City of Abilene
City Council Agenda

Shane Price, Mayor Pro-tem
Lynn Beard, Deputy Mayor Pro-tem
Blaise Regan, Council Member
Robert Hanna, City Manager

Weldon Hurt, Mayor

Brian Yates, Council Member
Kyle McAlister, 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 February 22, 2024, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, 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. Deputy Mayor Pro-tem Lynn Beard

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Recognition:**

- Nick Cantu - Field Excellence Award from American Public Works Association
- Chance Overton - Operations Excellence Award from American Public Works Association

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 seperately, 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.

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special State of the City Address Meeting Held on February 6, 2024, and the Regular Meeting Held on February 8, 2024 ***(Shawna Atkinson)***

4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter ***(Shawna Atkinson)***

   - Animal Services Advisory Board

5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Amending the Bylaws of the Animal Services Advisory Board ***(Stanley Smith)***

6. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with Inreach for Vending Sales in City of Abilene Facilities ***(Don Green)***

7. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Approve Vehicle Lease with Capps Rent-A-Car Inc. ***(Don Green)***

8. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on the Purchase of Four (4) 2024 Ford Escapes from Arrow Ford Through Bids Received from CB-2419 for Code Enforcement and Building Inspection **(*Don Green*)**

9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of Three (3) 2024 Ford Escapes from Arrow Ford Through Bid Received from CB-2422 for the Police Department **(*Don Green*)**

10. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on the Purchase of Two (2) Crafco Supershot 125D Crack Sealing Machines from Crafco Inc, through Sourcewell contract #080521-CFC for Streets Services **(*Don Green*)**

11. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on the Purchase of Three (3) 2025 Chevrolet 2500 with Hartsra Animal Control Bodies from Lawrence Hall Chevrolet Through bid CB-2421 for Neighborhood Outreach **(*Don Green*)**

12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approval of Food and Supply Purchases for Rose Senior Programming with Ben E. Keith through the Sourcewell Cooperative ***(Lesli Andrews)***

13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Acquisition of Heimdal Software and Services from SHI Government Solutions ***(Troy Swanson)***

14. **Resolution**: Receive a Report, Hold a Discussion and Take Action to Approve a Professional Services Contract with Chanler Bull for Software Support Services ***(Troy Swanson)***

15. **Resolution**: Receive a Report, Hold a Discussion and Take Action to Amend Year 2 of the Microsoft Enterprise License Agreement through SHI Government Solutions ***(Troy Swanson)***

16. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Awarding S.

27th St. Traffic Signal Improvements to Willis Electric Co. Lp. ***(Max Johnson)***

17. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Awarding Street Resurfacing Project Work Zone S5 to Raydon Inc. ***(Max Johnson)***

18. **Resolution**: Receive a Report, Hold a Discussion, and Take Action Authorizing the City Manager to Execute a Contract with Steele Fire Apparatus, LLC or the Purchase of a Custom-Built Brush-Wildland Firefighting Vehicle ***(Cande Flores)***

19. **Ordinance (First Reading) CUP-2024-01:** Receive a Report, Hold a Discussion Take Action on A Request From The Owner, Represented By Enprotec/Hibbs & Todd, Inc., To Apply A Conditional Use Permit To Approximately 25.44 Acres Zoned Agricultural Open (AO) To Allow For An RV Park. Located At 9017 West Lake Road. ***(Tim Littlejohn)***

20. **Ordinance (First Reading) Z-2024-04:** Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, Represented By Geotex Property Solutions, LLC, To Change The Zoning Of Approximately 1.28 Acres From Agricultural Open (AO) To Mobile Home (MH). Located Within The 7500 Block Of West Lake Road. ***(Tim Littlejohn)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

21. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance Approving Revised Budget Figures for Fiscal Year 2023-2024; for the City of Abilene; Appropriating Funds; Repealing all Ordinances and Parts of Ordinances in Conflict Herewith; Calling a Public Hearing. ***(Mike Rains)***

22. **Ordinance (Final Reading) Z-2024-03:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, Represented By Enprotec/Hibbs & Todd, Inc., To Change The Zoning Of Approximately 1.84 Acres From Residential Single Family (RS-6) To Patio Home (PH). Located at The 2500 Block Of Bel Air Drive. ***(Tim Littlejohn)***

EXECUTIVE SESSION

23. **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. 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
2. 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
3. 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
4. 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
5. 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
6. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
7. The Woodlands Pride, Inc., et al. v. Ken Paxton, Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
8. PFAS Litigation
9. Ginger Robertson v. City of Abilene and Abilene Zoological Society; Cause No. 13179-D, In the 350th Judicial District Court, Taylor County, Texas; filed December 5, 2023

10. City of Dallas, et al, v. Disney DTC, LLC, et al., Cause No. DC-22-09128, In the 14th Judicial District Court, Dallas County, Texas, filed August 3, 2022

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)
1. 1525 & 1601 East Stamford

RECONVENE

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 16th day of February, 2024, at 3:40 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Honorable Mayor & Members of City Council**

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special State of the City Address Meeting Held on February 6, 2024, and the Regular Meeting Held on February 8, 2024** ***(Shawna Atkinson)***

GENERAL INFORMATION

Approval of the Minutes from the Special State of the City Address Meeting Held on February 6, 2024, and the Regular Meeting Held on February 8, 2024

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 02-06-2024 Minutes - Special - State of the City Address
2. 02-08-2024 Minutes - Regular - Morning

SPECIAL CALLED MEETING
February 6, 2024 at 3:15 p.m.

CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
BALLROOM AT THE DOUBLETREE BY HILTON HOTEL

The City Council of the City of Abilene, Texas met in Special Session on February 6, 2024, at 3:15 p.m. in the Ballroom at the Doubletree by Hilton Hotel, 500 Cypress Street, Abilene, Texas. Mayor Weldon Hurt was present and presiding, along with Deputy Mayor Pro-tem Lynn Beard, and Councilmembers Blaise Regan and Brian Yates. Mayor Pro-tem Shane Price, and Councilmember Kyle McAlister and Travis Craver were absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

The special called meeting/work session was held for the purpose of presenting the Mayor's Annual State of the City address.

Mayor Hurt opened the public comment period. With no speakers coming forward, the public comment period was closed.

After a kick-off and introduction video was played with a history of Abilene, as well as an overview of the City Council's priorities. City Manager Robert Hanna then welcomed everyone to the event.

Mayor Hurt's State of the City address covered issues in the following areas:

- An overview of Abilene's statistics, including population, age, housing an income, property tax rates, and its workforce.
- Street Maintenance Fee Projects
- Animal Services and the partnership with All Kind Animal Initiative for the new animal shelter
- The Rebuild ABI Program
- The 2022 and 2023 Bond Packages, including the new Fire Station #9, the Zoo master plan, and the demolition and rebuild of Cesar Chavez and Cobb Recreation Centers
- Investing in Abilene's people
- City Boards

Throughout, videos were shown on the following topics:

- Reliable Infrastructure
- Capital Improvements
- Various City department's accomplishments throughout the past year
- Quality of Life
- The City's Budgeting Process
- Engaging the Community

Mayor Hurt introduced Taylor County Judge Phil Crowley, who spoke on ambulance services in Taylor County, County employee salaries, and the 1915 Courthouse renovations currently underway.

Misty Mayo, CEO of the Development Corporation of Abilene, spoke about the DCOA, including awards they have won, companies they've worked for, reinvesting into Abilene, their impact in the area, and creating job opportunities in Abilene.

Joe Waldron, Assistant Superintendent with Abilene Independent School District, spoke about AISD being the heart of Abilene. He gave several examples of AISD students and staff and the impact they have made on Abilene and beyond.

Joey Light, Superintendent with Wylie Independent School District, gave a snapshot of WISD's statistics, spoke about their 2023 bond projects, their new PUP Academy Day Care for staff, and their CTE program.

Doug Peters with the Abilene Chamber of Commerce spoke about what the Chamber of Commerce is, and how the Cultural Affairs Council and the Abilene Convention and Visitors Bureau fits in with them. He also spoke about the CALF festival, the Children's Performing Art Series, storybook sculptures, the Military Affairs Committee, and their economic impact on the City of Abilene.

Mayor Hurt wrapped up the event with a video of closing remarks and thank-yous and adjourned the meeting.

ADJOURNMENT

The meeting adjourned at 5:08 p.m.

_____	_____
Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
February 8, 2024 at 8:30 a.m.

CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
COUNCIL CHAMBERS, CITY HALL

The City Council of the City of Abilene, Texas met in Regular Session on February 8, 2024, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Shane Price, Deputy Mayor Pro-tem Lynn Beard, and Councilmembers Blaise Regan, Brian Yates, Kyle McAlister, and Travis Craver. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Blaise Regan delivered the invocation.

Lucy Craig, 5th grader from Taylor Elementary led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

- Service Award:
  - George Taylor – 20 Years – Water Department

Mayor Hurt recognized Mari Cockerell and the Communications department for their work putting together the State of the City Address this past Tuesday.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-15. Items 7 and 8 were pulled for individual consideration.

Items pulled for individual consideration:
- Item 7: Councilmember Regan
- Item 8: Councilmember Regan

PUBLIC COMMENTS

Mayor Hurt opened the public comment period. The following addressed the City Council:

- Lynn Jackson
- Marcus Wiley
- Donna Albus

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

CONSENT AGENDA

Mayor Pro-tem Price moved to approve the consent agenda, now consisting of items 3-6 & 9-15 Councilmember McAlister seconded the motion. Motion carried.

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

Deputy Mayor Pro-tem Beard had a conflict of interest on item 11 and abstained from voting on that item. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office. The vote for item 11 alone was:

AYES (6): Mayor Hurt, Mayor Pro-tem Price, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None
ABSTAIN (1): Deputy Mayor Pro-tem Beard

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on January 25, 2024

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. 21-2024]

Board	Term End Date
Board of Adjustment	
John Havard [Alternate] [New]	November 2025
Board of Building Standards	
Jo Don Murman [New] [Alternate]	November 2025
Rodney Ritter [New] [Alternate]	November 2025
Landmarks Commission	
Megan Brest [Alternate] [New]	November 2025 [unexpired term]
Tammy Kister [Regular] [New] [move from Alt]	November 2026
Neighborhood Services Advisory Board	
Geoffrey Turner [New]	November 2025
Parks & Recreation Board	
Jack Hurd [New]	May 2025 [unexpired term]

5. Resolution: Receive a Report, Hold a Discussion and Take Action on Ordering a City of Abilene General Election to be Held on Saturday, May 4, 2024, for the Purpose of Electing Members to City Council Places 1 and 2
[ASSIGNED RESOLUTION NO. 22-2024]

6. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a General Election to be Held on Saturday, May 4, 2024, and Authorizing the Extension of this Contract to Cover a Runoff Election, if Needed
[ASSIGNED RESOLUTION NO. 23-2024]

9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Agreement for a GIS Five-Year Strategic Plan with Freese and Nichols, Inc.
[ASSIGNED RESOLUTION NO. 26-2024]

10. Resolution: Receive a Report, Hold a Discussion, and Take Action of Authorizing the City Manager to enter into a Professional Services Agreement with Resource Data, Inc. (RDI) for Geographic Information Systems (GIS) Support Services
[ASSIGNED RESOLUTION NO. 27-2024]

11. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an On-Airport Concession Agreement with Avis Budget Car Rental, LLC to Operate Avis Car Rental and Payless Car Rental
[ASSIGNED RESOLUTION NO. 28-2024]

12. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract with Jacob Martin for the Design of a Pickleball Complex at Oscar Rose Park
[ASSIGNED RESOLUTION NO. 29-2024]

13. Resolution: Receive a Report, Hold a Discussion and Take Action on the Advanced Funding Agreement (AFA) With the Texas Department of Transportation for Traffic Signal Upgrades at Intersection of South 1st and Grape Street
[ASSIGNED RESOLUTION NO. 30-2024]

14. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on an Ordinance Approving Revised Budget Figures for Fiscal Year 2023-2024; for the City of Abilene; Appropriating Funds; Repealing all Ordinances and Parts of Ordinances in Conflict Herewith; Calling a Public Hearing

15. Ordinance (First Reading) Z-2024-03: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, Represented By Enprotec/Hibbs & Todd, Inc., To Change The Zoning Of Approximately 1.84 Acres From Residential Single Family (RS-6) To Patio Home (PH). Located at The 2500 Block Of Bel Air Drive

ITEM PULLED FOR INDIVIDUAL CONSIDERATION

7. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Execute a Water Supply Agreement with the Palo Pinto County Municipal Water District No. 1
[ASSIGNED RESOLUTION NO. 24-2024]

Having pulled the item, Councilmember Regan asked Rodney Taylor, Director of Water Utilities, to explain the details of this agreement. Adoption of this item would approve a water supply agreement between the City of Abilene and Palo Pinto County Municipal Water District No. 1 (PPCMWD), to sell up to 3,000 acre feet annually of its raw water supply, stored in Possum Kingdom Reservoir to the PPCMWD.

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

Councilmember Regan moved to approve the item as presented. Councilmember McAlister seconded the motion; motion carried.

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

8. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to execute a Temporary Resale Amendment to System Water Availability Agreement with the Brazos River Authority
[ASSIGNED RESOLUTION NO. 25-2024]

Having pulled the item, Councilmember Regan stated his questions were answered already with item 7. Adoption of this item would execute a Temporary Resale Amendment to the System Water Availability Agreement between the Brazos River Authority and the City of Abilene.

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

Councilmember McAlister moved to approve the item as presented. Councilmember Regan seconded the motion; motion carried.

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

REGULAR AGENDA

16. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve an Amendment to the Fee and Charges Ordinance to Add New Rates for Advertising in the Abilene Regional Airport Terminal
[ASSIGNED ORDINANCE NO. 06-2024]

Don Green, Director of Transportation, presented the item. Adoption of the item would amend the fee schedule to add rates for advertising in the Abilene Regional Airport.

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

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

Deputy Mayor Pro-tem Beard and Councilmember McAlister had a conflict of interest on this item and abstained from voting. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

AYES (5): Mayor Hurt, Mayor Pro-tem Price, and Councilmembers Regan, Yate and Craver
NAYS (0): None
ABSTAIN (2): Deputy Mayor Pro-tem Beard and Councilmember McAlister

17. Ordinance (Final Reading) Z-2023-39: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From HD Development Properties LP (D/B/A The Home Depot), Represented By Cassie Permenter, To Amend The Terms Of The Planned Development District 75 To Allow Outdoor Retail Sales/Rental And Display Within The Track "The Home Depot". Located At 4590 Southwest Dr, Abilene, TX 79606
[ASSIGNED ORDINANCE NO. 07-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would amend the terms of Planned Development District 75 (PDD-75) to allow for outdoor retail sales/rental and display within the track.

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

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

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

18. Ordinance (Final Reading) Z-2024-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, Represented By Jacob Martin, To Change The Zoning Of Approximately 14.6 Acres From Agricultural Open To Planned Development District 185. Specifically, To Allow Residential Single-Family Uses On 5,000 Sq. Ft. Lots. Located At The 6500-6800 Block Of Fairway Oaks Blvd, Abilene, TX 79606
[ASSIGNED ORDINANCE NO. 08-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Agricultural Open Space (AO) to Planned Development District 185 (PDD-185).

Mayor Hurt opened the public hearing. The following spoke in favor to Z-2024-01:

- Clayton Farrow

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

Councilmember McAlister moved to approve the item as presented. Councilmember Yates seconded the motion; motion carried.

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

19. Ordinance (Final Reading) Z-2024-02: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of 0.47 Of An Acre From Agricultural Open To Multi-Family, Located On 2900 Block Of Old Anson Road
[FAILED]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Agricultural Open Space (AO) to Multi-Family (MF). This item requires a supermajority vote due to the amount of opposition received.

Mayor Hurt opened the public hearing. The following spoke in opposition to Z-2024-02:

- Annette Dulaney – did not wish to speak, indicated opposition on card
- Denise Howison
- David Howison
- Gary Westbrook

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

This item failed due to lack of a motion.

20. Ordinance (Final Reading) OAM-2023-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The City Of Abilene To Amend The Land Development Code (LDC) To Create The Rebuild ABI Infill Overlay (RAI) District To Promote Infill Development And Redevelopment In Targeted Neighborhoods
[ASSIGNED ORDINANCE NO. 10-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would repeal Section 2.3.4.3 Neighborhood Conservation Overlay (NCO) and replace it with the new Rebuild ABI Infill Overlay (RAI) District to promote infill development and redevelopment in targeted neighborhoods.

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

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

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

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:35 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:

20. F.551.071 (Consultation with Attorney)
    1. Sharra Sampson v. City of Abilene, Cause No 8144-B
    2. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No 1:16-cv-00181-BL
    3. City of Dallas, et al, v. Disney DTC, LLC, et al

The Executive Session ended at 9:45 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA

22. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Settlement Agreement Regarding Sharra Sampson v. City of Abilene (Stanley Smith)
[ASSIGNED RESOLUTION NO. 31-2024]

Stanley Smith, City Attorney, presented the item. Adoption of the item would approve a settlement agreement regarding Sharra Sampson v. City of Abilene.

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

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

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

ADJOURNMENT

There being no further business, the meeting adjourned at 9:47 a.m.

_____	_____
Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Honorable Mayor & Members of City Council**

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **4.**

Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter *(Shawna Atkinson)*

- **Animal Services Advisory Board**

GENERAL INFORMATION

The item provides for reappointment of members as well as appointing members to certain boards and commissions.

SPECIAL CONSIDERATIONS

Member terms vary per board and commission and are outlined in Exhibit A of the resolution.

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. B&C Resolution
2. Exhibit A
3. B&C Presentation Slide

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AS REQUIRED BY THE CHARTER OF THE CITY OF ABILENE AND STATUTES OF THE STATE OF TEXAS

WHEREAS, the Charter of the City of Abilene and the Statutes of the State of Texas require that certain Boards and Commissions be established with a portion of the memberships thereof to be filled by appointment each year; and

WHEREAS, the City Council is of the opinion that the following members should be appointed to the designated Boards and Commissions, and has requested the Mayor to appoint same with the approval of the Council.

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

PART 1: That the list of Members is attached hereto as Exhibit A, shall be in all things, approved.

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

PASSED this 22nd day of February, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
Animal Services Advisory Board	
Dr. Andrew Houser [Reappointment]	November 2026
Lora Jones [New]	November 2027
Shelby Lawrence [New]	November 2027
Andrea Robinson [New]	November 2027
Lynn Beard [Reappointment]	November 2026

Resolution: Appointing Member(s) to various Boards and Commissions per the City Charter

- Animal Services Advisory Board

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Honorable Mayor and City Council Members**

FROM: **Stanley Smith, City Attorney**

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Take Action on Amending the Bylaws of the Animal Services Advisory Board *(Stanley Smith)***

GENERAL INFORMATION

In August 1982, the Abilene City Council created the Animal Control Advisory Committee with a five (5) member board. The Committee's make-up consisted of two licensed veterinarians, one county or city official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization. Bylaws were also approved.

In September 2006, the City Council changed the name of the committee to the Animal Services Advisory Board.

In 2022, the City Council authorized the City to enter into an agreement with All Kind Animal Initiative to construct and manage a new Pet Adoption and Resource Center. All Kind Animal Initiative is a non-profit corporation.

With the change in the operations of animal services in the city of Abilene, staff recommends an update to the Bylaws of the Animal Services Advisory Board.

SPECIAL CONSIDERATIONS

Section 823.005 of the Texas Health and Safely Code requires the following:

1. The governing body of a county or municipality in which an animal shelter is located shall appoint an advisory committee to assist in complying with the requirements of this chapter.

2. The advisory committee must be composed of at least one licensed veterinarian, one county or

municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization.

3. The advisory committee shall meet at least three times a year.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the Bylaws of the Animal Services Advisory Board.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2024 Animal Services Bylaws Resolution final
2. Animal Services Advisory Board Bylaws [02-22-24]
3. By-laws (1)
4. Approve Amendments Bylaws Animal Advisory Board

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE AMENDED BY-LAWS OF THE ANIMAL SERVICES ADVISORY BOARD

WHEREAS, The City of Abilene created the Animal Control Advisory Committee in 1982 as required by law, and bylaws were adopted; and

WHEREAS, the name of the committee was changed in 2006 to the Animal Services Advisory Board; and

WHEREAS, in 2022 the City of Abilene contracted with All Kind Animal Initiative to construct and manage a new Pet Adoption and Resource Center; and

WHEREAS, this amendment reflects changes to keep the by-laws current and add two more members to the Board.,

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

1. That the City Council adopts the amended by-laws of the Animal Services Advisory Board which are attached hereto as Exhibit A

2. That this Resolution is effective immediately upon adoption.

ADOPTED this 22nd day of February 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Animal Services Advisory Board Bylaws
[Adopted February 22, 2024]

PURPOSE AND AUTHORITY

The Animal Services Advisory Board shall serve as an advisory committee to assist in complying with the requirements of Texas Health & Safety Code Chapter 823, Section 823.005, and shall have those powers granted by Resolution of the City Council and those which may be hereafter approved by the City Council.

The Animal Services Advisory Board shall perform such other duties and undertake such other responsibilities as the City Council may from time to time direct.

