Abortion remains and is to be regarded as an illegal act under city law and a criminal act under state law, except when abortion is necessary to save the life of the mother.

(l) Mistake of law shall not be a defense to the penalty established Subsection (h).

(m) Any official of the city of Abilene, Texas, who becomes aware that an individual or organization is performing or aiding or abetting abortions in violation of in violation of any statute enacted by the Texas legislature, including articles 4512.1 and 4512.2 of the Revised Civil Statutes, as well as sections 171.0031(a)(1) and 245.010(a) of the Texas Health & Safety Code, shall report that individual or organization to the district attorneys of Taylor and Jones Counties, or to the district attorneys with jurisdiction over that individual or organization, for criminal prosecution under articles 4512.1 and 4512.2 of the Revised Civil Statutes and section 7.02 of the Texas Penal Code.

Sec. 20.91. Private Right of Action

(a) Any person, other than an officer or employee of a state or local governmental entity in this state, may bring a civil action in state court against any person who violates or intends to violate sections 20.87, 20.88, 20.89, or 20.90.

(b) If a claimant prevails in an action brought under this section, the court shall award:

(1) injunctive relief sufficient to prevent the defendant from violating section 20.87, 20.88, 20.89, or 20.90 in the future;

(2) statutory damages in an amount of not less than \$10,000 for each violation of section 20.87, 20.88, 20.89, or 20.90 that the defendant committed; and

- (3) costs and attorney's fees.
- (c) Notwithstanding Subsection (b), a court may not award relief under this section if the defendant demonstrates that the defendant previously paid statutory damages in a previous action for the particular conduct that violated section 20.87, 20.88, 20.89, or 20.90.
- (d) There is no statute of limitations for an action brought under this section.
- (e) The following are not a defense to an action brought under this section:
- (1) ignorance or mistake of law;
 - (2) a defendant's belief that the requirements of this section, or the requirements of sections 20.87, 20.88, 20.89, or 20.90, are unconstitutional or were unconstitutional;
 - (3) a defendant's reliance on any court decision that has been overruled on appeal or by a subsequent court, even if that court decision had not been overruled when the defendant engaged in conduct that violates sections 20.87, 20.88, 20.89, or 20.90;
 - (4) a defendant's reliance on any state or federal court decision that is not binding on the court in which the action has been brought;
 - (5) nonmutual issue preclusion or nonmutual claim preclusion;
 - (6) the consent of the unborn child's mother to the abortion; or
 - (7) any claim that the enforcement of sections 20.87, 20.88, 20.89, or 20.90 or the imposition of civil liability against the defendant will violate the constitutional rights of third parties, except as provided by section 20.92.
- (f) An action under this section must be brought in state court and not in the local or municipal courts;
- (g) This section may not be construed to impose liability on any speech or conduct protected by the First Amendment of the United States Constitution, as made applicable to the states through the United States Supreme Court's interpretation of the Fourteenth Amendment of the United States Constitution, or by Article 1, Section 8 of the Texas Constitution;
- (h) Neither the city of Abilene, Texas, nor any state or local official may intervene in an action brought under this section. This subsection does not prohibit a person or entity described by this subsection from filing an amicus curiae brief in the action.

(i) A civil action under this section may not be brought by any person who impregnated the abortion patient through an act of rape, sexual assault, incest, or any other unlawful act.

(j) Under no circumstance may a civil action under this section be brought against the mother of the unborn child that has been aborted, or the pregnant woman who seeks to abort her unborn child.

Sec. 20.92. Civil Liability: Undue Burden Defense

(a) A defendant against whom an action is brought under Section 20.91 does not have standing to assert the rights of women seeking an abortion as a defense to liability under that section unless:

(1) the United States Supreme Court or the Supreme Court of Texas holds that the courts of this state must confer standing on that defendant to assert the third-party rights of women seeking an abortion in state court as a matter of federal or state constitutional law; or

(2) the defendant has standing to assert the rights of women seeking an abortion under the tests for third-party standing established by the United States Supreme Court.