MEMBERSHIP

The Animal Services Advisory Board shall consist of seven (7) members to include one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of the Abilene Animal Shelter, one representative from an animal welfare organization, and three members-at-large, to be appointed by the Mayor with the approval of the City Council. Members shall serve three-year terms. Should a vacancy occur for any reason, the Mayor, with the approval of Council, shall appoint a successor Member to serve the remainder of the expired term. Members shall receive no compensation for their serving on this Board.

MEETINGS AND PROCEDURES

1.0 Meetings Shall Be Public

Except as otherwise allowed by law, all meetings of the Animal Services Advisory Board shall be public, and notices thereof shall be posted as provided under the Texas Government Code, Chapter 551, Open Meetings Act.

2.0 Conduct of Meetings

Meetings of the Animal Services Advisory Board shall be conducted in accordance with the Rules of Procedure adopted by the City Council, as may be amended from time to time.

3.0 Animal Services Advisory Board Meetings

Meetings shall be held at City Hall unless another convenient place within the City of Abilene is designated by the meeting agenda.

The Animal Services Advisory Board shall meet at least three (3) times per year. Special meetings may be called by the chairperson.

The agenda for any meeting of the Animal Services Advisory Board shall be prepared by the chairperson, or his or her designee, and submitted to the City Secretary.

4.0 Quorum

Four (4) members of the Board shall constitute a quorum for all meetings for the transaction of all business.

5.0 Minutes of Meetings

The City Secretary or a representative from the City Secretary's Office shall keep an account of all proceedings of the Animal Services Advisory Board, and such account shall be open to public inspection in accordance with the laws of the State of Texas.

6.0 Officers

The Member whose duties include the daily operation of the Abilene Animal Shelter or its successor shall serve as the chairperson. The Board may elect such other officers as it may choose.

7.0 The Animal Services Advisory Board shall assist the Abilene Animal Shelter in complying with all the requirements of Chapter 823, Texas Health and Safety Code, and shall be an advisory board only.

MEMORANDUM

August 4, 1982

TO: ED SEEGMILLER, CITY MANAGER

FROM: Mike Hall, Director of Community Services

SUBJECT: Animal Control Advisory Committee

The State of Texas 67th Legislature passed a list of standards and care that animal control shelters must obtain by September 1, 1982. The City of Abilene's Animal Control Division meets all the requirements except Section 4, which pertains to an advisory committee.

Section 4 states that the governing body of every county, city, town, or village in which an animal shelter is situated shall appoint an advisory committee to assist in complying with the requirements of this act.

The advisory committee shall be composed of al least one licensed veterinarian, one county or city official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization. The advisory committee shall meet at least three times a year. The staff would recommend that two veterinarians be selected on the advisory committee to make it a five member committee.

The committee selection is the only action that is required for the Animal Control shelter to be in compliance with this act.

MH:gw

11e-1

ANIMAL CONTROL ADVISORY COMMITTEE
By-Laws

TERM OF OFFICE

The normal term of office of each member of the Animal Control Advisory Committee shall be three (3) years. Two members shall be appointed for a term of two years, three members shall be appointed for a term of three years. Annually thereafter the Council shall give due and proper consideration to a list of prospective committee members and then the appropriate number of members shall be appointed by the Mayor with the approval of the Council for a term of three years. Should a vacancy occur for any reason, the Mayor, with the approval of the Council, shall appoint within thirty (30) days a successor to serve the remainder of the expired term. The committee shall meet at least three (3) times a year. All of the members shall be qualified voters of the city and shall receive no compensation for their serving upon this committee. The committee may elect such officers as it may choose.

POWERS AND DUTIES

The Animal Control Advisory Committee shall assist the City of Abilene in complying with the requirements of the Animal Shelters Standards and Care passed by the 67th Legislature of the State of Texas.

APPROVE AMENDMENTS TO THE BYLAWS OF THE ANIMAL SERVICES ADVISORY BOARD

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **6. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with Inreach for Vending Sales in City of Abilene Facilities *(Don Green)***

GENERAL INFORMATION

The City of Abilene conducted a Request For Proposals (CB-2401) for vending machines to be placed in designated City facilities. Three proposals were received, and City staff scored these per the RFP criteria. Sodexo Operations, LLC, dba InReach, had the highest overall score. InReach (formerly Accent Vending) has been the vending machine operator for certain City facilities since 2018.

InReach will provide food and beverage machines and each City department can select items their machines will carry. The machines allow cash, card, and mobile wallet (including Apple Pay and Android Pay) transactions.

InReach will pay a commission to the City of 10% for snacks and 15% for beverages sold.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends awarding a contract to Sodexo Operations, LLC, dba InReach.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Sodexo Operations LLC Contract Resolution 2-8-24
2. Vending RFP (CB-2401) Scores
3. City Concessions Contract Award Presentation (2-8-24)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SODEXO OPERATING, LLC, DBA INREACH FOR FOOD AND BEVERAGE VENDING IN DESIGNATED CITY FACILITIES

WHEREAS, The City of Abilene (City) owns and operates various facilities; and

WHEREAS, there is a need to offer snacks and beverages through vending machines to employees and the public in these facilities; and

WHEREAS, the City conducted a Request for Proposals through CB-2401; and

WHEREAS, City Staff evaluated the proposals received and scored Sodexo Operations, LLC dba InReach the highest; and

WHERAS, the contract includes a 10% commission on snack sales and a 15% commission on beverage sales.

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

1. That the City Manager is authorized to execute the Food and Beverage Vending Contract Sodexo Operations, LLC, dba InReach.
2. That this Resolution shall take effect immediately after City Council approval.

ADOPTED this 8th day of February 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Score Sheets - City Vending RFP CB-2401

	Alex Cargile	Priscilla Rayford
InReach		
Prices	4	3
Experience with CoA	4	2
Variety of Items	8	10
Commission to City	8	7
Attractiveness of Machines	5	8
	29	30
BevMax		
Prices	5	4
Experience with CoA	0	0
Variety of Items	8	8
Commission to City	10	8
Attractiveness of Machines	5	5
	28	25
Coca Cola		
Prices	2	4
Experience with CoA	2	3
Variety of Items	4	5
Commission to City	2	5
Attractiveness of Machines	5	5
	15	22

Notes

Beverage 15% Commission, Snack 10% Commission

Total 59

Questionably low prices, possibly inaccurate or misleading due to ability to change after first year. Prices comparable to Sams Club.
Provided no information on experience. Contacted for more information, but nobody was available

Good commision at 16.5%, again raising alarm bells due to very low prices. Tried to follow up via phone call, but nobody was available.

Drinks only, no food.
Lowest commission at 10%

City Council Meeting

2/8/2024

Airport Terminal Food and Beverage Contract Award

- The city conducted a Request For Proposals (CB-2401) for vending machines in designated City facilities.
- Three proposals were received and Sodexo Operations, LLC dba InReach scored the highest in rating the RFP criteria.
- InReach proposed a combination of food and beverage vending giving each department its choice of offered snack and beverage items.
- This will be a five-year contract.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **7. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve Vehicle Lease with Capps Rent-A-Car Inc.** ***(Don Green)***

GENERAL INFORMATION

On April 14, 2022, City Council approved an amendment to the lease with Capps Rent a Car, Inc. d/b/a Capps Van and Truck Rental to increase the number of leased vehicles from six to twelve for pooled use, with an annual lease amount of $122,400. This lease expires February 29, 2024. A new lease will be needed at an annual cost of $129,456.00.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The increased $7,056.00 cost for this lease will be absorbed within the current operating budget and won't require a budget revision for FY24.

STAFF RECOMMENDATION

Staff recommends approval of this three-year lease.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - Capps Lease of Vehicles 2-22-24
2. Capps Lease Award Presentation (2-22-24)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE OF VEHICLES FROM CAPPS RENT A CAR, INC.

WHEREAS, there is a need to lease twelve (12) vehicles of various models for use within the City's pooled use fleet; and

WHEREAS, a lease through Capps Van and Truck Rental was approved by City Council on April 14, 2022; and

WHEREAS, this lease expires February 29, 2024; and

WHEREAS, the City desires to continue to lease vehicles from Capps Rent a Car, Inc. d/b/a Capps Van and Truck Rental.

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

PART 1: That the City Council of the City of Abilene approves the lease of twelve vehicles from Capps Rent a Car, Inc. d/b/a Capps Van and Truck Rental in the amount of $129,456.00 annually.

PART 2: That the City Council approves the renewal of the lease of vehicles on an annual basis.

PART 3: That this Resolution is effective immediately upon adoption.

ADOPTED this 22nd day of February 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

City Council Meeting

February 22, 2024

CITY OF
ABILENE
TEXAS

Award of Vehicle Lease to Capps Rent A Car

- The City of Abilene is currently leasing twelve (12) vehicles from Capps Rent A Car, Inc.
  - The current lease is set to expire in February of 2024.
  - The current resolution is for a yearly budget of $122,400

- Capps Rent A Car Inc. has increased the monthly lease payment from $850 a month, per vehicle, to $899 a month.

- This increases the yearly budget by $7,056.

- The new annual lease for twelve vehicles will be $129,456

- This increase does not require additional funds. It will be funded through transfers from other line items.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **8. Resolution: Receive a Report, Hold a Discussion, and Take Action on the Purchase of Four (4) 2024 Ford Escapes from Arrow Ford Through Bids Received from CB-2419 for Code Enforcement and Building Inspection (*Don Green*)**

GENERAL INFORMATION

Fleet Services seeks to purchase four (4) 2024 Ford Escapes from Arrow Ford through CB-2419 for Building Inspection and Code Compliance. Three (3) units are to be replacements and one (1) will be a New Budget Item.

Sealed bids were advertised from January 18, 2024 through February 7, 2024. Thirty six (36) vendors were contacted and four (4) vendors returned bids.

CB-2419 requested the submission of bids for vehicles with Internal Combustion Engines only or hybrid engines. Bids were received for the same model with both hybrid and standard engines, which made for a strong comparison. During the evaluation, it was determined that the hybrid option would result in more than $3,000 per vehicle overall life cycle cost. Fleet Services will continue to evaluate the use of hybrid vehicles for the City fleet, but at this time the additional purchase price outweighs the fuel savings.

SPECIAL CONSIDERATIONS

One unit was not budgeted for replacement but replacement was needed. It was wrecked and totaled.by the other party's insurance company.

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided through the Fleet Replacement Fund and total

$115,276.00, which is $11,724.00 under budget. Three of the units were approved and budgeted in FY24. The total cost for the three budgeted items is $86,457.00 which is $40,543.00 under budget. The non-budgeted item was wrecked and totaled. The actual cost for this unit was $28,819.00 with $24,630.00 recovered from insurance.

STAFF RECOMMENDATION

Fleet Services collaborated with Code Enforcement and Building Inspections staffs and we recommend the purchase of four (4) 2024 Ford Escapes and awarding CB-2419 to Arrow Ford.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CB-2419 Crossover Sports Utility Vehicles Resolution
2. CB-2419 Crossover Sport Utility Vehicles Addtl Info
3. CB-2419 Crossover Sport Utility Vehicles Budget vs Actual
4. CB-2419 Crossover SUVs PiP

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE. TEXAS

TO PURCHASE FOUR (4) 2024 FORD ESCAPE CROSSOVER SPORTS UTILITY VEHICLES FROM ARROW FORD, ABILENE TX

WHEREAS, City of Abilene has a need for four (4) crossover sports utility vehicles; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2024; and

WHEREAS, City of Abilene received pricing for four (4) 2024 Ford Escape crossover sports utility vehicles through sealed bids (CB-2419); and

WHEREAS, Arrow Ford is the lowest bidder to meet all required specifications;

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 Arrow Ford of Abilene, Texas in the amount of Eighty Six Thousand Four Hundred Fifty Seven Dollars and Zero Cents ($86,457.00) for four (4) 2024 Ford Escape crossover sports utility vehicles.

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

ADOPTED this 22nd day February, 2024

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Crossover Sport Utility Vehicles

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3574	Code Enforcement	2005	Chevrolet	Colorado	94,022	N/A	$21,123.60	Auction	3 of 4	Meets 3 of 4 replacement criteria
3787	Code Enforcement	2007	Chevrolet	Colorado	93,105	N/A	$23,422.42	Auction	3 of 4	Meets 3 of 4 replacement criteria
4801	Building Inspection	2019	Ram	1500 Tradesman	61,101	N/A	$2,446.67	Totaled	4 of 4	*Unit has already been sold to insurance company
NBI										

BUDGET vs ACTUAL COSTS
Crossover Sport Utility Vehicles

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
3574	4003	Code Enforcement	Crossover SUV	$40,000.00	$28,819.00	($11,181.00)	
3787	4003	Code Enforcement	Crossover SUV	$40,000.00	$28,819.00	($11,181.00)	
4801	4004	Building Inspection	Crossover SUV	$0.00	$28,819.00	$28,819.00	*
NBI	4003	Code Enforcement	Crossover SUV	$47,000.00	$28,819.00	($18,181.00)	
				$127,000.00	$115,276.00	($11,724.00)	Under Budget

* This unit was wrecked and totaled. $24,630.00 was recovered from the other party's insurance

City Council Meeting

02/22/2024

CITY OF
ABILENE
TEXAS

CB-2419 Crossover SUVs

- Replacing units 3574, 3787, and an NBI for Code Compliance.
- Replacing unit 4801 for Building Inspection
- All units to be 2024 Ford Escapes
- Recommend award of units to Arrow Ford.

CITY OF ABILENE TEXAS

CB-2419 Crossover SUVs

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **9. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Three (3) 2024 Ford Escapes from Arrow Ford Through Bid Received from CB-2422 for the Police Department (*Don Green*)**

GENERAL INFORMATION

Fleet Services seeks to purchase three (3) 2024 Ford Escapes from Arrow Ford through CB-2422 for Police Major Investigations, Special Investigations and Forensics. All three (3) units are to be replacements for units that have met their useful life.

Sealed bids were advertised from January 18, 2024 through February 7, 2024. Thirty six (36) vendors were contacted and four (4) vendors returned bids.

CB-2419 requested the submission of bids for vehicles with Internal Combustion Engines only or hybrid engines. Bids were received for the same model with both hybrid and standard engines, which made for a strong comparison. During the evaluation, it was determined that the hybrid option would result in more than $3,000 per vehicle overall life cycle cost. Fleet Services will continue to evaluate the use of hybrid vehicles for the City fleet, but at this time the additional purchase price outweighs the fuel savings.

SPECIAL CONSIDERATIONS

One unit was not included in the FY24 Budget process. It had a catastrophic maintenance issue after the budget process was completed.

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided through the Fleet Replacement Fund and total $86,457.00, which is $28,457.00. Two of the three units were budgeted for in the FY24 budget process. The total cost for the two budgeted items is $57,638.00 which is $362.00 under budget. The third unit had a catastrophic maintenance issue after the budget process was completed for FY24.

STAFF RECOMMENDATION

Fleet Services staff recommend the purchase of three (3) 2024 Ford Escapes and awarding CB-2422 to Arrow Ford.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CB-2422 Compact SUVs Resolution
2. CB-2422 Sedans or Crossover SUV Addtl Info
3. CB-2422 Sedans or Compact SUV Budget vs Actual
4. CB-2422 Sedans or Compact SUVs PiP

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE. TEXAS

TO PURCHASE THREE (3) COMPACT SPORTS UTILITY VEHICLES FROM ARROW FORD, ABILENE TX

WHEREAS, City of Abilene has a need for three (3) compact sports utility vehicles; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2024; and

WHEREAS, City of Abilene received pricing for three (3) compact sports utility vehicles through sealed bids (CB-2422); and

WHEREAS, Arrow Ford is the lowest bidder to provide three (3) compact sports utility vehicles;

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 Arrow Ford of Abilene, Texas in the amount of Eighty Six Thousand Four Hundred Fifty Seven Dollars and Zero Cents ($86,457.00) for three (3) compact sports utility vehicles.

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

ADOPTED this 22nd day February, 2024

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Sedans or Crossover SUV

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3252	Special Investigations	2003	Ford	Taurus	125,352		$ 25,026.06	Auction	3 of 4	Unit met 3 out of 4 required replacement points; Engine failure. Disposed at Auction.
3827	Special Investigations	2007	Chevorlet	Impala	79,461		$ 3,736.86	Auction	2 of 4	Unit met 2 out of 4 required replacement points; and was totalled.
4100	Forensics	2010	Ford	Explorer	94,283		$ 21,119.54	Auction	3 of 4	Unit met 3 out of 4 required replacement points; Engine failure. Disposed at Auction.

BUDGET vs ACTUAL COSTS
Sedans or Compact Sport Utility Vehicles

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
3827	3009	Major Investigations	Sedan or Compact SUV	$29,000.00	$28,819.00	($181.00)	
3252	3009	Special Investigations	Sedan or Compact SUV	$29,000.00	$28,819.00	($181.00)	
4100	3003	Forensics	Sedan or Compact SUV	$0.00	$28,819.00	$28,819.00	
				$58,000.00	$86,457.00	$28,457.00	Over Budget

City Council Meeting

02/22/2024

CITY OF
ABILENE
TEXAS

CB-2422 Sedans or Compact SUVs

- Replacing units 3827, 3252, and an NBI for Major Investigations, Special Investigations and Forensics.
- All units to be 2024 Ford Escapes
- Recommend award of unit to Arrow Ford.

CITY OF ABILENE TEXAS

CB-2422 Sedans or Compact SUVs

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion, and Take Action on the Purchase of Two (2) Crafco Supershot 125D Crack Sealing Machines from Crafco Inc, through Sourcewell contract #080521-CFC for Streets Services (*Don Green*)**

GENERAL INFORMATION

Fleet Services seeks to purchase two (2) Crafco Supershot 125D Crack Sealing Machines through Craftco, Inc using Sourcewell Contract # #080521-CFC for Street Services.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided through the Fleet Replacement Fund and total $191,616.80, which is $75,616.80 over budget. The units were approved and budgeted for in the FY24 budget process.

STAFF RECOMMENDATION

Fleet Services staff reommend the purchase of two (2) Crafco Supershot 125D Crack sealing machines through Crafco, Inc.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY24 CO-OP Crack Sealing Machines Resolution
2. FY24 CO-OP Crack Sealing Machines Additional Info
3. FY24 CO-OP Crack Sealing Machines Budget vs Actual
4. FY24 CO-OP Crack Sealing Machines Pricing Worksheet
5. FY24 CO-OP Crack Sealing Machines PiP

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE. TEXAS

TO PURCHASE TWO 2024 SS125DC CRACK SEALING MACHINES FROM CRAFCO INC, CHANDLER, ARIZONA THROUGH SOURCEWELL CO-OPERATIVE CONTRACT # 080521-CFC

WHEREAS, City of Abilene has a need for two new Crack Sealing Machines; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2024; and

WHEREAS, City of Abilene received pricing for one 2024 SS125DC CRAFCO Crack Sealing Machines through Sourcewell Co-Operative Contract # 080521-CFC; and

WHEREAS, CRAFCO INC is the Sourcewell approved vendor for the Crack Sealing Machines.

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 CRAFCO of Chandler, Arizona in the amount of One Hundred Ninety One Thousand Six Hundred Sixteen Dollars and Eighty Cents ($191,616.80) for two 2024 SS125DC Crack Sealing Machines through Sourcewell Co-Operative Contract # 080521-CFC.

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

ADOPTED this 22nd day February, 2024

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
CRACK SEALING MACHINES

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3742	STREETS	2006	CRAFCO	SS125	N/A	5,069	$64,026.36	AUCTION	3	MEETS 3 OF 4 REQUIREMENTS
3869	STREETS	2007	CRAFCO	SS125	N/A	1,862	$65,500.92	AUCTION	3	MEETS 3 OF 4 REQUIREMENTS

BUDGET vs ACTUAL COSTS
CRACK SEALING MACHINES

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
3742	4103	Streets	Crack Sealing Machine	$58,000.00	$95,808.40	$37,808.40	
3869	4103	Streets	Crack Sealing Machine	$58,000.00	$95,808.40	$37,808.40	
				$116,000.00	$191,616.80	$75,616.80	OVER BUDGET

CRAFCO® INC
AN ERGON COMPANY

SOURCEWELL CONTRACT #080521-CFC

BBBQ63810

6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242
FAX: (480) 940-0313

Date Quoted 2/9/2024
Expiration Date 3/10/2024

Quote To:	Account Code: 918047	**Ship To:**	Account Code:

CITY OF ABILENE TX
Rodney Abila
PO BOX 60
ABILENE, TX 79604
US

Phone: 325-676-6225
Fax:
Email: rodney.abila@abilenetx.com

Project Title: **City of Abilene - SS125DC - Robbie**

Start Date:
Effective Dates: 2/10/2024 TO 3/10/2024
Terms: NET 30
F.O.B.: PPD- ADD FREIGHT

Ship Via: Truck/Common Carrier
Sales Group: SRC- SOURCEWELL
Quoted By: Mike Romano
Sales Office: TX4- Mike Romano

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer:	**CITY OF ABILENE TX**	Quote Number	BBBQ63810
Project Title:	**City of Abilene - SS125DC - Robbie**	Date	02-09-24

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
47400-SRC	SUPERSHOT 125D W/100 CFM COMPRESSOR	EA	2	$88,110.0000	$176,220.0000
20014-SRC	3" PINTLE HITCH	EA	2	$126.4000	$252.8000
20120-SRC	18" HITCH EXTENSION	EA	2	$524.0000	$1,048.0000
24095K-SRC	STROBE LIGHT KIT INSTALLED	EA	2	$312.0000	$624.0000
24190K-SRC	OVERNIGHT HEATER 110V W/ US PLUG	EA	2	$316.0000	$632.0000
26058-SRC	10# FIRE EXTINGUISHER (MUST ORDER 26059 TO MOUNT)	EA	2	$236.0000	$472.0000
26059-SRC	FIRE EXTINGUISHER BRACKET	EA	2	$84.0000	$168.0000
26119-SRC	3/8" SAFETY HOOK W/ LATCH (2 REQUIRED)	EA	4	$58.0000	$232.0000
43549-SRC	SPARE TIRE KIT (SINGLE AXLE)	EA	2	$548.0000	$1,096.0000
48120S-SRC	ENGINE COVER ASSY YANMAR INSULATED	EA	2	$2,800.0000	$5,600.0000
47636N-SRC	SELF RETRACT HOSE REEL (WITH 47453N BRACKET)	EA	2	$1,036.0000	$2,072.0000
6008224	Freight from Arizona	ea	2	$1,600.0000	$3,200.0000

We value your business.

Customer:	**CITY OF ABILENE TX**	Quote Number	BBBQ63810
Project Title:	**City of Abilene - SS125DC - Robbie**	Date	02-09-24

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price

Sales Tax	$0.00
Shipping	$0.00
Contract Total	$191,616.8000

COMMENTS:

Free training and 2 year warrenty upon delivery.
FOB Chandler, AZ
Please call or email all orders to Customer Service at:
210-496-2070 or SCTX11@crafco.com

NOTE:

WARNING:

Products on this quote may be labeled in accordance with California Proposition 65.
California purchasers refer to http://crafco.com/resources/Prop-65.xlsx

For Terms and Conditions of purchases go to: https://crafco.com/Terms-of-Sale.pdf
Quantities may be limited at Crafco's discretion.
Pricing and availability are subject to change without notice.
Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:
PPA- Delivered; freight included.
PPD- Delivered; freight separate.

Pavement Preservation Products Restocking Policy
RETURN POLICY
Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.
All products returned must be in the original packaging and be in good and salable condition.
Crafco reserves the right to charge repackaging fees in addition to restocking fees.
The customer is responsible for all shipping costs of returned products.
Request information on the acceptability for returns for any specific product when ordering.

Nonreturnable Products
Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned.
No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

Restocking Fees
All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

How to Return an Item

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.

City Council Meeting

02/22/2024

CITY OF
ABILENE
TEXAS

CRACK SEALING MACHINES

- Replacement for units 3742 and 3869 for Streets Department
- Purchase for Two 2023 CRAFCO SS125 Crack Sealing Machines
- Unit to be Purchased from CRAFCO through Sourcewell Co-operative contract number #080521-CFC

CITY OF ABILENE TEXAS

CRACK SEALING MACHINES

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Tim Cass**

FROM: **Don Green, Director**

SUBJECT: **11. Resolution: Receive a Report, Hold a Discussion, and Take Action on the Purchase of Three (3) 2025 Chevrolet 2500 with Hartsra Animal Control Bodies from Lawrence Hall Chevrolet Through bid CB-2421 for Neighborhood Outreach (*Don Green*)**

GENERAL INFORMATION

Fleet Services seeks to purchase three (3) 2025 Chevrolet 2500 with Hartstra Animal Control Bodies through sealed bid CB-2421 for Neighborhood Services.

SPECIAL CONSIDERATIONS

Sealed bids were advertised from January 18, 2024 through February 7, 2024. Thirty six (36) vendors were contacted and three (3) vendors returned bids.

The price and availability of animal control bodies has been volatile over the last few years, making it extremely difficult to account for the price increases. We had previously gone out to bid and received zero responses.

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided through the Fleet Replacement Fund and total $284,700.00, which is $59,700.00 over budget.

STAFF RECOMMENDATION

Fleet Services Staff recommends the purchase of three (3) 2025 Chevrolet 2500s with Hartstra Animal Control Bodies for Neighborhood services through sealed bid CB-2421.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CB-2421 Complete Animal Control Units Resolution
2. CB-2421 Complete Animal Control Units Addtl Info
3. CB-2421 Complete Animal Control Units Budget vs Actual
4. CB-2421 Complete Animal Control Units PiP

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE. TEXAS

TO PURCHASE THREE (3) COMPLETE ANIMAL CONTROL UNIT PICKUP TRUCKS FROM LAWRENCE HALL CHEVROLET, ABILENE TX

WHEREAS, City of Abilene has a need for three (3) complete animal control units; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2024; and

WHEREAS, City of Abilene received pricing for three (3) 2025 Chevrolet 2500 with Hartstra animal control bodies through sealed bids(CB-2421); and

WHEREAS, Lawrence Hall Chevrolet is the lowest bidder to meet all required specifications;

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 Lawrence Hall Chevrolet of Abilene, Texas in the amount of Two Hundred Eighty Four Thousand Seven Hundred Dollars and Zero Cents ($284,700.00) for three (3) 2025 Chevrolet 2500 with Hartstra animal control bodies..

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

ADOPTED this 22nd day February, 2024

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Complete Animal Control Units

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
4469	Animal Services	2014	Ford	F-250 Super Cab	198,755	N/A	$39,890.52	Auction	3 of 4	Met 3 of the 4 replacement criteria
4470	Animal Services	2,014	Ford	F-250 Super Cab	189,942	N/A	$38,684.50	Auction	3 of 4	Met 3 of the 4 replacement criteria
NBI										

BUDGET vs ACTUAL COSTS
Complete Animal Control Units

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
4469	3001	Animal Services	3/4 Ton w/Animal Control Body	$85,000.00	$94,900.00	$9,900.00	*
4470	3001	Animal Services	3/4 Ton w/Animal Control Body	$65,000.00	$94,900.00	$29,900.00	*
NBI	3001	Animal Services	3/4 Ton w/Animal Control Body	$75,000.00	$94,900.00	$19,900.00	
				$225,000.00	$284,700.00	$59,700.00	Over Budget

* These two units missed the FY24 budgeted list as they were intended to be replaced by previously purchased 1T DRW Cab and Chassis. Animal Control bodies bids were not returned. The 1T DRW Cab and Chassis were then repurposed for units on the replacement list for the Zoo and for Water making those funds available to cover these two units. That is why the budgeted costs varies from the NBI.

City Council Meeting

02/22/2024

CITY OF
ABILENE
TEXAS

Complete Animal Control Units

- Replacing units 4469, 4470, and an NBI for Animal Control.
- Unit to be a 2025 Chevrolet Silverado 2500 Dbl Cab with Hartstra Animal Control Bed
- Recommend award of unit to Lawrence Hall Chevrolet through sealed bid CB-2421

CITY OF ABILENE TEXAS

Complete Animal Control Units

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Robert Hanna, City Manager**

FROM: **Lesli Andrews, Director**

SUBJECT: **12. Resolution: Receive a Report, Hold a Discussion and Take Action on Approval of Food and Supply Purchases for Rose Senior Programming with Ben E. Keith through the Sourcewell Cooperative *(Lesli Andrews)***

GENERAL INFORMATION

The Rose Senior program services adults 55+ years old one meal a day at four locations and the Adaptive Recreation program managed by Betty Hardwick. In 2023 staff served 78,643 meals. Senior staff purchase a majority of the food and supplies through Ben E. Keith. Ben E. Keith is a member of Sourcewell Coop which is an approved municipal cooperative that meets all State purchasing requirements. Purchasing through Sourcewell will not change Senior operations day to-day. The City has seen a increase in food cost due to inflation and supply issues. The expectation is that purchasing through Sourcewell will help hold the cost steady, removing the volatility of some items.

SPECIAL CONSIDERATIONS

Sourcewell contract 040522-BEK gives access to the following types of goods and services: Foodservice supplier, Food & related products, Produce, Bread, Dairy, Frozen foods, Grocery, Disposables & equipment, and Proteins

FUNDING/FISCAL IMPACT

Funding for the food and supplies is provided annually through the regular budget process. FY24 Rose Senior Center is approved to spend $236,955.

STAFF RECOMMENDATION

Staff recommends approval of the City of Abilene using the Sourcewell Cooperative to purchase food and supplies for the Rose Senior programs.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2_20_24 Resolution_ Approval of Food and Supply Purchases for Rose Senior Programming with Ben E. Keith via Sourcewell Cooperative
2. Presentation Resolution_ Approval of Food and Supply Purchases for Rose Senior Programming with Ben E. Keith

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO APPROVE FOOD AND SUPPLY PURCHASES FOR ROSE SENIOR PROGRAMMING WITH BEN E. KEITH VIA SOURCEWELL COOPERATIVE.

WHEREAS, the Rose Senior program services adults 55+ years old one meal a day at four locations and the Adaptive Recreation program managed by Betty Hardwick; and

WHEREAS, Ben E. Keith is a member of Sourcewell Coop which is an approved municipal cooperative that meets all State purchasing requirements; and

WHEREAS, FY24 Budget - Rose Senior Program was approved to spend $236,955 on food supplies.

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

Part 1: The City Manager is hereby authorized to approve food and supply purchases for Rose Senior Programming with Ben E. Keith via Sourcewell Cooperative.

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

ADOPTED this 22nd day of February 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Resolution: Approval of Food and Supply Purchases for Rose Senior Programming with Ben E. Keith via Sourcewell Cooperative

February 22, 2024

CITY OF ABILENE TEXAS

Senior Meal Program

- The Rose Senior program services adults 55+ years old one meal a day at four locations and the Adaptive Recreation program managed by Betty Hardwick.

- Ben E. Keith is a member of Sourcewell Coop which is an approved municipal cooperative that meets all State purchasing requirements.

- In 2023 staff served 78,643 meals.

- FY24 Budget - Rose Senior Program approved to spend $236,955 on food supplies.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Robert Hanna, City Manager**

FROM: **Troy Swanson, IT Director**

SUBJECT: **13. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Acquisition of Heimdal Software and Services from SHI Government Solutions *(Troy Swanson)***

GENERAL INFORMATION

The I.T. Department has been exploring and evaluating CyberSecurity products that will assist the City of Abilene in their CyberSecurity efforts and processes. This evaluation process has determined the Heimdal Security Suite provides the best current solution to this critical issue. Heimdal provides patch and asset management, Endpoint and Network Threat Prevention, Next Generation Antivirus, Ransomwater Encryption protection, 24/7 Security Operations Center access, and Privileged Access Management and Application control.

SPECIAL CONSIDERATIONS

Staff recommends a 5-year contract period with Heimdal.

FUNDING/FISCAL IMPACT

The Annual expense for Heimdal is $150,000 per year, resulting in a total contract amount of $750,000 over a 5 year period. Funding is available within the Information Technology Fund.

STAFF RECOMMENDATION

Staff recommends Approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Heimdal - SHI Quote-24342589
2. CoA Council - Resolution 2024-147 - Heimdal - Support Services
3. Presentation-Heimdal CyberSecurity Initiative

Pricing Proposal
Quotation #: 24342589
Reference #: 5 Year Annual Payments
Created On: 1/5/2024
Valid Until: 2/29/2024

CITY OF ABILENE

Ted Harvey
Abilene, TX
United States
Phone: (325) 676-6376
Fax:
Email: ted.harvey@abilenetx.gov

IAM

Gregory Gonedes
SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749
Send PO's to: Texas@shi.com
8008706079
5127320232
Phone: 800-870-6079
Fax: 512-732-0232
Email: gregory_gonedes@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	NGAV+XTP and MDM Heimdal Security - Part#: 10433Y3 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 3/1/2024 – 2/28/2029 **Note:** 1,400 seats	1	$55,477.80	$55,477.80
2	NGAV+XTP and MDM - Server Heimdal Security - Part#: 10477Y3 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 3/1/2024 – 2/28/2029 **Note:** 130 seats	1	$6,305.96	$6,305.96
3	Threat Prevention - Endpoint Heimdal Security - Part#: 104031Y3 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 3/1/2024 – 2/28/2029 **Note:** 1,400 seats	1	$55,102.95	$55,102.95
4	Threat Prevention - Server Heimdal Security - Part#: 104661Y3 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 3/1/2024 – 2/28/2029 **Note:** 130 seats	1	$7,994.12	$7,994.12
5	Infinity Management Heimdal Security - Part#: 1040321Y1 Contract Name: BuyBoard - Technology Equipment, Products, Services and	1	$27,401.53	$27,401.53

Software
Contract #: 661-22
Coverage Term: 12/1/2024 – 2/28/2029
Note: 1400 seats

6	Infinity Management Server Heimdal Security - Part#: 1046621Y1 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 12/1/2024 – 2/28/2029 **Note:** 130 seats	1	$4,073.06	$4,073.06
7	Patch & Asset Management Heimdal Security - Part#: 104032Y1 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 12/1/2024 – 2/28/2029 **Note:** 1400 seats	1	$39,137.46	$39,137.46
8	Patch & Asset Management -Server Heimdal Security - Part#: 104662Y1 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 12/1/2024 – 2/28/2029 **Note:** 130 seats	1	$5,818.65	$5,818.65
9	Application control Heimdal Security - Part#: 11213Y3 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 3/1/2024 – 2/28/2029 **Note:** 1400 seats	1	$46,293.97	$46,293.97
10	Application Control -server Heimdal Security - Part#: 11219Y3 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 3/1/2024 – 2/28/2029 **Note:** 130 seats	1	$4,675.81	$4,675.81
11	Ransomware Encryption Protection Heimdal Security - Part#: 10513Y3 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 3/1/2024 – 2/28/2029 **Note:** 1400 seats	1	$53,541.07	$53,541.07
12	Ransomware Encryption Protection server Heimdal Security - Part#: 10567Y3 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 3/1/2024 – 2/28/2029 **Note:** 130 seats	1	$7,483.61	$7,483.61
13	Privileged Elevation and Delegation Management	1	$58,788.98	$58,788.98

	Heimdal Security - Part#: 11223Y3 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 3/1/2024 – 2/28/2029 **Note:** 1400 seats			
14	Privileged Elevation and Delegation Management server Heimdal Security - Part#: 11229Y3 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 3/1/2024 – 2/28/2029 **Note:** 130 seats	1	$10,395.84	$10,395.84
15	Threat-Hunting and Action center Heimdal Security - Part#: 11602Y3 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 3/1/2024 – 2/28/2029 **Note:** 1400 seats	1	$120,451.80	$120,451.80
16	Remote Dekstop Heimdal Security - Part#: 6001Y1 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 12/1/2024 – 2/28/2029 **Note:** 6 seats	1	$7,874.76	$7,874.76
17	MXDR Heimdal Security - Part#: 11102Y3 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Coverage Term: 3/1/2024 – 2/28/2029 **Note:** 1400 seats	1	$229,595.63	$229,595.63
			Total	$740,413.00

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

RESOLUTION NO. 2024-147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO ACQUIRE HEIMDAL SOFTWARE AND SERVICES FROM SHI GOVERNMENT SOLUTIONS

WHEREAS, the City Council of the City of Abilene recognizes the need for Heimdal software and services; and

WHEREAS, the City of Abilene Information Technology has the need for Heimdal software and services that provide cybersecurity prevention, protection and mitigation tools; and

WHEREAS, the City of Abilene is in need of this software and services to administer, maintain, and support the delivery of patch management, network and antivirus protections, security administration, and security operations support; and

WHEREAS, the City of Abilene is seeking approval of a 5-year contract; and

WHEREAS, the City of Abilene would manage the contract as a not to exceed contract value of $150,000 for each year, and a $750,000 not to exceed value over the full 5 year contract period; and

WHEREAS, this acquisition with SHI Government Services is available through Buy Board Contract #:661-22; and

WHEREAS, it is the staff's recommendation that the City Council endorses this acquisition and the Information Technology Department's provisioning of Heimdal software and services; and

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

Part 1: That the City Council approves the acquisition of professional services from SHI Government Solutions

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

ADOPTED this 22nd day of February, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Heimdal - Cybersecurity Initiative

February 22, 2024

CITY OF ABILENE TEXAS

Heimdal - Cybersecurity Initiative

The City of Abilene is prioritizing cybersecurity in recent technology decisions

- Assessing our infrastructure for an optimal path forward

Our objective is to transition to Heimdal

- Comprehensive service covering updates, monitoring, and remote desktop service
- This upgrade addresses cybersecurity threats and fortifies our environment
- Heimdal provides a proactive stance to prevent potential disasters

CITY OF ABILENE TEXAS

Heimdal - Cybersecurity Initiative

Services and features:

- Patch and Asset Management with Remote Control
- Endpoint and Network Threat Prevention and Next Generation Antivirus
- Ransomware Encryption Protection
- 24x7 SOC (Security Operations Center)
- Privileged Access Management and Application Control

IT Department Recommendation

- A 5-year contract at a total cost of $150,000 / year

CITY OF ABILENE TEXAS

Heimdal - Cybersecurity Initiative

QUESTIONS ?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Robert Hanna, City Manager**

FROM: **Troy Swanson, IT Director**

SUBJECT: **14. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve a Professional Services Contract with Chanler Bull for Software Support Services *(Troy Swanson)***

GENERAL INFORMATION

Chanler Bull is a former I.T. employee, and Chanler has been servicing and assisting the City of Abilene Information Technology department since his separation 3 years ago.

SPECIAL CONSIDERATIONS

Chanler has been able to provide much needed I.T. support in the past, and his continued support is needed to meet I.T. service demands and expectations.

FUNDING/FISCAL IMPACT

Funding is available in the I.T. Department Budget.

STAFF RECOMMENDATION

Staff recommends Approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2024 Resolution Chanler Bull Pro Services Contract
2. Chanler Bull - PSC Feb 22 2024
3. 20240222 - City Council Presentation - Chanler Bull - Software Support Services
4. Presentation-Professional Services Contract with Chanler Bull

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH CHANLER BULL FOR SOFTWARE SUPPORT SERVICES

WHEREAS, the City Council of the City of Abilene recognizes the need for software support services; and

WHEREAS, the City of Abilene Information Technology has the need for software support service that cannot be provided by current personnel; and

WHEREAS, the City of Abilene is in need of these services to administer, maintain, and support the delivery of quality software support services in Microsoft and related technologies; and

WHEREAS, the City of Abilene would identify the work necessary and assign tasks on an as needed basis; and

WHEREAS, the City of Abilene is seeking approval of a 1-year contract with the option to extend for two, 1-year terms; and

WHEREAS, the City of Abilene would manage the contract as a not to exceed contract value of $105,000 for the first year, and if extended, $110,000 for the second year, and $115,000 for the third year with a total contract not-to-exceed amount of $330,000; and

WHEREAS, the City of Abilene will manage an appropriate balance of those services to be conducted by internal resources becoming available and new internal resources are hired, while leveraging these contracted software support services.

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

Part 1: That the City Council authorizes the City Manager to enter into a Professional Services Contract with Chanler Bull for software support services.

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

ADOPTED this 22nd day of February, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
(Not Architect or Engineer)

This Contract, dated the 22nd day of February, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Chanler Bull ("Professional").

The City is engaged in Technology Services and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified Technology Technician properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A to the City on the terms and conditions provided in this Contract.

The Professional must perform services with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional.

THEREFORE, the City engages the services of the Professional. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by February 22, 2027. This contract may be extended for two, 1-year terms by the written agreement of both parties.

II. PAYMENT

For the services to be rendered under this Contract, the Professional will be entitled to a fee as described in Attachment B, which is incorporated by reference for all purposes.

III. ASSIGNMENT

The Professional may not assign, in whole or in part, any rights, duties, obligations, or interest arising from this Contract without the City's prior written consent. In the event of an assignment by the Professional to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Professional's successors and assigns and may be enforced by the City against such successors and assigns.

IV. STATUS OF PROFESSIONAL

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

V. AMENDMENT OR MODIFICATION

This Contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent, which are not contained in this Contract are of no effect. This Contract may not be amended or modified except by both parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other materials which Professional prepares or acquires in performing this Contract, including any duplicate copies kept by Professional. The Professional may not disclose to any person or entity any information regarding the City's activities. The City may, however, specifically authorize a limited disclosure at its discretion.

VIII. 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.

"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.

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

"Professional's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Professional.

"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 Professional must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Professional's work and activities conducted in connection with this Contract.

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

The Professional agrees to maintain the type and amounts of insurance required in this Contract throughout the term of the Contract. The Professional is solely responsible for providing the required certificates of insurance. The City may terminate this Contract if the Professional 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 Contract, the Professional 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 Professional 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 with respect to operations for which this Contract is made.

2. Provide for thirty (30) days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

The types of insurance required in this Contract are those indicated by initials. If no initials appear on any of items 1 through 6, items 1 through 4 shall be required.

	Type	Amount
___1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
___2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
___4.	Professional Liability	$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	

X 6. No Insurance Required

X. 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.

XI. TERMINATION

This Contract may be terminated at any time upon thirty (30) days written notice by City to Professional. In the event of termination, Professional will be compensated for work satisfactorily performed before the termination date. For any funding beyond the current fiscal year, the City reserves the right to immediately terminate this Contract by giving written notice, without liability to the City, in the event that funding for this Contract is discontinued or is no longer available. The City's fiscal year runs from October 1st to September 30th.