(b) A defendant in an action brought under Section 20.91 may assert an affirmative defense to liability under this section if:

(1) the defendant has standing to assert the third-party rights of a woman or group of women seeking an abortion in accordance with Subsection (a); and

(2) the defendant demonstrates that the relief sought by the claimant will impose an undue burden on that woman or that group of women seeking an abortion, or otherwise violate the rights of women seeking abortions under the United States Constitution.

(c) A court may not find an “undue burden” under Subsection (b) unless the defendant introduces evidence proving that:

(1) an award of relief will prevent a woman or a group of women from obtaining an abortion; or

(2) an award of relief will place a substantial obstacle in the path of a woman or a group of women who are seeking an abortion.

(d) A defendant may not establish an “undue burden” under this section by:

- (1) merely demonstrating that an award of relief will prevent women from obtaining support or assistance, financial or otherwise, from others in their effort to obtain an abortion; or
- (2) arguing or attempting to demonstrate that an award of relief against other defendants or other potential defendants will impose an undue burden on women seeking an abortion.
- (e) The affirmative defense under Subsection (b) is not available if the United States Supreme Court overrules *Roe v. Wade*, 410 U.S. 113 (1973), or *Planned Parenthood v. Casey*, 505 U.S. 833 (1992).
- (f) Nothing in this section shall in any way limit or preclude a defendant from asserting the defendant's personal constitutional rights as a defense to liability under Section 20.91, and a court may not award relief under Section 20.91 if the conduct for which the defendant has been sued was an exercise of state or federal constitutional rights that personally belong to the defendant.

Sec. 20.93. Severability

(a) Mindful of *Leavitt v. Jane L.*, 518 U.S. 137 (1996), in which in the context of determining the severability of a state statute regulating abortion the United States Supreme Court held that an explicit statement of legislative intent is controlling, the provisions and applications of this article shall be severable as follows:

- (1) It is the intent of the city that every section, provision, subsection, sentence, clause, phrase, or word in this article, and every application of the provisions in this article, are severable from each other. If any application of any provision in this article to any person, group of persons, or circumstances is found by a court to be invalid or unconstitutional, then the remaining applications of that provision to all other persons and circumstances shall be severed and may not be affected. All constitutionally valid applications of the provisions in this article shall be severed from any applications that a court finds to be invalid, leaving the valid applications in force, because it is the city's intent and priority that the valid applications be allowed to stand alone. Even if a reviewing court finds a provision of this article to impose an undue burden in a large or substantial fraction of relevant cases, the applications that do not present an undue burden shall be severed from the remaining applications and shall remain in force, and shall be treated as if the city had enacted an provision limited to the persons, group of persons, or circumstances for which the provision's application do not present an undue burden. The city further declares

that it would have enacted this article, and each provision, section, subsection, sentence, clause, phrase, or word, and all constitutional applications of this article, irrespective of the fact that any provision, section, subsection, sentence, clause, phrase, or word, or applications of this article were to be declared unconstitutional or to represent an undue burden.

- (2) If any court declares or finds a provision in this article facially unconstitutional, when there are discrete applications of that provision that can be enforced against a person, group of persons, or circumstances without violating the Constitution, then those applications shall be severed from all remaining applications of the provision, and the provision shall be interpreted, as a matter of city law, as if the city had enacted a provision limited to the persons, group of persons, or circumstances for which the provision's application will not violate the Constitution.
- (3) If any provision of this article is found by any court to be unconstitutionally vague, then the applications of that provision that do not present constitutional vagueness problems shall be severed and remain in force, consistent with the declarations of the city's intent in Subsections (a)(1) and (a)(2), and the provision shall be interpreted, as a matter of city law, as if the city had enacted a provision limited to the persons, group of persons, or circumstances for which the provision's application do not present constitutional vagueness problems.
- (4) No court may decline to enforce the severability requirements in Subsections (a)(1), (a)(2), and (a)(3) on the ground that severance would "rewrite" the ordinance or involve the court in legislative or lawmaking activity. A court that declines to enforce or enjoins a locality or government official from enforcing a subset of an ordinance's applications is never "rewriting" an ordinance, as the ordinance continues to say exactly what it said before. A judicial injunction or declaration of unconstitutionality is nothing more than a non-enforcement edict that can always be vacated by later courts if they have a different understanding of what the Constitution requires; it is not a formal amendment of the language in a statute or ordinance. A judicial injunction or declaration of unconstitutionality no more "rewrites" an ordinance than a decision by an executive official not to enforce a duly enacted statute or ordinance in a limited and defined set of circumstances.