If, through any cause, the Professional fails to fulfill his obligations under this Contract, or if the Professional violates any of the agreements of this Contract, the City has the right to terminate the Contract by giving five (5) days written notice to the Professional. The Professional will be compensated for work satisfactorily performed before the termination date.

The Professional, however, is not relieved of liability to the City for damages sustained by the City because of any breach of contract by Professional. The City may withhold any payments to Professional for the purpose of setoff until the exact amount of damages due the City from the Professional is determined and paid.

XII. PROJECT REPRESENTATION

The City may appoint a Project Representative to assist in obtaining information from various City departments as requested by Professional and in coordinating, monitoring, and evaluating the project to its completion. The Project Representative has no control over the means, methods, techniques, or procedures employed by Professional. The City is interested only in the results obtained under this Contract; the manner and means of obtaining those results is solely under the Professional's control.

XIII. NOTICE

All notices must be in writing, hand-delivered or mailed by certified mail, to the other party at the address below. The name and address for notification may be changed by notice to the other party.

City – ATTN:	**Professional – ATTN:**
Troy Swanson, CIO/IT Director	**Chanler Bull**
555 Walnut St	**2831 Dawn Crossing Dr**
Abilene, TX 79601	**Henderson, NV 89074**

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Professional, 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. Professional must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

XV. NO INDEBTEDNESS

Professional 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. Professional 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.

XVI. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City 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 bona fide 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.

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids 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.

XIX. 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 Professional. The Professional 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 Professional 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.

XX. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XXII. STATUTORY VERIFICATIONS

Verification Against Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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 agreement. The term "company" does not include a sole proprietorship. Chapter 2271 of the Texas

Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

Verification Against Discrimination of Firearm or Ammunition Industries Provision. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

Verification Against Boycott of Energy Companies Provision. Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Unless the Professional is not subject to a provision above, the signatory executing this Agreement on behalf of the Professional verifies that the Professional: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

XXII. 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.

XXIII. 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 instrument.

{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

By:

Title:

ATTEST:

_____
City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By: Chanler Bull

Title: Independent Contractor

Address: 2831 Dawn Crossing Dr
Henderson, NV 89074

Phone Number: 702.596.1400

Federal Tax ID#: 530.95.4478

ATTEST: (if corporation)

_____
Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

See attached.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 _X_

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $50.00 per hour in Year 1, and if the contrat is extended, $52.50, per hour in Year 2, and $55.13 per hour in Year 3 per hour, or per the attached schedule, not to exceed $105,000.00, $110,000.00, and $115,000.00 per year, respectively.

Professional 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 ___

Payment is in a lump sum amount of $Click or tap here to enter text. upon completion of the work and written acceptance by the City.

No mechanic, contractor, subprofessionals, 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, if required by the City, the Professional must execute and provide City with an Affidavit that all bills for labor, materials, and incidentals incurred by subprofessionals, materialmen, mechanics, and suppliers under this agreement have been paid in full, and that there are no claims pending of which Professional 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 the City.

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) _X__

All documents and materials prepared by Professional under the terms of this Contract are the City's property from the time of preparation, and Professional must deliver the documents and materials to the City or make them available for inspection whenever requested. Professional has the right to make duplicate copies of such documents or materials for its own file or for other such purposes as the City authorizes in writing.

(Option 2) ___

All documents and materials prepared by the Professional remain the property of the Professional; however, Professional must furnish City, at no additional cost, one set of reproducible mylars of the original drawings of the work and/or one copy of all documents prepared by the Professional pursuant to this Agreement.

ATTACHMENT D

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, orTWCC-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 Professional'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 Professional has undertaken to perform on the project, regardless of whether that person contracted directly with the Professional and regardless of whether that person has employees. This includes, without limitation, independent contractors, subprofessionals, 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(s) 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 Professional 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 Professional providing services on the project, for the duration of the project.

c. The Professional must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional 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. Professional 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 Professional, 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 Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional 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 Professional 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 Professional 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 Professional, 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 Professional, 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 Professional:

(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 Professional is representing to the City that all employees of the Professional 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 Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the Contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

Chanler Bull

2831 Dawn Crossing Dr.
Henderson, NV 89074
702-596-1400

Scope of Services / Work

Services are performed remotely through the Internet and Telecommunications. The professional must prepare and submit a complete list of all work performed each month.

1. Design, Develop, and consistently refine proprietary scripts and/or applications to meet the unique requirements of the City of Abilene.
2. Implement strategic automation to enhance workflow efficiency where applicable.
3. Implement upgrades, patches, and hotfixes in accordance with industry standards for City of Abilene systems.
4. Apply best practices for core systems such as Active Directory and Group Policy.
5. Leverage security software to monitor all systems, identifying, investigating, and addressing potential security threats or risks.
6. Implement and sustain cloud-hosted services, including Microsoft Azure.
7. Collaborate with the IT Team and vendors to integrate new solutions and address escalated issues.
8. Write and maintain documentation including integration specification, technical information, and user guides.
9. Aid with maintaining inventory of equipment, software, and software licenses.
10. Support all IT operations to include, but not limited to, troubleshooting issues, training, configurations, administration of systems, maintenance, upgrades, and documentation.
11. Assist in the management, implementation, and maintenance of innovative and cutting-edge technology solutions tailored for the City of Abilene.
12. Manage additional job-related tasks, responsibilities, and requests as designated.

City Council Meeting

Software Support Services

February 22, 2024

CITY OF ABILENE TEXAS

Software Support Services

- Background
  - The IT Department lacks the technical resources to provide certain software support services
    - Currently using small short-term contracts to augment services
  - Interim contracted services are providing:
    - Basic services supporting the implementation of Microsoft and related software
    - Provides general software support service requests
  - The proposed acquisition of services will:
    - Provide comprehensive software support services across multiple platforms and software systems
    - Provide opportunities to implement Microsoft software and related initiatives
  - The IT Department recommends the acquisition of services from Chanler Bull comprehensive software support services

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

Professional Services Contract with Chanler Bull for Software Support Services

February 22, 2024

CITY OF ABILENE TEXAS

Professional Services Contract with Chanler Bull for Software Support Services

- Background
  - The IT Department lacks the technical resources to provide certain software support services
    - Currently using small short-term contracts to augment services
  - Interim contracted services are providing:
    - Basic services supporting the implementation of Microsoft and related software
    - Provides general software support service requests
  - The proposed acquisition of services will:
    - Provide comprehensive software support services across multiple platforms and software systems
    - Provide opportunities to implement Microsoft software and related initiatives
  - Staff recommends approval of the Professional Services Contract with Chanler Bull

CITY OF ABILENE TEXAS

Professional Services Contract with Chanler Bull for Software Support Services

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Robert Hanna, City Manager**

FROM: **Troy Swanson, IT Director**

SUBJECT: **15. Resolution: Receive a Report, Hold a Discussion and Take Action to Amend Year 2 of the Microsoft Enterprise License Agreement through SHI Government Solutions *(Troy Swanson)***

GENERAL INFORMATION

Amending Year 2 of the Microsoft Enterprise License Agreement through SHI Government Solutions. The existing agreement will end near the end of November, and the Amendment will add approximately $68,000 to the existing agreement for needed new licenses and software services. The total cost for Year 2 will not exceed $544,000.

SPECIAL CONSIDERATIONS

The Agreement Amendment will add approximately $68,000 to the existing agreement cost for Year 2.

FUNDING/FISCAL IMPACT

Funding is available from the Technology Fund.

STAFF RECOMMENDATION

Staff recommends Approval of the Amendment to the Agreement.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Microsoft - SHI Quote-24083363
2. Resolution- Year 2 Microsoft Agreement Amendment
3. Presentation-Year 2 Microsoft Agreement Amendment

Pricing Proposal
Quotation #: 24083363
Reference #: EA - 90462358
Created On: 10/20/2023
Valid Until: 2/29/2024

TX-City of Abilene

Inside Account Manager - Public Sector

Ted Harvey
Abilene, TX
United States
Phone: (325) 676-6376
Fax:
Email: ted.harvey@abilenetx.gov

Victor Arias
290 Davidson Ave.
Somerset, NJ 08873
Phone: (732)-317-6938
Fax:
Email: Victor_arias@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 **Note:** Year 2 of 3	25	$0.00	$0.00
2	Entra ID P2 GCC SU Enra ID P1 Per User Microsoft - Part#: MQN-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 **Note:** Year 2 of 3	500	$27.48	$13,740.00
3	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 **Note:** Year 2 of 3	1010	$381.12	$384,931.20
4	Exchange Online P2 GCC SU Exchange Online Kiosk Per User Microsoft - Part#: 3NS-00004 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 **Note:** Year 2 of 3	1	$52.08	$52.08
5	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 **Note:** Year 2 of 3	180	$84.48	$15,206.40
6	Defender Endpoint GCC Sub Per User Microsoft - Part#: 7KB-00001	1200	$54.96	$65,952.00

	Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 **Note:** Year 2 of 3			
7	Defender Endpoint Server GCC Sub Microsoft - Part#: 7JI-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 **Note:** Year 2 of 3	120	$54.96	$6,595.20
8	M365 G5 GCC Sub Per User Microsoft - Part#: AAL-45735 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 **Note:** Year 2 of 3	11	$615.96	$6,775.56
9	Entra ID P2 GCC Sub Per User Microsoft - Part#: MQN-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 **Note:** Year 2 of 3	525	$83.52	$43,848.00
10	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 **Note:** Year 2 of 3	10	$138.48	$1,384.80
11	Power Apps Premium GCC Sub Per User Microsoft - Part#: SEL-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 **Note:** Year 2 of 3	10	$216.20	$2,162.00
12	Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 **Note:** Year 2 of 3	10	$276.00	$2,760.00
			Total	$543,407.24

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

RESOLUTION NO. ___-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO AMEND YEAR 2 OF THE MICROSOFT ENTERPRISE LICENSE AGREEMENT THROUGH SHI GOVERNMENT SOLUTIONS

WHEREAS, the City Council of the City of Abilene recognizes the need for Microsoft software and services; and

WHEREAS, the City of Abilene Information Technology needs to Amend Year 2 of the existing Microsoft Enterprise License Agreement approved as Resolution No. 128-2023 for additional licensed software and services; and

WHEREAS, the City of Abilene needs to properly recognize and license the Microsoft software and services installed and used by the City; and

WHEREAS, this acquisition is an ordinary and annual truing up of Microsoft licenses; and

WHEREAS, amending Year 2 of the Microsoft Enterprise License Agreement will increase the original amount of $476,000 by $68,000 for a new not to exceed amount of $544,000 for Year 2; and

WHEREAS, this acquisition with SHI Government Services is available through the State of Texas DIR contract # DIR-TSO-4092.

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

Part 1: That the City Council authorizes the City Manager to Amend Year 2 of the Microsoft software and services from SHI Government Solutions with a not to exceed amount of $544,000.00.

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

ADOPTED this 22nd day of February, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Amendment of Year 2 Microsoft Enterprise License Agreement

February 22, 2024

CITY OF ABILENE TEXAS

Amendment of Year 2 Microsoft Enterprise License Agreement

Year 2 Requirements:

- True Up refers to the recognized licenses that are required and installed
- Amendment includes M365, Project and Visio Licenses to meet needs of the City
- Additional Active Directory licenses to facilitate migration to Microsoft
- Projected savings in Year 3 as the City migrates to Microsoft and Heimdal
- Project potential savings of approx. $72,000
- I.T. recommends approval of Agreement Amendment
- Amendment adds approx. $68,000 to the agreement

CITY OF ABILENE TEXAS

Amendment of Year 2 Microsoft Enterprise License Agreement

QUESTIONS ?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Robert Hanna, City Manager**

FROM: **Max Johnson, Director of Public Works**

SUBJECT: **16. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding S. 27th St. Traffic Signal Improvements to Willis Electric Co. Lp. *(Max Johnson)***

GENERAL INFORMATION

This Project was advertised as a Public Notice on January 14th and 21st with a bid opening (ref: Bid #2418) dated January 30, 2024. This construction contract involves signal modifications and improvements along S. 27th St. at the Willis St., Barrow St., Buffalo Gap Rd., and Sayles Blvd. intersections. Also included in this contract are pavement markings, placement of signs, and other appurtenances related to traffic and pedestrian improvements.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 200 working days (approx. 10 months, weather permitting).

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

Staff recommends awarding the bid to the best value bidder, Willis Electric Co. Lp., with a base bid of $738,128.40.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. S. 27th St. Traffic Signal Improvements Resolution
2. S. 27th St. Traffic Signal Improvements Contract (with Supplement)
3. CB2418TAB
4. SCOPE OF PROJECT
5. PROJECT LOCATION MAP
6. S. 27th St_Southwest Dr Signal Improvements 2-15-2024

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING BID TO WILLIS ELECTRIC CO. LP., ABILENE, TEXAS

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the S. 27th St. Traffic Signal Improvements from Willis St. to Sayles Blvd. This construction contract involves a signal modification at the intersections of S. 27th St. at Willis St., Barrow St., Buffalo Gap Rd., and Sayles Blvd., and all necessary removal and installation of pavement markings, signage, and other appurtenances required at the intersections.

WHEREAS, the City of Abilene has utilitized the "Best Value" competitive bidding method in determining the award of the contract; and**,**

WHEREAS, the following base bids were received and opened on January 30, 2024

Willis Electric Co. Lp., Abilene, Texas	$738,128.40
EARTC, Manor, Texas	$790,241.25

WHEREAS, Willis Electric Co. Lp., Abilene, Texas submitted the best value base bid amount of $738,128.40 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Willis Electric Co. Lp., Abilene, 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 $738,128.40.

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

ADOPTED this 22nd day of February, 2024.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 22 day of February, 2024 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Willis Electric Co. LP of the City of Abilene, 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 --

S. 27TH ST. TRAFFIC SIGNAL IMPROVEMENTS

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 $738,128.40.

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:

Willis Electric Co LP

Signature

Tommy Willis

Name - Typed or Printed

General Partner

Title - Typed or Printed

Business Address:

4242 Sayles Blvd

Abilene, TX 79605

325-698-3444

Business Phone No.

41-2035799

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

SUPPLEMENT TO AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS AND Willis Electric Co LP **("Company")**

(1) **Verification Against Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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 agreement. The term "company" does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

(2) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

(3) **Verification Against Boycott of Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

(4) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Unless the company is not subject to a provision above, the signatory executing this Agreement on behalf of the company verifies that the company: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade

association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Willis Electric Co LP
(printed name of company)

Tom Willis General Partner
(signature and printed name of signatory)

02/03/2024
(date of signature)

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

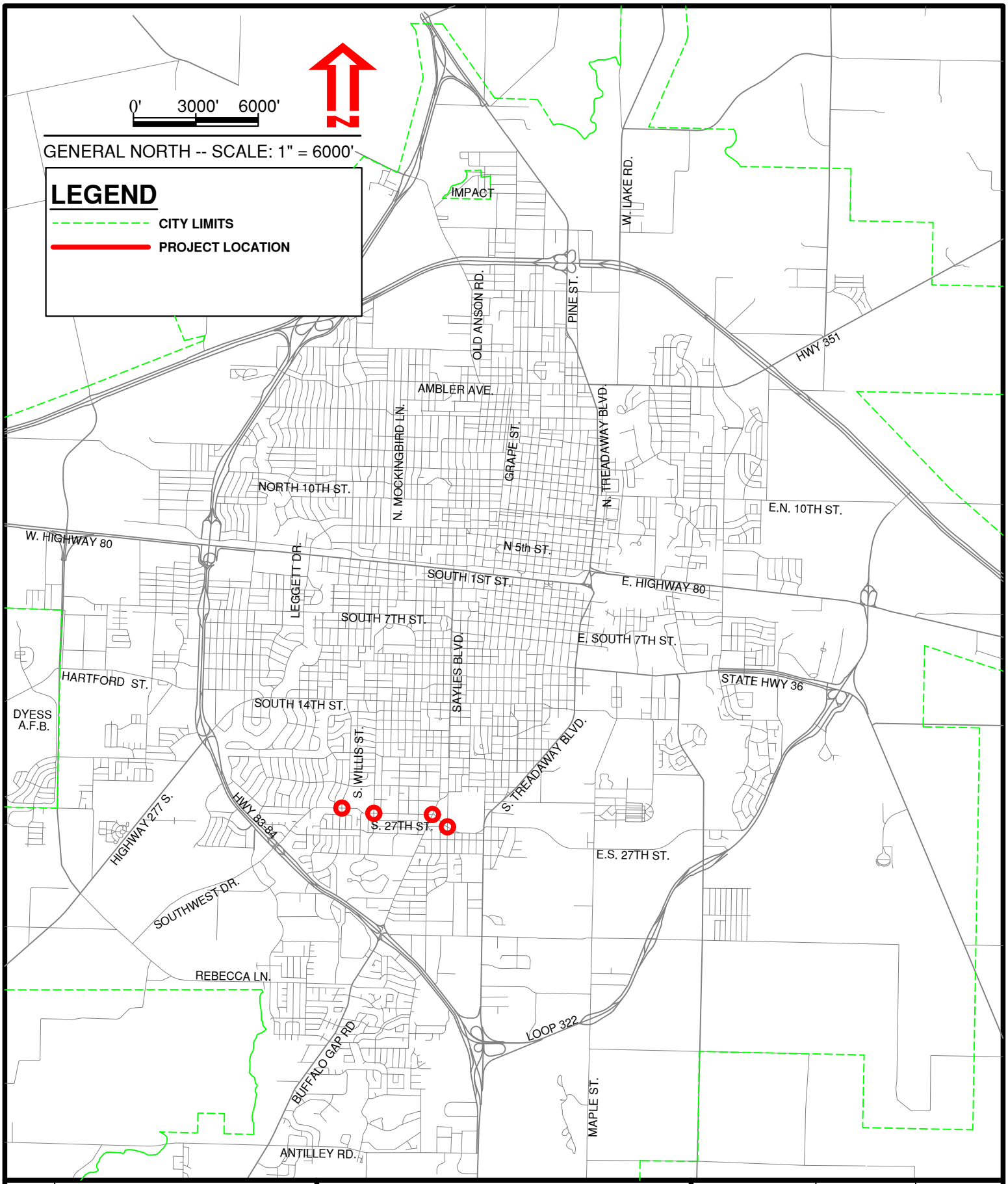
DEPARTMENT:
BID NO.: CB-2418
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JANUARY 30, 2024

				WILLIS ELECTRIC CO., LP ABILENE, TX		EARTC MANOR, TX									
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**
1.	S. 27TH ST. TRAFFIC SIGNAL IMPROVEMENTS				738,128.40		790,241.25								
BASE BID					738,128.40		790,241.25								
DISCOUNT															
TOTAL BID					738,128.40		790,241.25								

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This construction contract involves installation of traffic signal improvements along the S. 27th St. Corridor from Willis St. to Sayles Blvd. Also included in the contract are pavement markings, sidewalk, curb and gutter, and curb ramps as shown in the Construction Plans.



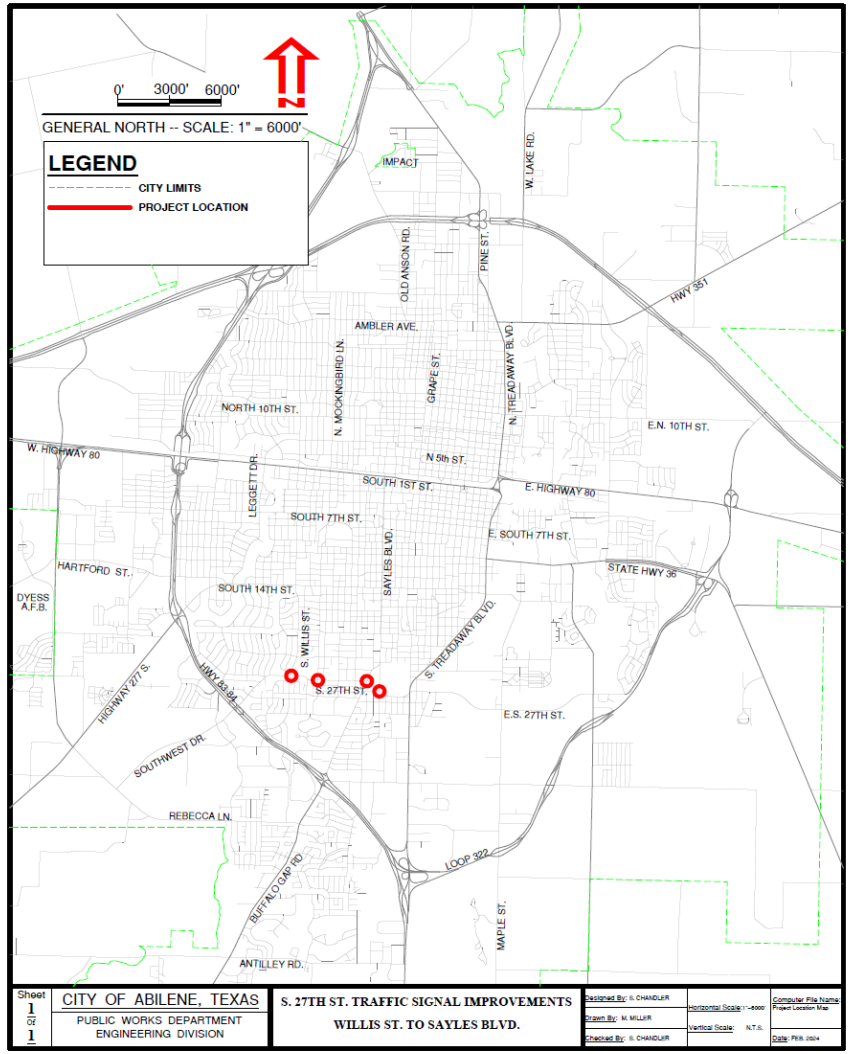
Sheet 1 Of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	S. 27TH ST. TRAFFIC SIGNAL IMPROVEMENTS WILLIS ST. TO SAYLES BLVD.	Designed By: S. CHANDLER Drawn By: M. MILLER Checked By: S. CHANDLER	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: FEB. 2024

S. 27th St. Traffic Signal Improvements From Willis St. to Sayles Blvd.

(Max Johnson)

CITY OF ABILENE TEXAS

S. 27th St. Traffic Signal Improvements From Willis St. to Sayles Blvd.



Intersections

South 27th St. & Willis St.

South 27th St. & Barrow St.

South 27th St. & Buffalo Gap Rd.

South 27th St. & Sayles Blvd.

CITY OF ABILENE TEXAS

S. 27th St. Traffic Signal Improvements From Willis St. to Sayles Blvd.

- Project includes:
  - Signal modification at the intersections of S. 27th St. at Willis St., Barrow St., Buffalo Gap Rd., and Sayles Blvd.
  - Installation of traffic signal equipment previously approved.
  - Removal and installation of pavement markings and signage required at the intersections
- Project advertised January 14, 2024 and January 21, 2024; bids opened January 30, 2024
- 2 bids received
- Project funded through Street Maintenance Fee
- Staff recommends awarding the bid to the best value bidder, Willis Electric Co, Lp., for $738,128.40.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Robert Hanna, City Manager**

FROM: **Max Johnson, Director of Public Works**

SUBJECT: **17. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Street Resurfacing Project Work Zone S5 to Raydon Inc. *(Max Johnson)***

GENERAL INFORMATION

This construction contract involves milling the existing street and replacing with 2" Type D HMAC and 3" of Type B HMAC in Work Zone S5 (Canterbury Trales neighborhood) on area streets as outlined and shown on the project location map. The general project location can be defined by its north boundary of Yeomans Rd., south boundary of ES 11th Street, west boundary of S. Judge Ely Blvd., and East Boundary of Parsons Rd. Also included in this contract is the removal and replacement of failed curb and gutter and miscellaneous pavement markings.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 100 working days (approx. 5 months, weather permitting).

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

Staff recommends awarding the bid to the best value bidder, Raydon, Inc. of Abilene Texas, with a base bid of $4,370,641.84.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Workzone S5 resolution
2. Street Resurfacing Project Work Zone S5 Contract
3. CB2417TAB
4. SCOPE OF PROJECT
5. PROJECT LOCATION MAP
6. Workzone S5 ppt 2-15-2024

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING BID TO RAYDON INC., ABILENE, TEXAS

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the Street Resurfacing Project Work Zone S5. This construction contract involves the the mill and overlay of streets bounded by the following, North boundary of Yeomans Rd., South boundary of ES 11th St., West boundary of Judge Ely Blvd., and East Boundary of Parson's Rd.; and

WHEREAS, the City of Abilene has utilitized the "Best Value" competitive bidding method in determining the award of the contract; and**,**

WHEREAS, the following bids were received and opened on January 30, 2024:

Raydon, Inc., Abilene, Texas	$ 4,370,641.84
Bontke Brothers Construction Co., Inc., Abilene, Texas	$ 4,815,126.20
J.H. Strain & Sons, Inc., Tye, Texas	$ 4,875,623.45
Blacksmith Ventures, Bryson, Texas	$ 4,989,803,76
CK Newberry, LLC, Karnes City, Texas	$ 6,295,890.10

WHEREAS, Raydon, Inc., Abilene, Texas submitted the best value bid in the amount of $4,370,641.84 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Raydon, Inc., Abilene, 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 $ 4,370,641.84.

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

ADOPTED this 22nd day of February, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 22 day of February, 2024 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Raydon Inc. of the City of Abilene, 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 --

STREET RESURFACING PROJECT WORK ZONE S5

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 $4,370,641.84 .

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:

Raydon, Inc.

Business Address:

1465 Elmdale Rd N.

Abilene, TX 79601

Signature

Seth Shortes

Name - Typed or Printed

Vice President

Title - Typed or Printed

(325) 548-9369

Business Phone No.

75-2235384

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

ATTEST:

City Secretary

Seal:

APPROVED:

City Attorney

SUPPLEMENT TO AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS AND RAYDON, INC. ("Company")

(1) **Verification Against Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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 agreement. The term "company" does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

(2) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

(3) **Verification Against Boycott of Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

(4) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Unless the company is not subject to a provision above, the signatory executing this Agreement on behalf of the company verifies that the company: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade

association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Raydon, Inc.
(printed name of company)

Seth Shortes, VP
(signature and printed name of signatory)

2/7/2024
(date of signature)

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

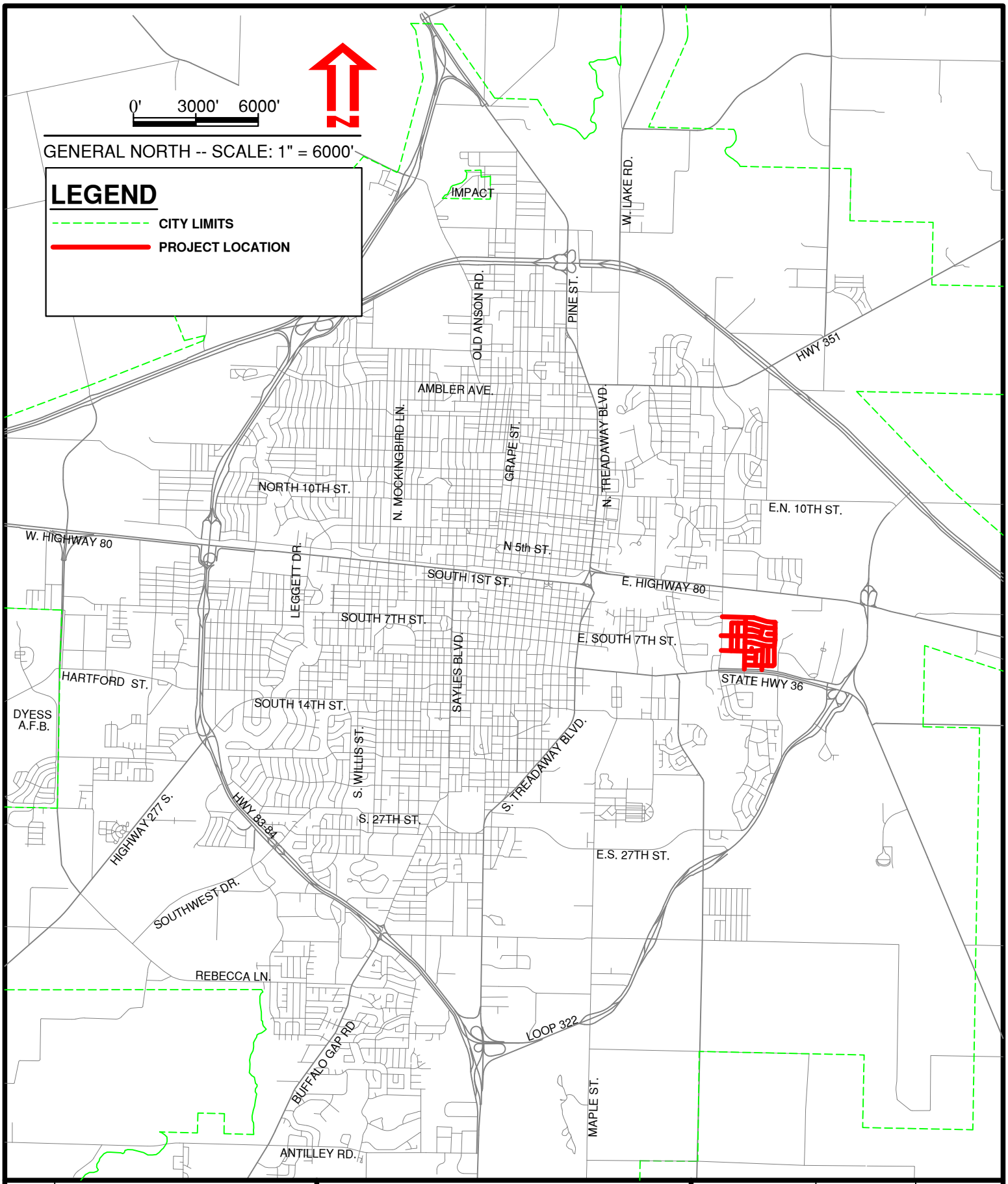
DEPARTMENT: ENGINEERING
BID NO.: CB-2417
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JANUARY 30, 2024

				RAYDON, INC. ABILENE, TX		BONTKE BROTHERS CONSTRUCTION CO., INC. ABILENE, TX		J.H. STRAIN & SONS, INC. TYE, TX		BLACKSMITH VENTURES BRYSON, TX		CK NEWBERRY, LLC KARNES CITY, TX			
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**
1.	STREET RESURFACING PROJECT WORK ZONE S5				4,370,641.84		4,815,126.20		4,875,623.45		4,989,803.76		6,295,890.10		
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This construction contract involves milling the existing street and replacing with 2” Type D HMAC and 3” of Type B HMAC in Work Zone S5 on area streets as outlined and shown on the Plan Layout sheets in the Construction Plans. The general project location can be defined by its north boundary of Yeomans Rd., south boundary of ES 11th Street, west boundary of S. Judge Ely Blvd., and East Boundary of Parsons Rd. Also included in this contract is the removal and replacement of failed curb and gutter and miscellaneous pavement markings.



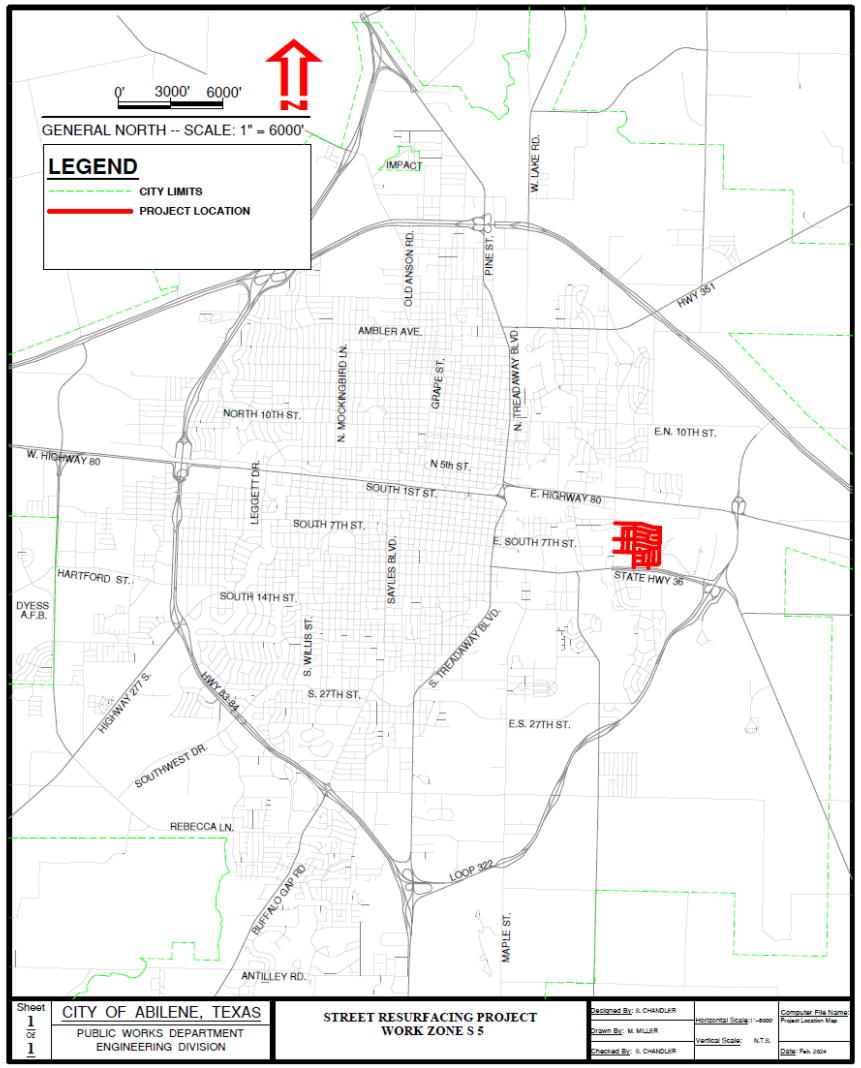
Sheet 1 Of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	STREET RESURFACING PROJECT WORK ZONE S 5	Designed By: S. CHANDLER Drawn By: M. MILLER Checked By: S. CHANDLER	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: Feb. 2024

Bid Award of CB-2417
Street Resurfacing Project Work Zone S5

(Max Johnson)

CITY OF ABILENE TEXAS

Bid Award of CB-2417
Street Resurfacing Project Work Zone S5



Included Roads:

Yeomans Rd.	Alisons Way
Seaman's Way	Chaucer Dr.
Lawyer's Ln.	Nun Ct.
Sir Thopas Ct.	Tabard Tr.
Friars St.	Pardoners Rd.
Weavers Way	Reeves St.
Clarks Dr.	Parson's Rd.
Summoner Ln.	
Squires Rd.	
Chanticleers Ln.	

CITY OF ABILENE TEXAS

Bid Award of CB-2417
Street Resurfacing Project Work Zone S5

- Project includes:
  - Milling the existing asphalt and replacing with 2” Type D HMAC and 3” of Type B HMAC in Work Zone S5.
  - Removal and replacement of failed curb and gutter as well as application of pavement markings at certain areas.
- Project Advertised January 14, 2024, and January 21, 2024; bids opened January 30, 2024; Five (5) bids received
- The project has an allowance of $300,000.00.
- Staff recommends awarding the bid to the best value bidder, Raydon, Inc with a base bid of $4,370,641.84.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Robert Hanna, City Manager**

FROM: **Cande Flores, Fire Chief**

SUBJECT: **18. Resolution: Receive a Report, Hold a Discussion, and Take Action Authorizing the City Manager to Execute a Contract with Steele Fire Apparatus, LLC or the Purchase of a Custom-Built Brush-Wildland Firefighting Vehicle *(Cande Flores)***

GENERAL INFORMATION

The Fire Apparatus Replacement Plan includes AFD fleet replacements through the year 2052. The addition of Fire Station 9 requires the purchase of one (1) brush-wildland firefighting vehicle.

This purchase is for one (1) custom-built brush-wildland firefighting vehicle, not including additional equipment and tools. This purchase will be made through Houston Freightliner. The total price for this vehicle is $337,500.00.

SPECIAL CONSIDERATIONS

This purchase will be made using HGAC pricing. This option confirms best pricing.

FUNDING/FISCAL IMPACT

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

The total used for this purchase is $337,500.00.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution to authorize the City Manager to execute a

contract with Steele Fire Apparatus, LLC for the purchase of one (1) custom-build brush-wildland firefighting vehicle.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2024 Resolution AFD Brush 9 Purchase
2. Abilene FD - Large Brush M2-106 changed (1)
3. Abilene Supplement Agreement_02152024122651
4. Steele-Abilene Crew 2025MY M2 Plus Brush 1-22-24
5. Brush 9 Purchase PPT

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH STEELE FIRE APPARATUS, LLC FOR THE PURCHASE OF A CUSTOM-BUILT BRUSH-WILDLAND FIREFIGHTING VEHICLE.

WHEREAS, the Fire Apparatus Replacement Plan includes Abilene Fire Department fleet replacements through the year 2052; and

WHEREAS, the addition of Fire Station 9 will require the purchase of one (1) brush-wildland firefighting vehicle; and

WHEREAS, this purchase is for one (1) custom built brush-wildland firefighting vehicle, not including additional equipment and tools; and

WHEREAS, the purchase will be made through Houston Freightliner, with a total price for this purchase is $337,500.00; and

WHEREAS, the purchase will be made using HGAC, and this option confirms best pricing; and

WHEREAS, funding for this vehicle 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: That the City Manager is hereby authorized to execute a contract with Steele Fire Apparatus, LLC for the purchase of one (1) brush-wildland firefighting vehicle.

Part 2: That this purchase is necessary to protect the public health and safety of City residents, and is not required to be competitively bid pursuant to Local Government Code Section 252.022(a) (2).

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

ADOPTED and approved by the City Council on the 22nd of February, 2024.

ATTEST:

_____
Shawna Atkinson
City Secretary

_____
Weldon Hurt
Mayor

APPROVED:

_____
Stanley Smith
City Attorney

STEELE FIRE APPARATUS
Haskell Texas
1-800-687-7639

01/18/2024

This Proposal has been prepared for:

Abilene Fire Department Abilene, Texas

Proposal
We are pleased to submit the following specifications.

Steele Fire Apparatus, LLC, a solely owned company, is a custom fire apparatus manufacturer specializing in Brush-Wildland fire fighting vehicles. Our 20,000 - square foot manufacturing facility is located in Haskell, Texas.

Chassis (Manufacturer Specifications Attached Separately)
2025 Freightliner M2-106 AWD Crew Cab
Color: Red (Top of Cab will be painted Storm Grey)

Standard Make Ready Chassis Items
The following items shall be installed on the commercial chassis in preparation for fire apparatus applications:

Battery Master Disconnect - A battery disconnect system shall be installed to control the 12-volt power supply from the battery system to the body and cab final stage manufacturer installed equipment.

Back-Up Alarm – An electronic back up alarm shall be installed.

Rear Mud Flaps - The chassis shall be supplied with mud flaps. The mud flaps shall be installed behind the rear wheels.

Custom Fabricated Console and Switch Panel
A custom fabricated electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cupholders, radios, and auxiliary equipment.

(2) Department supplied radios shall be installed in the console.

Heavy Duty Front Bumper
The factory bumper shall be removed and replaced with a custom fabricated, heavy duty steel bumper and grille guard protection assembly.

Front Tow Hooks
The factory tow hooks will be replaced with tow hooks incorporated into the custom bumper.

Bumper Sweeps
There shall be (2) bumper ground sweeps installed in the front bumper utilizing (2) 1" brass electric valves and (2) ¾" wide angle nozzles. The nozzles are mounted utilizing a custom protective housing. The controls for the brass water valve shall be installed on the top surface of the console for driver operation. Each valve is independently operated (left/right) utilizing weatherproof toggle switches.

Switches will be covered or have a "locked" position and have an indicator light.

1.5" Pre-Connect
There shall be a 1.5" (NST/NH) pre-connect installed with 100' of DJ hose and a 1.5" TFT FQS125P adjustable gallonage (NST/NH) nozzle and a compartment with lid on the passenger's side of the front bumper.

Skid Plates
A .250" steel skid plate will be installed from the bumper area extending below the bumper extension and chassis radiator area. A .250" steel skid plate will be installed from the rear of the front axle extending to the rear of the transfer case. (2) .250" steel skid plates will be installed on both sides of the truck under the fuel and air tanks as well as the exhaust system. The skid plates will be supported from the truck frame and will be removable for servicing. The oil drain of the engine will be accessible without removing any of the plates.

Body (Flat Bed)
The body shall be custom fabricated and constructed out of steel. The body shall be designed for a 100" cab to axle dimension with an overall size of approximately 102" wide x 181" long. The body will be specifically designed for off-road wildland firefighting.

Body Cross-Member Sub-Structure - The body shall have 4" x 1.75" structural frame rails.

Body Structure - The cross member sub-structure will be covered with .125" sheet metal. The .125" sheets will be formed to cover the top of the body and bent down to form the sides of the body.

Body Sub-Structure and Mounting - The body shall have (2) 2" x 4" x .250" structural tubing main rails mounted to the frame in (10) locations utilizing .500" steel cross frame brackets, (10) .750" x 6" Grade 8 bolts, and (10) multi-directional isolators. The flexible mounting system shall allow the body/chassis to flex during extreme off-road conditions.

Protective Rails - The upper body shall be protected with 42" tall 2" pipe railing assemblies installed on both the driver's and passenger's side of the body. The railings shall act as protection for the upper body structures when off-road in heavy brush conditions.

Headache Rack - The front of the body shall have a 2" pipe tube headache rack. The rack shall extend the full width of the body and be attached to the front of the body. Wiring will be placed inside the pipe for protection.

Walkway - The front of the body shall have a 28" (front to rear) x 102" (right to left) front walkway in front of the water tank. The walkway shall allow access from both sides of the body and have an NFPA compliant surface.

Hinged Safety Gate Assembly – Each sidestep cubicle of the body shall each be equipped with a swing in gate constructed out of 2" pipe and **covered with .187 aluminum tread brite.** The gates shall have a hydraulic cylinder to hold the gate either in a fully open position or in a fully closed position. Cable Steps shall be installed beneath the entry gates.

Install Larger Rubber stops to prevent "finger pinching" when opening.