(5) If any federal or state court ignores or declines to enforce the requirements of Subsections (a)(1), (a)(2), (a)(3), or (a)(4), or holds a provision of this article invalid or unconstitutional on its face after failing to enforce the severability requirements of Subsections (a)(1), (a)(2), (a)(3) and (a)(4), for any reason whatsoever, then the Mayor shall hold delegated authority to issue a saving construction of this article that avoids the constitutional problems or other problems identified by the federal or state court, while enforcing the provisions of this article to the maximum possible extent. The saving construction issued by the Mayor shall carry the same force of law as an ordinance; it shall represent the authoritative construction of this article in both federal and state judicial proceedings; and it shall remain in effect until the court ruling that declares invalid or enjoins the enforcement of the original provision in this article is overruled, vacated, or reversed.

(6) The Mayor must issue the saving construction described in Subsection (a)(5) within 20 days after a judicial ruling that declares invalid or enjoins the enforcement of a provision of this article after failing to enforce the severability requirements of Subsections (a)(1), (a)(2), (a)(3), and (a)(4). If the Mayor fails to issue the saving construction required by Subsections (a)(5) within 20 days after a judicial ruling that declares invalid or enjoins the enforcement of a provision of this article after failing to enforce the severability requirements of Subsections (a)(1), (a)(2), (a)(3), and (a)(4), or if the Mayor's saving construction fails to enforce the provisions of the article to the maximum possible extent permitted by the Constitution or other superseding legal requirements, as construed by the federal or state judiciaries, then any person may petition for a writ of mandamus requiring the Mayor to issue the saving construction described in Subsection (a)(5).

D. EFFECTIVE DATE

This ordinance shall take effect upon: (1) approval by the City Council, or (2) approval by the voters, whichever occurs sooner.

PASSED, ADOPTED, SIGNED and APPROVED,

Mayor of the City of Abilene, Texas

City Secretary of the City of Abilene, Texas

FURTHER ATTESTED BY "WE THE PEOPLE", THE CITIZENS and WITNESSES TO THIS
PROCLAMATION, THIS _____ DAY OF _____, THE YEAR OF OUR LORD
_____.

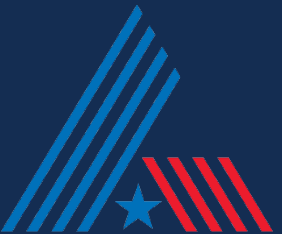
WITNESS: _____

WITNESS: _____

Ordinance: Sanctuary City for the Unborn



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 4/28/2022

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 18. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
3. Chandler Brooks v. Taylor County, et al.; Civil Action No. 1:20-cv-00049, In the United States District Court, Northern District of Texas, Abilene Division; filed March 5, 2020
4. John Doe v. Robert Hanna, Individually and as City Manager; Cause No. 28078-B; In the 104th Judicial District Court, Taylor County, Texas; filed July 7, 2020
5. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
6. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
7. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
8. Natasha Jones v. City of Abilene, Texas; EEOC Charge of Discrimination, 450-2020-06446; filed September 15, 2020
9. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
10. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
11. Cockrell Investment Partners, L.P. v. Middle Pecos Groundwater Conservation District, et al.; Cause No.

P827783CV, in the 83rd Judicial District Court, Pecos County, Texas; filed September 11, 2020

12. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021

13. James Easley v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed September 22, 2021

14. Samuel Hightower v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021

15. Zach Williams v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021

16. Governor's Executive Orders COVID-19

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards and Commissions may be discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 4/28/2022

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: 19. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Chapter 380 Agreement with Dyess Air Force Base, United States Airforce regarding flight line gates project (*Robert Hanna*)

GENERAL INFORMATION

Information will be provided at the meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. DAFB 380 Agreement

Resolution:

Approval of 380 Agreement with Dyess Air Force Base