Rear Tailboard Panel - A vertical body panel with 10" entry platform shall be installed at the rear of the body constructed utilizing 2" x 2" x .187" square tubing as the sub-structure and .125" sheet metal as the top covering. The panel shall house the stop/turn/taillights and warning lights. The body panel will be constructed to allow for a 30-degree angle of departure. Cable Steps shall be installed beneath the rear tailboard on the driver's and passenger's side.

Rear Receiver - The rear of the chassis shall be equipped with a 2" square steel tube receiver assembly for high or low angle rescue, trailer use, and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame assembly. The receiver assembly shall be equipped with (2) heavy duty rear tow loops.

Rear Under Body Storage
An under-body equipment storage compartment with divided slide out shall be installed under the body surface in the center rear body panel of the apparatus. The dimensions shall be approximately 24" wide x 6" tall x 10' 4" deep. The compartment shall be equipped with a vertically hinged door with dual latches installed.

Driver's Side Upper Body Compartment (Mounted flush with rear of tank)
A body equipment storage compartment shall be installed on the body surface of the driver's side of the body. The dimensions shall be approximately 60" long x 32" tall x 18" deep. The compartments shall be constructed of 2" x 2" x .105" square tubing and .125" sheet metal on all exterior surfaces. The compartment shall be equipped with a **.187" aluminum tread brite sheet metal door** with chrome plated D-Ring lockable slam latch installed. The door shall be equipped with dual gas operated door opening assist cylinders. The floor of the compartment will be sweep-out design.

Adjustable Shelving
There shall be (2) adjustable shelves (one per door opening) approximately 16" deep and 28" wide installed in the rear of the driver's side upper body compartment.

Hose Tray, Driver's Side
A hose storage tray shall be installed over both driver's side upper body equipment storage compartment. The dimensions shall be approximately 16" wide x 9" tall x 60" long. The hose tray shall be constructed of .187" aluminum sheet metal with a 1" square aluminum tubing sub-structure. The hose tray shall be constructed so that the hose is deployable from the rear of the truck with a 1.5" Pre-connect.

Passenger's Side Upper Body Compartment (Mounted flush with the rear of the tank)
A body equipment storage compartment shall be installed on the body surface of the driver's side of the body. The dimensions shall be approximately 60" long x 32" tall x 18" deep. The compartments shall be constructed of 2" x 2" x .105" square tubing and .125" aluminum sheet metal on all exterior surfaces. The compartment shall be equipped with a **.187" aluminum tread brite sheet metal door** with chrome plated D-Ring lockable slam latch installed. The door shall be equipped with dual gas operated door opening assist cylinders. The floor of the compartment will be sweep-out design.

Adjustable Shelving
There shall be (1) adjustable shelves approximately 16" deep and 28" wide installed in the rear of the Passenger's side upper body compartment.

Tool Tray, Passenger's Side
A Tool tray shall be installed over the passenger's side upper body equipment storage compartment. The dimensions shall be approximately 16" wide x 9" tall x 60" long. The hose tray shall be constructed of .187" aluminum sheet metal with a 1" square aluminum tubing sub-structure. Both ends of the tool tray will be closed.

Underbody Compartment, Driver's Side
An underbody equipment storage compartment shall be installed under the body surface on the driver's side of the apparatus in front of the rear axle. The dimensions shall be approximately 36" long x 22" tall x 20" deep. The compartment shall be constructed of 2" x 2" x .105" square tubing and .125" sheet metal on all exterior surfaces. The compartment shall be equipped with a **.187" aluminum tread brite sheet metal hinged door** supported by 5/16" steel chains with chrome plated D-Ring lockable slam latch installed. The floor of the compartment will be sweep-out design.

Under Body Compartment, Passenger's Side
An underbody equipment storage compartment shall be installed under the body surface on the passenger's side of the apparatus in front of the rear axle. The dimensions shall be approximately 36" long x 22" tall x 20" deep. The compartment shall be constructed of 2" x 2" x .105" square tubing and .125" sheet metal on all exterior surfaces. The compartment shall be equipped with a **.187" aluminum tread brite sheet metal hinged door** supported by 5/16" steel chains with chrome plated D-Ring lockable slam latch installed. The floor of the compartment will be sweep-out design.

Compartment Lighting (LED)
Upper body equipment storage compartments shall be equipped with (2) 24" LED vertical light strips per door opening.

Under body equipment storage compartments shall be equipped with (1) 36" LED horizontal light strip.

Automatic Compartment Door Light Switches
Each exterior compartment light shall be automatically controlled by a door activated switch.

Door Ajar Light/Buzzer
A "Door Ajar" and equipment operation buzzer shall be installed in the custom console. The LED light shall be red, and the buzzer will activate once the truck parking break is released.

Water Tank Specifications
A 1000-gallon water tank will be installed on the truck. The tank shall be made of ½" poly and will be baffled to meet NFPA standards. There shall be a 10" water fill with vent on top of the tank with a 3" overflow to the bottom of the tank. The water fill tower shall be installed on the passenger's side rear corner of the tank. A 1.5" plugged drain provision shall be installed in the bottom of the water tank for draining and flushing out debris.

There shall be a 6" band around the top perimeter of the tank

Foam Tank Specifications
A 10-gallon integral foam tank shall be installed. A 10" foam fill will be on top of the foam tank and level gauge will be installed into the tank.

Water Tank Level Indicators
The water tank shall be equipped with clear water level sight gauge in the rear wall of the tank and an FRC WLA300-A00 LED light indicator on the pump control panel and a remote FRC WLA205-A00 LED indicator installed in the custom console inside the cab.

(2) FRC WLA280-A00 Tankvision Maxvision LED Tank display level gauges shall be installed between the cab doors. (One on each side of the chassis)

Fire Pump Specifications
Performance - *The pump/engine shall be capable of meeting the NFPA 1906 performance ratings of 50 GPM @ 150 PSI and 150 GPM @ 100 PSI. Typical pump performance from 5-foot draft at sea level shall be: 100 GPM @ 150 PSI, 175 GPM @ 100 PSI and 250 GPM @ 50 PSI.*

Pump - The pump body shall be made of anodized alloy aluminum castings coupled together with a stainless-steel band clamp with an O-ring seal which allows quick pump volute removal for servicing. The pump end shall be factory hydrostatically tested to 300 PSI. The impeller shall be bronze. The renewable clearance rings shall be made of bronze to inhibit galvanic corrosion. The impeller shall be 8.75 inches (222.3 mm) in diameter and designed with a sleeve back end to prevent water from coming in contact with the engine shaft. The pump shaft seal shall be an automatically adjusting, maintenance free, mechanical type. The pump body shall be equipped with a petcock drain valve.

Priming - The priming pump shall be a positive displacement, oil-less rotary vane electric motor driven pump conforming to the requirements of NFPA 1901. The pump body shall be manufactured of heat-treated anodized aluminum for wear and corrosion resistance. The pump shall be capable of producing a minimum 24 inHg vacuum at 2000 feet above sea level. The electric motor shall be a 12 VDC (or 24 VDC) totally enclosed unit. The priming pump shall not require lubrication. The priming pump shall be operated by a single push-pull control valve mounted on the pump operator

panel. The control valve shall be of all bronze construction.

Suction/Discharge - The suction and discharge ports shall be female pipe thread, designed and located to accept applicable hose thread adapters (3" FNPT / 4" Victaulic Suction, 2.5" FNPT Discharge flange).

Engine - The engine shall be a 4 cycle DIESEL Kubota D902 radiator liquid cooled design. Engine rating shall be 24.8 BHP at 3600 RPM with a torque of 41.3 lb.-ft at 2600 rpm. Engine displacement shall be 898cc and the engine shall be EPA Tier 4 compliant. A 12-volt electric system shall be provided with electric starter and a 40-amp alternator. Engine shall be with USDA approved spark arrestor.

KBD24 Dual Control Panel System
There shall be a Hale KBD24 Dual Control Panel System with Electric Throttle installed. (1) at the rear and (1) on the face of the custom console in the cab.

Foam System
There will be a Scotty 4171 "Around the Pump" foam system installed into the discharge side of the plumbing.

Stainless Steel Plumbing System
The fire pump plumbing system shall be built completely out of stainless-steel piping, fittings, and connections. Victaulic style couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank connections and remote plumbing shall use high pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victaulic type connections.

Valves
All valves used in the plumbing installation shall be **Akron** Fire Service valves.

Fire Pump Fuel System
The fuel system for the auxiliary fire pump shall be plumbed from the chassis fuel system. There shall be a separate fuel pickup tube mounted in the chassis fuel tank specifically for a separate engine driven pump assembly.

Wiring to Chassis
The 12-volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnect solenoid system. The cables shall have a circuit breaker installed at the chassis battery.

Fire Pump Mounting Provisions
The fire pump shall be installed inside the fire pump housing/enclosure utilizing heavy duty vibration mounts bolted to the enclosure.

Fire Pump Master Drain
The fire pump shall have a master drain at the bottom of the water pump housing.

Pump Engine Oil Drain
The fire pump engine shall have an oil drain line installed. It shall allow for easy and accessible oil draining.

Fire Pump Housing/Enclosure
The fire pump, stainless steel plumbing, and electrical enclosure shall be installed on a removable fire pump housing. The enclosure shall be constructed of 2" x 2" x .187" square aluminum tubing and .187" aluminum sheet metal. Forklift access holes and a hinged rear engine and pump control panel door equipped with gas hydraulic lift assist shocks shall be installed at the rear of the enclosure.

The enclosure shall have a latch installed.

Discharges
The following discharges shall be installed:

2 – 1" to the hose reel

1 – 1.5" (NST/NH) pre-connect supplying driver's side hose tray

1 – 1.5" (NST/NH) discharge to the rear of the bed with cap and chain

1 – 1.5" discharge to the rear of the bed reduced to a 1" (NST/NH) with cap and chain

1 – 2.5" (NST/NH) discharge to the rear of the bed with cap and chain

1 – 1.5" tank return

1 – 2" to the front of the body for (2) 8' - 1" whip lines continuing with 1.5" to the front bumper to supply (2) bumper sweeps and 1 – 1.5" (NST/NH) pre-connect

There shall be a 2.5" (NST/NH) female connection at the rear of the truck for drafting and this connection will double as a tank fill from a hydrant.

Hose Reel
(1) Hannay ESF 20-30-31 hose reel shall be installed. The reel shall be a shall have a leak proof ball bearing swing joint, adjustable friction brake, electric 12-volt rewind, and manual crank rewind provisions.

The reel shall be mounted on the passenger side rear of the body.

Hose Reel Capacity
The hose reels shall have a capacity of 200 feet of hose.

Hose Reel Hose
200' of 1" 600psi Red Boost-Lite hose shall be installed on the hose reels.

Nozzles
(3) Task Force Tips Model # DQS40PS QUADRAFOG W/GRIP 1" NH **spinning teeth** selectable gallonage nozzles.

(2) Task Force Tips Model # FQS125PS QUADRAFOG W/GRIP 1.5" NH **spinning teeth** selectable gallonage nozzles.

Nozzle Mount
Each 1" flexible hose discharge shall have a nozzle bracket installed to hold the nozzle in place.

Whip Lines (Walkway Area)
(2) 1" x 8' long 800psi hose whips with threaded couplings shall be installed on the headache rack at the front of the body.

Electrical Enclosure
An electrical wiring enclosure for the 12-volt wiring shall be installed in the fire pump housing/enclosure with a removable panel. The dimensions of the enclosures shall be approximately 12" tall x 12" wide x 4" deep.

Electrical Harness and Wiring
All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

All electrical junction/terminal boxes shall Blue Sea brand.

Wireless Intercom System
There will be a Fire Com wireless intercom system installed.
-The system will include (1) wireless base station, (1) digital intercom radio, (2) radio transmit headsets, (2) intercom only headsets, (2) radio interface cables, and (4) headset hangars.

Charging System
There will be a Kussmaul 1500W Charger/Inverter installed in the driver's side underbody compartment with a super auto eject and a battery indicator installed on the front driver's side of the body.

Backup Camera
There will be a backup camera system with 7" LCD monitor installed utilizing a rear facing backup camera and a forward-facing front bumper camera.

DOT Identification Lights
All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

License Plate Mounting
LED license plate lights shall be installed on the rear vertical wall of the body.

Brake, Turn, Taillights
(4) 2" x 6" brake, turn, taillights with grommets shall be provided. The light-heads configuration shall consist of 14 red Super-LEDs and clear optic polycarbonate lens.

Back-Up Lights
Two (2) 2" x 6" rear LED back-up lights shall be installed.

Work Lights
Six (6) LED Pod lights shall be installed, wired to switch in the custom console. Location shall be: two on each corner of the headache rack assembly. (2) Spots facing forward, and (2) floods facing out the side of the body. (2) floods rear facing in pump housing/enclosure area.

Back-Up Alarm
One (1) back-up alarm shall be installed.

Arrow Stick with Dim Function
There shall be a Feniex Quad 8 arrow stick installed at the rear of the apparatus on the pump house enclosure.

Electronic Siren
One (1) Feniex F1 Controller and (1) Feniex Storm Pro 200w Remote Siren with microphone and PA.

Siren Speaker
Two (2) Feniex Triton 100w siren speaker shall be provided with brackets.

Location shall be: Front Bumper

Emergency Light Bar with Dim Function
Feniex Fusion 60" Quad LED full size lightbar.

Ability to turn off rear lights off on lightbar.

Emergency Light Bar Mount with Protective Guard
The emergency light bar shall be mounted on the headache rack with a brush guard protective assembly covering the light bar.

Emergency Warning Lights with Dim Function
There shall be (5) Feniex Quad Surface Mount (Red) and (5) Feniex Quad Surface Mount (Blue) with clear lens installed.

Front Bumper Warning Lights

(2) Feniex Quad Surface Mount
(1) Red (1) Blue

Front Bumper Intersection Lights

(2) Feniex Quad Surface Mount
(1) Red (1) Blue

Side Body Warning Lights (Passenger's side and Driver's side)

(4) Feniex Quad Surface Mount
(2) Red (2) Blue

Lower Rear Warning Lights

(2) Feniex Quad Surface Mount
(1) Red (1) Blue

Warning Light Protective Guard (Side of Body)
There shall be protective light guard assemblies installed on the side, body warning lights and rear warning lights.

Additional Equipment Installed
Department supplied Radios with antennae's
(SFA will supply faceplates)

(1) TFT 3 Wrench Bracket Set (2) Spanners and (1) Hydrant Wrench **(Ship Loose)**

(2) Vulcan 180 rechargeable lanterns
(Installed in Driver's Side Underbody Compartment)

Paint
The bumper and skid plates will be sandblasted and primed with an Epoxy Primer and then painted with a **Black** Polyurethane Enamel paint made by PPG.

The body, compartments, and plumbing will be sandblasted and primed with an Epoxy Primer and then painted with a **Red** Polyurethane Enamel paint made by PPG.

The top of the cab shall be painted (Axalta B9885 EW STORM GREY Imron Elite Basecoat Clearcoat 3.5 VOC)

The inside of the compartments shall be primed and painted with Zola tone.

Coating
The top of the bed, cab steps, and the tailboard of the truck body will be sprayed with a spray on bed lined made by Toff coatings that will give a protective coating and a non-slip surface.

Custom Graphics/Reflective Lettering
The apparatus shall be provided with (2) custom designed sign graphics, emblems, or seals. The installation shall be designed primarily with letters and numbers as specified. The purchaser shall approve of the design graphics prior to installation**.**

"B9" (white reflective) installed on the hood

Cab and Body Striping
The cab shall have a straight 4" **(White)** Scotch-lite reflective stripe applied horizontally. The stripe shall be 4" minimum in width and be applied horizontally around the cab. The body shall have a 4" Scotch-lite reflective stripe applied horizontally in accordance with NFPA standards.

Rear Chevron Striping
There will be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6" diamond grade striping on the following colors:

The first color shall be Red Diamond Grade.

The second color shall be Lemon Yellow Diamond Grade.

Body Warranty
We warrant each new motorized body manufactured by Steele Fire Apparatus, LLC for a period of **TEN YEARS** from the date of delivery.

Under this warranty we agree to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service providing that such parts are, at the option of Steele Fire Apparatus, LLC, made available for our inspection at our request, returned to our factory or other location designated by us with transportation prepaid within thirty days after the date of failure or within one year from the date of delivery of the apparatus to the original purchaser, whichever occurs first, and inspection indicates the failure was attributed to defective material or workmanship.

The warranty on the components, storage batteries, generators, electrical lamps, and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the manufacturer by the customer.

This warranty will not apply to any fire apparatus bodies that have been repaired or altered outside our factory in any way, which in our opinion might affect its stability or reliability.

This warranty shall not apply to those items that are usually considered normal maintenance and upkeep services: including, but not limited to, normal lubrication or proper adjustment of minor auxiliary pumps or reels.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability in connection with the sales of our apparatus unless made in writing by Steele Fire Apparatus, LLC.

Workmanship Warranty
We warrant each new motorized fire apparatus manufactured by Steele Fire Apparatus, LLC for a period of **ONE YEAR** from the date of delivery, except for chassis and other components noted herein.

Under this warranty we agree to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service providing that such parts are, at the option of Steele Fire Apparatus, LLC, made available for our inspection at our request, returned to our factory or other location designated by us with transportation provided by Steele Fire Apparatus, LLC within thirty days after the date of failure or within **one year** from the date of delivery of the apparatus to the original purchaser, whichever occurs first, and inspection indicates the failure was attributed to defective material or workmanship.

The warranty on the chassis and chassis supplied components, storage batteries, generators, electrical lamps, and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the manufacturer by the customer.

This warranty will not apply to any fire apparatus that has been repaired or altered outside our factory in any way, which in our opinion might affect its stability or reliability.

This warranty shall not apply to those items that are usually considered normal maintenance and upkeep services: including, but not limited to, normal lubrication or proper adjustment of minor auxiliary pumps or reels.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability in connection with the sales of our apparatus unless made in writing by Steele Fire Apparatus, LLC.

Steele Fire Apparatus, LLC (Stainless Steel Warranty)
Subject to the provisions, limitations, and conditions set forth in this warranty, Steele Fire Apparatus, LLC. (Hereby referred to as "seller"), hereby warrants to each original purchaser only that stainless steel plumbing components and ancillary brass fittings used in the construction of the water/foam plumbing system shall be warranted for a period of five **(5) years**. This covers structural failures caused by defective design or workmanship, or perforation caused by corrosion, provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original purchaser for a period of five years from the date of the delivery and shall terminate upon the transfer of possession or ownership by original purchaser. This warranty is conditioned upon normal use and reasonable maintenance of such plumbing: prompt written notice of all defects to seller or one of the seller's then authorized dealers in the area; no repair or additions there to except by seller or authorized by it; said defect not resulting from misuse, negligence, accident, remount, overloading beyond applicable weight rating by customer or third parties. If any such conditions are not complied with, this warranty shall become void and unenforceable.

Should repairs become necessary under the terms of the warranty, the extent of the repair shall be determined solely by the seller and shall be performed solely at Steele Fire Apparatus, LLC., or a repair facility designated by the seller. The expense of any transportation to or from such repair facility shall be that of Steele Fire Apparatus.

Seller reserves the unrestricted right at any time from time to time to make changes in the design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products therefore manufactured.

EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESNTATIONS OR IMPLIED WARRANTIES. NO PERSON IS AUHORIZED TO MAKE AND REPRESENTATIONS OR WARRANTY ON BEHALF OF STEELE FIRE APPARATUS, LLC. OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THE MANUFACTURER'S WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FOURTH HERIN ARE EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES, WHETHER ORDINARY, INCEDENTAL, OR CONSEQUENTIAL.

Commercial Chassis Component Warranty
The commercial chassis and all of the chassis related components will only be covered by the Chassis Manufacturer's warranty as provided to the vehicle manufacturer. A copy of the chassis manufacturer's warranty will be supplied to define additional details of the warranty provisions.

Items Excluded From Warranty
To better understand the warranty, the following is a description of some conditions that are not covered by this warranty.

Loose Fasteners:
Nuts, bolts, and screws may loosen due to road shocks, engine vibration, etc. Maintaining necessary tightness is your responsibility.
Glass and lens breakage and scratches. Chrome, aluminum, or stainless components with bright finishes - general rust and/or staining, bluing, or yellowing, rust pits and/or nicks caused by road debris, streaks, stains, and corrosion caused by severe wash solutions or road salts.

Other:
Some further examples that we are not responsible for are as follows: Traveling expense; Road calls; Unauthorized towing charges; Accident repairs, loss of apparatus use; Communications charges; Cost of rental equipment; Repair or replacement of items not furnished or installed by us. Road tests or Dynamometer testing.
Tires are covered by their respective manufacturer's warranty.

Modifications To Original Equipment
If dealers or customers cause any vehicle modifications or equipment installations to be performed and these modifications or installations adversely affect other vehicle components or vehicle performance, we will not accept any product liability or claims under the terms of this warranty. These claims and any required repairs would be the responsibility of the person doing the modification or installation.

Changes In Component Specifications
Specifications for components (make or model) installed on the apparatus, manufactured by companies other than the apparatus manufacturer are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the apparatus. The apparatus manufacturer will not be held liable for any specification deviations from original contract specifications on such components made by the original component manufacturer.

Water Tank Warranty
Manufacturer Limited Warranty and Notice of Disclaimer of Express and Implied Warranties. Manufacturer issues this limited warranty to the customer who is the original retail purchaser ("Customer") of a polypropylene tank (the "Tank") (10 to 4000) gallon. **10-year** warranty applies.

Fire Pump Warranty
Warranty products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of three (3) years. This limited warranty is effective only if the equipment or apparatus is used as directed, is not subjected to misuse, negligence, or accident, and is not altered, treated, or repaired by someone other than Hale or its designee. Items not manufactured by Hale shall bear only the limited warranties offered by their respective manufacturers.

Compliance
The fire apparatus shall be built to the purchaser's requirements in compliance to all State, Local, and Federal highway safety requirements. The vehicle is not intended to meet any or all standards of the NFPA.

Factory Fire Pump Test
The pump shall undergo a full in factory fire pump test, which shall be witnessed and certified test by the factory engineer, prior to delivery of the completed apparatus. The factory test acceptance certificate shall be furnished with the apparatus on delivery.

Road Test
A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time, the apparatus will show no loss of power. nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise.

Final Assembly and Apparatus Finishing Prep Specifications
The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be the highest-level fire apparatus manufacturing. standards. On completion, the apparatus shall be ready for final inspection and road testing as required by the general requirement section of this specified vehicle**.**

Chassis Preparation
The chassis cab shall be "prepped" for fire apparatus production as follows:

a) Wash and clean chassis
b) Weigh chassis for NFPA records
c) Quality control check-in.

Changes
Any changes to this proposal during the building process may result in an additional charge and could affect the delivery date.

Final Inspection (Manufacturing Plant)
Representatives from the purchaser shall be present at Steele Fire Apparatus's manufacturing facility in Haskell, Tx for final inspection of the apparatus.

Delivery Requirements
The apparatus shall be picked up at the manufacturer's plant by the purchaser unless otherwise stated in this proposal. The estimated delivery time for the completed apparatus is to be made approximately July - October 2025. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The company cannot be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Government Regulations that result in delayed delivery to our manufacturing facility of these specified materials.

Operation Manuals
The chassis manufacturer shall provide (1) operational manual.
A Fire Pump service, instruction, and operational manual shall be supplied.
A foam system service, instruction, and operational manual shall be supplied.

*Note The manuals may be supplied together in a notebook type binder or a compact disk (CD)

Terms of Payment
Terms of payment are only cash or equivalent **ON DELIVERY**, unless otherwise stated. Failure to do so may result in interest being applied to the amount owed.

Due to the daily rise in the cost of materials this proposal shall expire unless accepted within 25 days after the date set above. This expiration date may be extended, in writing, at the discretion of Steele Fire Apparatus.

Automotive Manufacturer Price Increases and Vendor Surcharges
Due to continuous frequent price increases and delayed deliveries, buyer will be made aware of any necessary price increases due to change in model year of chassis, materials and equipment surcharges, or any unforeseen related vendor price increases during the procurement of the specified equipment and materials listed in this proposal.

Cost for SFA Body Components and Listed Equipment – $210,000.00

Abilene Fire Department SFA Discount (Returning Customer 5%) - $10,500.00

Cost for 2025 Freightliner M2-106 Crew Cab AWD - $137,000.00

HGAC Fee - $1000.00

Total HGAC Contract Price - $337,500.00

HGAC Contract # -

Purchase Order will be issued to Houston Freightliner

Buyer

We accept the above proposal and enter into contract with signature below:

Dealer Rep: _____ Title: _____ Date: _____

Customer Rep: _____ Title: _____ Date: _____

SUPPLEMENT TO AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS AND _____ ("Company")

(1) **Verification Against Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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 agreement. The term "company" does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

(2) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

(3) **Verification Against Boycott of Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

(4) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Unless the company is not subject to a provision above, the signatory executing this Agreement on behalf of the company verifies that the company: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade

association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Steele Fire Apparatus, LLC
(printed name of company)

Tommie D. Isbell
(signature and printed name of signatory)
Tommie D. Isbell

2-15-24
(date of signature)

Prepared for:
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Prepared by:
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A proposal for
STEELE FIRE APPARATUS BB

Prepared by
LONESTAR TRUCK GROUP ABILENE
Jason Alford

Jan 22, 2024

Freightliner M2 106 Plus

Components shown may not reflect all spec'd options and are not to scale

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-28M	M2 PRL-28M (EFF:MY25 ORDERS)		
Data Version			
DRL-026	SPECPRO21 DATA RELEASE VER 026		
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-225	2025 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-020	EPA EMISSIONS CERTIFICATION FOR 50 STATE REGISTRATION - CARB EXEMPT, FIRE AND EMERGENCY VEHICLES ONLY (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
AF2-998	NONE		
A85-020	FIRE SERVICE		
A84-1EV	EMERGENCY VEHICLES BUSINESS SEGMENT		
AA4-002	LIQUID BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		

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	Data Code	Description	Weight Front	Weight Rear
	A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
	A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 0.0 lbs		
	A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 39000.0 lbs		
Truck Service				
	AA3-031	FIRE TANK - NO MAIN DRIVELINE DRIVEN SPLIT-SHAFT PTO/PUMP		
	A88-99D	EXPECTED TRUCK BODY LENGTH : 22.0 ft		
*	AF3-264	STEELE FIRE APPARATUS		
	AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine				
	101-3B0	CUM L9 360EV HP @ 2200 RPM, 2200 GOV RPM, 1150 LB-FT @ 1200 RPM, R/F/E	640	30
Electronic Parameters				
	79A-075	75 MPH ROAD SPEED LIMIT		
	79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
	79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
	79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
	79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM		
	79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
	79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
	79W-001	ONE TEM PTO SPEED		
	79X-005	PTO SPEED 1 SETTING - 900 RPM		
	80G-002	PTO MINIMUM RPM - 700		
	80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
	80S-020	PTO 1, WITH SWITCH, TEM SUPPLIED FEEDBACK AND INTERLOCKS, WITH PTO CONNECTIONS, ROLLING INTERLOCKS		
Engine Equipment				
	99C-024	EPA 2010/GHG 2024 CONFIGURATION		
	13E-005	OIL PAN FOR AWD AND AWD CONVERSIONS		
	105-001	ENGINE MOUNTED OIL CHECK AND FILL		

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Data Code	Description	Weight Front	Weight Rear
014-1BX	SIDE OF HOOD AIR INTAKE WITH NFPA COMPLIANT EMBER SCREEN AND FIRE RETARDANT DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-039	GVG, FIRE AND EMERGENCY SERVICE VEHICLES ENGINE WARNING		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-005	LH UNDER CAB DIESEL EXHAUST FLUID TANK LOCATION		

Data Code	Description	Weight Front	Weight Rear
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-060	HIGH SPEED AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-1KD	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
343-360	ALLISON VOCATIONAL PACKAGE 265 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL EVS		
84B-003	ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

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	Data Code	Description	Weight Front	Weight Rear
	84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
	84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
	353-073	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP		
	34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
	362-656	CUSTOMER INSTALLED MUNCIE A20 SERIES PTO		
	363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
	341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
	345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
	97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
	370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
	375-006	MERITOR MTC-4210 AND MTC-4213 TRANSFER CASE OIL COOLER	20	
	346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
*	373-047	MERITOR MTC 4210XL-EC 2-SPEED TRANSFER CASE	375	375
	376-008	TRANSFER CASE SHIFT CONTROLS IN DASH		
	35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

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	Data Code	Description	Weight Front	Weight Rear
Front Axle and Equipment				
*	400-1CA	MX-16-120 16,000# 1790MM KPI SINGLE FRONT DRIVE AXLE	1,310	
	398-488	4.88 FRONT AXLE RATIO		
	389-079	MXL 16T MERITOR EXTENDED LUBE FRONT STEERING AXLE DRIVELINE WITH HALF ROUND YOKES		
	402-086	MERITOR 16.5X6 Q+ MX DRIVE AXLE CAST SPIDER CAM FRONT BRAKES		
	403-026	FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING		
	419-015	MERITOR CAST IRON FRONT BRAKE DRUMS		
	427-001	FRONT BRAKE DUST SHIELDS		
	409-010	FRONT GREASE SEAL		
	416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
	405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
	536-012	TRW TAS-85 POWER STEERING	40	
	539-003	POWER STEERING PUMP		
	534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
	533-001	OIL/AIR POWER STEERING COOLER	5	
	40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension				
	620-026	16,000# TAPERLEAF FRONT SUSPENSION	200	
	619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
	410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment				
	420-265	RS-23-161 24,000# R-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE		200
	421-489	4.89 REAR AXLE RATIO		
	424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
	386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
	382-073	MXL 17T MERITOR EXTENDED LUBE INTERTRANSMISSION DRIVELINE WITH HALF ROUND YOKES		

Data Code	Description	Weight Front	Weight Rear
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-026	INDICATOR LIGHT AND BUZZER FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5 MPH OR LESS, DISENGAGE W/IGN OFF		
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-025	FIRE AND EMERGENCY SEVERE SERVICE NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1FX	23,000# AWD MULTI-LEAF SPRING REAR SUSPENSION		140
621-002	SPRING SUSPENSION - 1.00" AXLE SPACER		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
Pusher / Tag Equipment			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-001	STANDARD AIR SYSTEM PRESSURE PROTECTION AND 85 PSI PRESSURE PROTECTION FOR AIR HORN(S)		
413-002	STD U.S. FRONT BRAKE VALVE		

Data Code	Description	Weight Front	Weight Rear
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-058	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION		
477-011	PETCOCK DRAIN VALVES ON ALL AIR TANK(S)		
Trailer Connections			
481-998	NO TRAILER AIR HOSE		
476-998	NO AIR HOSE HANGER		
310-998	NO TRAILER ELECTRICAL CABLE		
Wheelbase & Frame			
545-470	4700MM (185 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	160	280
552-045	2025MM (80 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	100
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 72.24 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 67.74 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 294.13 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 89.74 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 44.59 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-60	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	

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	Data Code	Description	Weight Front	Weight Rear
	585-998	NO MUDFLAP BRACKETS		
	590-998	NO REAR MUDFLAPS		
	586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
	551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
	44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
*	601-020	3D STEP VEHICLE MODEL		
		WES@SFABRUSHFIRETRUCKS.COM		
	970-039	TANK BODY 1501 TO 3000 GALLONS		
	607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fifth Wheel				
	578-998	NO FIFTH WHEEL		
Fuel Tanks				
	204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
	218-005	RECTANGULAR FUEL TANK(S)		
	215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
	212-007	FUEL TANK(S) FORWARD		
	664-001	PLAIN STEP FINISH		
	205-001	FUEL TANK CAP(S)		
	122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
	216-020	EQUIFLO INBOARD FUEL SYSTEM		
	20E-004	AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK		
	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires				
	093-2CM	MICHELIN X WORKS XDY 315/80R22.5 20 PLY RADIAL FRONT TIRES	116	
	094-2CM	MICHELIN X WORKS XDY 315/80R22.5 20 PLY RADIAL REAR TIRES		232
*	510-2CM	MICHELIN X WORKS XDY 315/80R22.5 20 PLY RADIAL SPARE TIRE		116
Hubs				

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Data Code	Description	Weight Front	Weight Rear
418-015	MERITOR IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-356	ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM FRONT WHEELS	-28	
505-356	ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM REAR WHEELS		-56
511-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC SPARE WHEEL		83
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-079	154 INCH BBC HIGH-ROOF ALUMINUM CONVENTIONAL CREW CAB	430	250
650-008	AIR CAB MOUNTING		
705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS	2	
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
754-008	2-1/2 INCH FENDER EXTENSIONS	10	
678-001	LH AND RH GRAB HANDLES		
646-045	MOLD-IN COLOR GRILLE		
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-998	NO NOISE SHIELD-ENG COMPARTMENT		
727-1B0	DUAL 25 INCH ROUND STUTTER TONE HOOD MOUNTED AIR HORNS	8	
726-001	SINGLE ELECTRIC HORN		
728-002	DUAL HORN SHIELDS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-093	INTERGRAL LED HEADLIGHTS; NON-COMPLIANT WITH FMVSS 108 HEADLIGHT HEIGHT REQUIREMENT		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-017	INTEGRAL STOP/TAIL/BACKUP LIGHTS WITH 7 EXTRA FEET OF WIRE MOUNTED AT END OF FRAME		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		

Data Code	Description	Weight Front	Weight Rear
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
055-019	RUGGED TRIM PACKAGE		
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"		
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-026	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-035	LH AND RH KICKPLATES		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
720-002	2-1/2 LB. FIRE EXTINGUISHER	5	
714-001	FIRST AID KIT	2	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		

Data Code	Description	Weight Front	Weight Rear
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B2	PREMIUM LED CAB LIGHTING		
787-998	NO SECURITY DEVICE		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10	
756-1E7	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT WITH NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	50	
760-1E7	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	40	15
762-1E9	SEATS INC 911 UNIVERSAL SERIES SCBA NON SUSPENSION LH, RH AND CENTER REAR PASSENGER SEATS WITH UNDER SEAT STORAGE AND NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	60	25
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
755-014	BLACK CORDURA PLUS CLOTH REAR PASSENGER SEAT COVER		
763-105	NFPA 1901-2009 HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
106-002	ELECTRONIC ACCELERATOR CONTROL		

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Data Code	Description	Weight Front	Weight Rear
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
486-006	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM WITH (1) ADDITIONAL PARK SWITCH FOR CUSTOMER USE		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-020	IGNITION SWITCH WITH NON REMOVABLE KEY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
4C0-998	NO ADDITIONAL EXTRA SWITCH ACCUATORS		
48C-001	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH CAP		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
866-018	DIGITAL SINGLE REAR AXLE TEMPERATURE IN DRIVER DISPLAY WITH SENSOR SHIELD		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		

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Data Code	Description	Weight Front	Weight Rear
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-006	ELECTRONIC STABILITY CONTROL,4X2 W/SAFETY MIN BODY WEIGHT EXCEEDS 4,000LBS REQ		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
35M-010	QUICKFIT PROGRAMMABLE INTERFACE MODULE	10	
786-119	NFPA VEHICLE DATA RECORDER AND SEATBELT DISPLAY		
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE		
746-136	AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10	
747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-998	NO AM/FM RADIO ANTENNA		
75W-002	SHARKFIN MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-303	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT		
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
264-021	(1) LH FOOT SWITCH WITH DASH SWITCH FOR HORN BUTTON TO CONTROL AIR HORN, DEFAULT TO ELECTRIC <85 PSI		
883-998	NO TRAILER HAND CONTROL BRAKE VALVE		

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	Data Code	Description	Weight Front	Weight Rear
	836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
	660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
	304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
	27D-004	ALTERNATING FLASHING HEADLAMP SYSTEM WITH BODY BUILDER CONTROLLED ENGAGEMENT		
	882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
	299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
	298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
Design				
	065-000	PAINT: ONE SOLID COLOR		
Color				
	980-6I2	CAB COLOR A: L3781EY VIPER RED ELITE EY		
	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
*	96F-976	POWDER BLACK (N0001EA) SPARE WHEEL/RIM (PKBLK21, BK, PB1)		
	969-998	NO CAB/BODY EXTERIOR DECALS		
	963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance				
	996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options				
*	999-080	ELECTRONIC STABILITY CONROLS IS DISBALED WHEN ALL WHEEL DRIVE MODE IS ENABLED		
Sales Programs				
		NO SALES PROGRAMS HAVE BEEN SELECTED		

T O T A L V E H I C L E S U M M A R Y

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Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	9430 lbs	5323 lbs	14753 lbs
Total Weight+	9430 lbs	5323 lbs	14753 lbs

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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Q U O T A T I O N

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM L9 360EV HP @ 2200 RPM, 2200 GOV RPM, 1150 LB-FT @ 1200 RPM, R/F/E
ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION
RS-23-161 24,000# R-SERIES FIRE/EMERGENCY SERVICE SINGLE REAR AXLE
23,000# AWD MULTI-LEAF SPRING REAR SUSPENSION
MX-16-120 16,000# 1790MM KPI SINGLE FRONT DRIVE AXLE
16,000# TAPERLEAF FRONT SUSPENSION
154 INCH BBC HIGH-ROOF ALUMINUM CONVENTIONAL CREW CAB
4700MM (185 INCH) WHEELBASE
NO FIFTH WHEEL
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
2025MM (80 INCH) REAR FRAME OVERHANG

			PER UNIT		TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	135,924	$	135,924
EXTENDED WARRANTY		$	0	$	0
DEALER INSTALLED OPTIONS		$	0	$	0
CUSTOMER PRICE BEFORE TAX		**$**	***135,924***	**$**	***135,924***
TAXES AND FEES					
FEDERAL EXCISE TAX (FET)		$	0	$	0
TAXES AND FEES		$	0	$	0
OTHER CHARGES		$	0	$	0
TRADE-IN					
TRADE-IN ALLOWANCE		$	(0)	$	(0)
BALANCE DUE	**(PRICE IS TRUCK ONLY, NO STATE TAXES OR FEES)**	**$**	**135,924**	**$**	**135,924**

***SUBJECT TO FACTORY RAW MATERIAL SURCHARGES & FREIGHT INCREASES**

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PAYMENT TERMS & OTHER

The customer agrees to accept delivery of the new trucks applicable to this Agreement promptly upon availability from Lonestar Truck Group. Funding of these trucks is due net 15 days upon delivery. Any unit that remains unfunded beyond the 15 days the customer shall re-imburse Lonestar Truck Group for flooring and insurance cost(s) for each day starting on day (16) until the unit is completely funded. Flooring and insurance costs are calculated using prime interest rate plus a factor for insurance carrying costs and applies to each VIN for each day after (16) days until funded. This may be billed to the customer on a monthly basis or the costs can be added to the final sales price of each serial number that it applies to.

For Chassis that qualify for (60) days flooring assistance (strait trucks without 5th wheels) any unit that remains unfunded the customer shall re-imburse Lonestar Truck Group for flooring and insurance costs for each day starting on day (61) until the unit is completed at upfitter or delivered to the customer and the unit is funded.

APPROVAL:
Please indicate your acceptance of this quotation & specification by signing below:

Customer: X_____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.
Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

2024 Brush Truck Purchase

February 2024

CITY OF ABILENE TEXAS

PURCHASE

- Steele Fire Apparatus, LLC
  - Haskell, Texas
  - Specialize in custom-built fire apparatus
  - Built AFD Brush 1 and 3

- Fire Station 9 Brush Truck
  - Addition of new station requires additional fire apparatus
  - All AFD fire stations are equipped with brush trucks
  - Brush 9 will have a larger tank so the chassis is larger
    - 1000 gallons
    - Brush 1 and 3 are 500 gallons

CITY OF ABILENE TEXAS

APPARATUS REPLACEMENT PLAN

- Fire Apparatus Replacement Plan
  - Projected for apparatus replacement through 2052
  - Additional funds were added for Engine 9 and Brush 9

- Purchase Considerations
  - Current build estimate from Steele Fire Apparatus is 10 - 12 months
  - Chassis would arrive in March 2024
  - Brush 9 would arrive prior to the opening of Fire Station 9

CITY OF ABILENE TEXAS

FUNDING IMPACT

- HGAC Pricing
  - Guaranteed Best Pricing
- Funding will come from the AFD Fire Apparatus Fund
  - $337,500.00 will be paid upon receipt of the vehicle
- Total Contract Price is $337,500.00

CITY OF ABILENE TEXAS

END

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **19. Ordinance (First Reading) CUP-2024-01: Receive a Report, Hold a Discussion Take Action on A Request From The Owner, Represented By Enprotec/Hibbs & Todd, Inc., To Apply A Conditional Use Permit To Approximately 25.44 Acres Zoned Agricultural Open (AO) To Allow For An RV Park. Located At 9017 West Lake Road. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property is 25.44 acres out of the F. Sieberman Survey #12. The applicant proposes a 60 space RV Park that includes: a dog park, playground, garden, a pool, and a butterfly observatory. The applicant proposes to develop the park in phases.

SPECIAL CONSIDERATIONS

All the surrounding properties are zoned Agricultural Open (AO). In July 2023, a Conditional Use Permit was approved for an RV Park in AO zoning approximately 5 miles south of this location.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval,** subject to compliance with Site Plan review requirements and the following condition:

1. The proposed RV Park shall be developed and used in accordance with the Plan of Operation and Park Rules submitted by the applicant, as shown in the proposed

ordinance.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. park rules
4. plan of operations
5. Presentation

ORDINANCE NO. _____

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 A 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 23 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 Two Thousand Dollars ($2,000.00). 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 22nd day of February, 2024.

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 19th day of January, 2024, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 14th day of March, 2024, 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 14th day of March, 2024.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

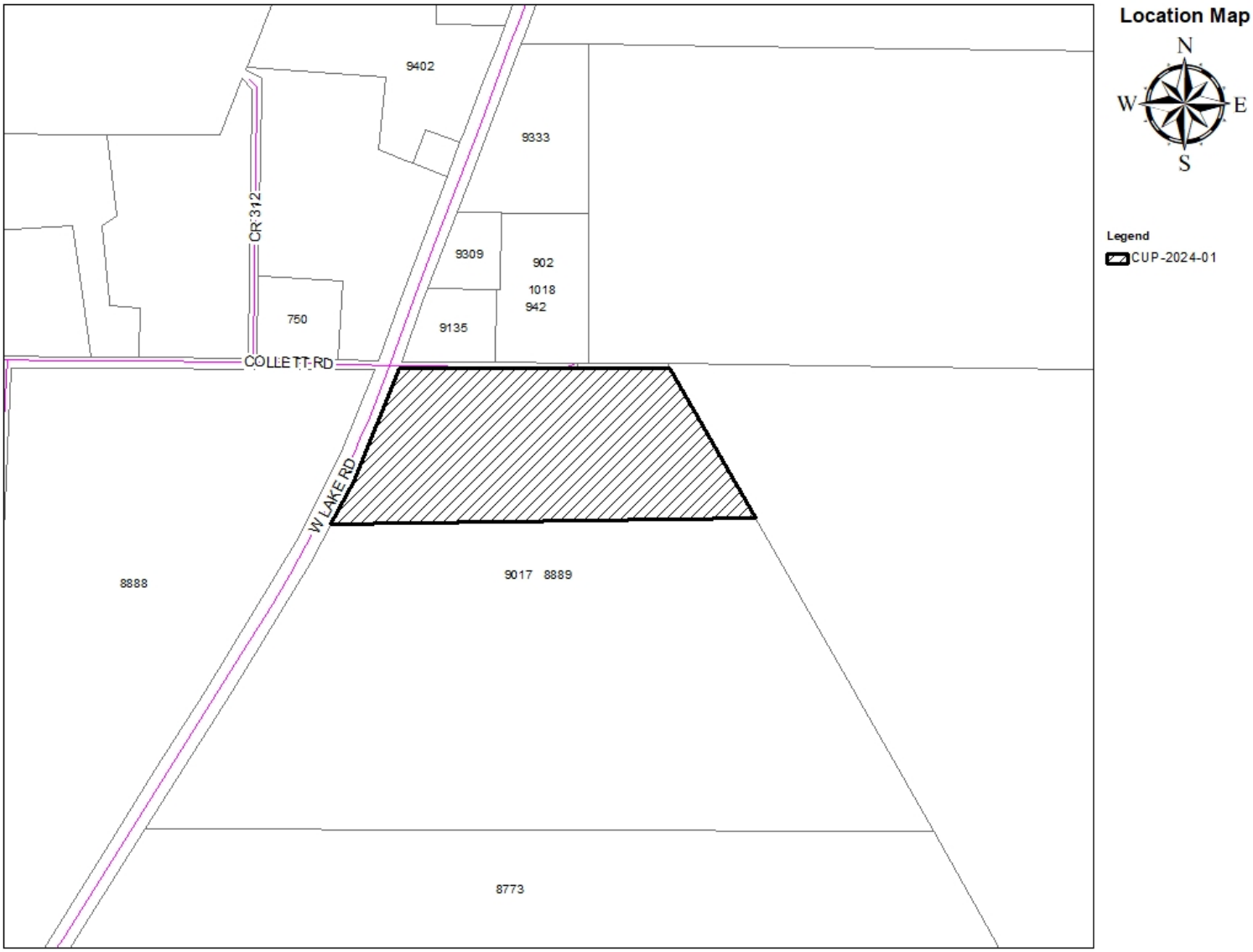
Approve a Conditional Use Permit (CUP) on a site zoned Agricultural Open (AO) to allow for an RV Park on approximately 25.44 acres.

The Conditional Use Permit is subject to compliance with the following conditions:

1. The RV Park shall operate in accordance with the submitted Plan of Operation **(EXHIBIT B).**
2. The RV Park shall operate in accordance with the submitted Park Rules **(EXHIBIT C).**
3. The RV Park shall be limited to 60 pad spaces.
4. Requirements set forth during the official Site Plan Review.

Legal description being 25.44 acres of F.Sieberman Survey #12, Abilene, Jones County, Texas.

Located at 9017 West Lake Road, Abilene, Taylor County, Texas.



Abilene Butterfly RV Resort
Plan of Operation

The proposed RV park will consist of approximately 60 RV spaces when fully built out. The site will have a main office building that will also contain laundry and restroom facilities. Other amenities at the RV park will be a dog park, playground, garden, and pool. A planned future addition includes an indoor butterfly conservatory where visitors my come and tour various exhibits. Site utilities will consist of water, sewer, electric, and wifi service to each RV space as well as exterior lights.

Hours of operation of the RV park will be 7:00 am to 7:00 pm. The site amenities such as the dog park, playground, pool, etc. will have hours from 10:00 am to 8:00 pm. The RV park will have quiet hours from 10:00 pm to 7:00 am daily. See Park Rules for other items.

In order to mitigate disturbances to adjoining neighbors, the site will maintain a minimum of a 50 foot buffer from Collet Road and the existing mature trees along this road will remain. New trees will be spaced every 20' on the south property line to provide some screening.

The site will adhere to all City of Abilene development regulations, specifically Section 4.2, Division 11 in regard to vacation travel trailer/recreational vehicle parks, and Section 4.2, Division 7 in regard to site lighting. Lights will be designed to minimize the lighting impact to surrounding properties and the nearby Lake Fort Phantom.

Abilene Butterfly RV Resort
Park Rules

For the RV portion:

1. Operating times for the office would be 7am-7pm.
2. Quiet hours would be 10pm-7am. No loud music/noises that are a nuisance to other guests.
3. Dogs will be leashed at all times unless in the fenced dog park. Current certificate of shots are required for presentation to the front office upon check-in. Pets are not welcome in the pool area. Pet waste will be picked up immediately and disposed of properly. Pet waste will not be performed in any building, meadow, bush, tree or conservatory. Violators will be fined and repeat offenders risk being ejected without refund.
4. Barking or aggressive dogs will be required to leave the park if they become a common nuisance to other guests. Dogs cannot be kept leashed outside without an owner present.
5. Paths surrounding the resort are private, vehicle use on these areas is restricted to staff members.
6. Age and aesthetic recreational vehicles preferred. 15 years old or newer. Exceptions are on a case-by-case basis from company management.
7. Members staying a month or longer will be background checked. We reserve the right to not provide service at our choice.
8. No walking into non-pathed areas of the butterfly wildflower meadow or conservatory. Obey all barriers, railings and posted signs. Do not pick flowers or touch the plants, they are for the wildlife. Destruction of a plant will result in a fine and possible ejection without refund.
9. Do not remove butterflies from meadows or exhibit areas, even if they are dead.
10. Children under the age of 14 are required to be supervised at all times. Climbing trees, throwing stones, and play that may cause injury to persons and property is not permitted.
11. All visitors that are not clients are required to check in and register at the office.
12. Gates to the property will be closed from 7pm - 8am. A code to open the gate will be provided to clients/registered visitors.
13. Any behavior that threatens or is harmful to a visitor, staff, animal or disrupts another clients enjoyment could result in the violator being ejected without refund. This includes loud, boisterous, threatening, abusive, insulting and indecent language, as is disorderly conduct.
14. Speed limit is 5 mph. No speeding or off-roading is permitted. This is strictly enforced.
15. Smoking/vaping/chewing tobacco is prohibited in all buildings, playgrounds, and dog parks and within 50 feet of them. This also includes the butterfly conservatory and meadows. All smoking/vaping/chewing tobacco materials must be disposed in proper receptacles. Do not throw them on the ground, to include the site area.
16. Do not feed or handle wildlife, including butterflies. Do not harass or approach wild animals. Notify staff members of wild animals.
17. Do not take wildlife including insects, caterpillars, chrysalids, butterflies and moths.
18. No solicitation or sale of any goods, products or services is allowed without full written consent from the company management.
19. All RV's must be fully self-contained, well-kept, and in good condition.
20. Each site is charged for 1 RV, 2 vehicles (golf cart not included), 2 adults, 2 children, 1 pet (dog/cat). A maximum of 6 total persons per site per day allowed. No parking on vacant or undeveloped sites, or on the grass/landscaped areas. Additional vehicles will be parked in a designated storage area. Additional persons, vehicles, and pets may be allowed with approval of management and will include additional charges. The fee schedule may be updated by management as necessary.
21. No clotheslines, freezers, refrigerators, fencing, barriers, pallets, dog kennels/pens/runs allowed.
22. All water hoses and sewer lines must be free from leaks.
23. No discharging or use of fireworks are allowed. Firearm use is strictly prohibited unless you determine it necessary for legal self-defense and you accept full-responsibility for the firearms use.

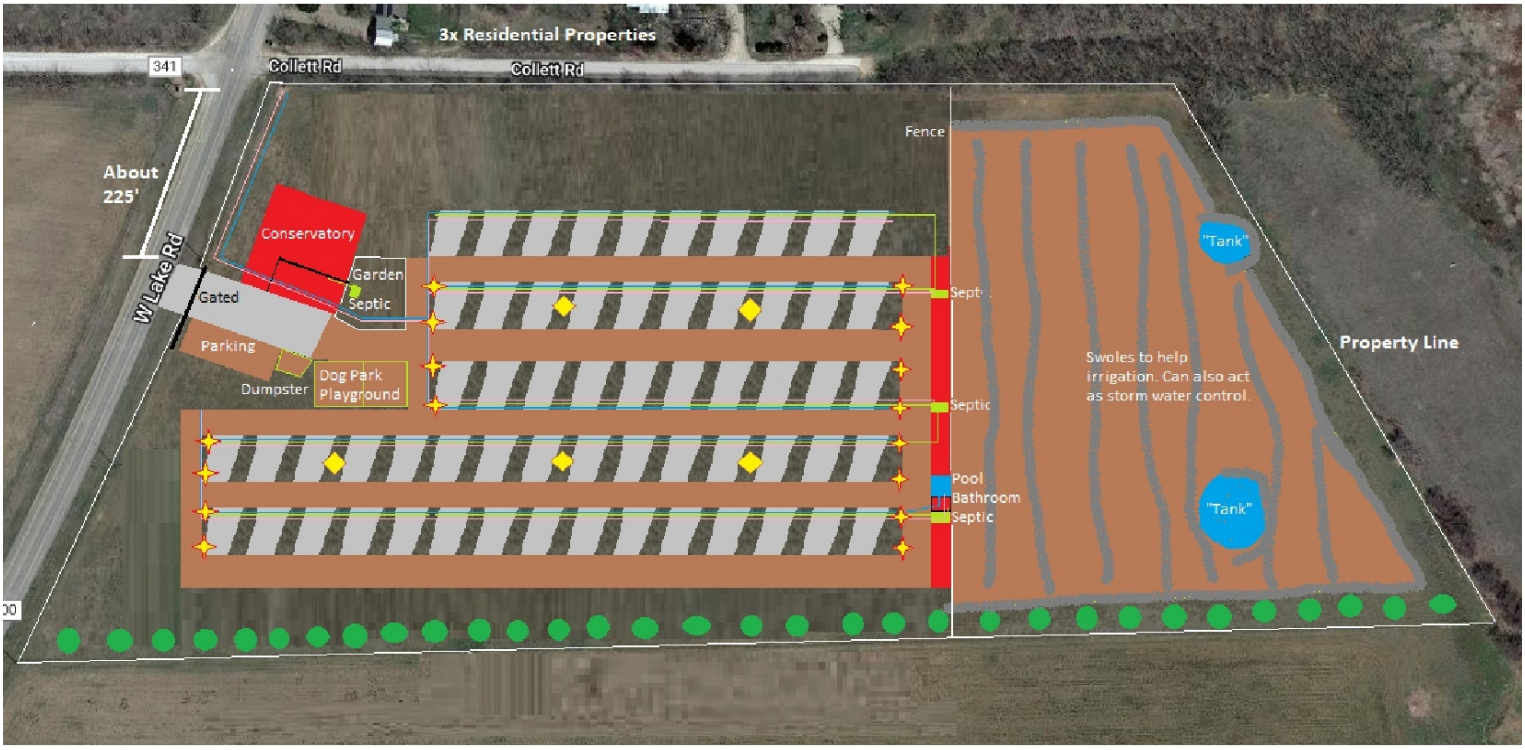
24. Alcohol is not permitted in any common area without full written consent from the company management.
25. Zero-tolerance for illegal/criminal/drug related activities. It will result in a fine and ejection without refund. All damages will be included in the fine.
26. All persons must have a valid drivers license to operate ANY motorized vehicle on the property (including golf carts).
27. No repairs or washing of vehicles or RV's is allowed without full written consent from the company management.
28. Damage to the company property, including but not limited to restrooms, utilities, offices, landscaping, vehicles, street lights, wifi towers, or signage is strictly prohibited. Clients will be held responsible for the repair of any damages.
29. We reserve the right to refuse service to anyone, and the right to refuse any RV that is not in good appearance or age. No refunds if you choose to shorten your stay or have to be asked to leave due to violation of rules. Rules are designed for safety, convenience, and a clean resort for clients enjoyment. We are a service oriented business and therefore we do not have a landlord/tenant relationship/agreement with any daily/weekly/monthly/yearly clients.
30. Pool hours are from 10am-8pm. No lifeguard. All children will be accompanied by an adult.

For the Conservatory portion (including the above):

1. Food and drinks are not allowed in the exhibit. Smoking/vaping/chewing tobacco are not allowed in the conservatory.
2. Do not pick up or handle insects unless a staff member invites you to do so.
3. Strollers and wagons are not allowed in the conservatory. They pose an escape risk for butterflies.
4. Butterfly Conservatory will follow the rules of federal regulations.
5. The use of scooters, bicycles, hover boards, skate boards, roller blades (list not inclusive) are prohibited.
6. Photography and filming: Personal use only. Any use, reuse, or reproduction for commercial purposes is prohibited without full written consent from the company management.

More rules to consider:

1. Vistors and clients enter at their own risk. The owner, management, office personnel of the company will not be responsible for any loss, theft, injury, accident, fire, illegal/criminal activity or damage to visitors, clients, animals, personal property, personal vehicles, and personal items.
2. Be aware of wildlife. We are not responsible for injuries from animals, reptiles, mammals, or insects. Do not feed wildlife and do not leave food outside for any animals.
3. Property rules, regulations, and rates may be changed at any time without prior notice.


3x Residential Properties
341
Collett Rd
Collett Rd
Fence
About
225'
Conservatory
Garden
Septic
W Lake Rd
Gated
Parking
Dumpster
Dog Park
Playground
Septic
Septic
Pool
Bathroom
Septic
"Tank"
"Tank"
Swoles to help
irrigation. Can also act
as storm water control.
Property Line

END

ZONING CASE CUP-2024-01
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: February 6, 2024
City Council 1st Reading: February 22, 2024
City Council 2nd Reading: March 14, 2024

Applicant
Owner: Cedric & Kelti De Bourbon-Poisson
Agent: Enprotec/Hibbs & Todd Inc.

Case Manager
Mason Teegardin – Planner

Request
Apply a Conditional Use Permit to approximately 25.44 acres zoned Agricultural Open (AO) to allow for an RV Park.

Location
9017 West Lake Road, Abilene, Jones County, Texas.

Background
The subject property is 25.44 acres out of the F. Sieberman Survey #12. The applicant proposes a 60 space RV Park that includes: a dog park, playground, garden, a pool, and a butterfly observatory. The applicant proposes to develop the park in phases. A Plan of Operation describing the proposed uses and phasing schedule is attached with this report.

Existing Uses/Zoning
All the surrounding properties are zoned Agricultural Open (AO). In July 2023, a Conditional Use Permit was approved for an RV Park in AO zoning approximately 5 miles south of this location.

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 Map recommends Very Low Residential. It is common for RV Parks to be located within Agricultural Open (AO) zoning.

2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations**
   The proposed use, as detailed, is consistent with the surrounding uses and zoning district regulations. The maximum size density for RV Parks is 12 units per acre. The applicant is proposing 60 units on approximately 25 acres. This would generally be consistent with Very Low Residential zoning.

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.**
   The use should not negatively affect the surrounding uses to the north, south, east or west.

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 generate more traffic but it should not be conflicting or hazardous to the existing traffic located within the area.

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.**
   The proposed use does not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site.

6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
   The use does generate visual impacts for the surrounding areas. However, the applicant is proposing a 50' buffer along Collett Road, as well as trees evenly spaced along the southern property line.

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.**
   The use would comply with all applicable LDC requirements. A Site Plan review is required at this location because it will be a new development on a previously undeveloped lot.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval,** subject to compliance with Site Plan review requirements and the following condition:

1. The proposed RV Park shall be developed and used in accordance with the Plan of Operation and Park Rules submitted by the applicant, as shown in the proposed ordinance.

Attachments

- Plan of Operation
- Proposed Park Rules

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
	0		
COLLETT WENDELL & ENA BEE	0	1018 COLLETT RD	
COLLETT WENDELL & ENA BEE	0	942 COLLETT RD	
COLLETT WENDELL & ENA BEE	0	902 COLLETT RD	
	0		
TUTT RONNY & JANET	0		
HAGAR RONNIE & BETTY	0	8888 W LAKE RD	
MEADOR LESTER DALE &	0	9135 W LAKE RD	
POWERS FOUNDATION	0	9017 W LAKE RD	
POWERS FOUNDATION	0	8889 W LAKE RD	

SITE LAYOUT – PHASE 1

Line Legend:

- Electricity
- Water
- Septic

Notes:

1. Individual RV Sites: Refer to RV Site Layout
2. All roads in brown are 30' wide, non-dust producing, and allow a semi-trailer to drive through.
3. Septic systems are aerobic. Water will be used on flower gardens.
4. Total of 30 RV sites will be built with full hook ups. 50 amp.
5. The office building will be 60' from the property line. Refer to office layout (it also has a laundry room and bathrooms).
6. The entrance to the property will be 40' wide concrete or asphalt.

SITE LAYOUT – FULL BUILD

LOCATION MAP

ZONING MAP

Zoning Map
N
W
E
S
Legend
CUP-2024-01
Arterial
Arterial
AO - Agricultural Open Space
GC : General Commercial
9402
GC
9333
CR 312
9309
902
1018
942
750
9135
COLLETT RD
W LAKE RD
AO
8888
9017
8889
8773

Abilene Butterfly RV Resort
Park Rules

For the RV portion:

1. Operating times for the office would be 7am-7pm.
2. Quiet hours would be 10pm-7am. No loud music/noises that are a nuisance to other guests.
3. Dogs will be leashed at all times unless in the fenced dog park. Current certificate of shots are required for presentation to the front office upon check-in. Pets are not welcome in the pool area. Pet waste will be picked up immediately and disposed of properly. Pet waste will not be performed in any building, meadow, bush, tree or conservatory. Violators will be fined and repeat offenders risk being ejected without refund.
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More rules to consider:

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2. Be aware of wildlife. We are not responsible for injuries from animals, reptiles, mammals, or insects. Do not feed wildlife and do not leave food outside for any animals.
3. Property rules, regulations, and rates may be changed at any time without prior notice.

Abilene Butterfly RV Resort
Plan of Operation

The proposed RV park will consist of approximately 60 RV spaces when fully built out. The site will have a main office building that will also contain laundry and restroom facilities. Other amenities at the RV park will be a dog park, playground, garden, and pool. A planned future addition includes an indoor butterfly conservatory where visitors my come and tour various exhibits. Site utilities will consist of water, sewer, electric, and wifi service to each RV space as well as exterior lights.

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CONDITIONAL USE PERMIT

Case:	CUP-2024-01
Agent:	Enprotec/Hibbs & Todd Inc.
Request:	Apply a Conditional Use Permit to approximately 25.44 acres zoned Agricultural Open (AO) to allow for an RV Park
Location:	9017 West Lake Road
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	February 6, 2024
Council Hearing:	February 22, 2024
	March 14, 2024

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

Aerial Map

N
W
E
S

Legend

CUP-2024-01

CourierParcels

CITY OF ABILENE TEXAS

ZONING MAP

CITY OF ABILENE TEXAS

SITE LAYOUT – PHASE 1

Line Legend:

Electricity

Water

Septic

Notes:

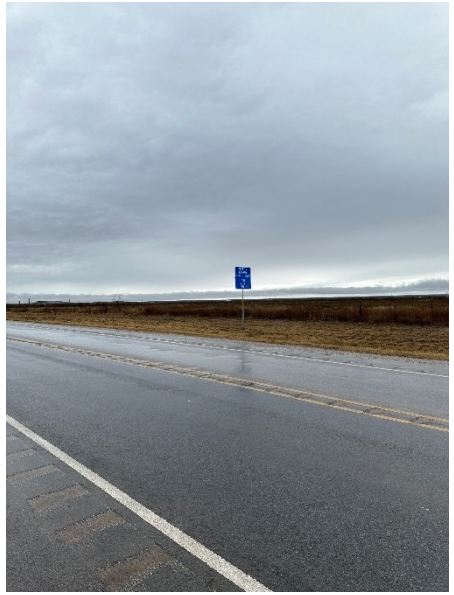
1. Individual RV Sites: Refer to RV Site Layout
2. All roads in brown are 30' wide, non-dust producing, and allow a semi-trailer to drive through.
3. Septic systems are aerobic. Water will be used on flower gardens.
4. Total of 30 RV sites will be built with full hook ups. 50 amp.
5. The office building will be 60' from the property line. Refer to office layout (it also has a laundry room and bathrooms).
6. The entrance to the property will be 40' wide concrete or asphalt.

CITY OF ABILENE TEXAS

SITE LAYOUT – FULL BUILD

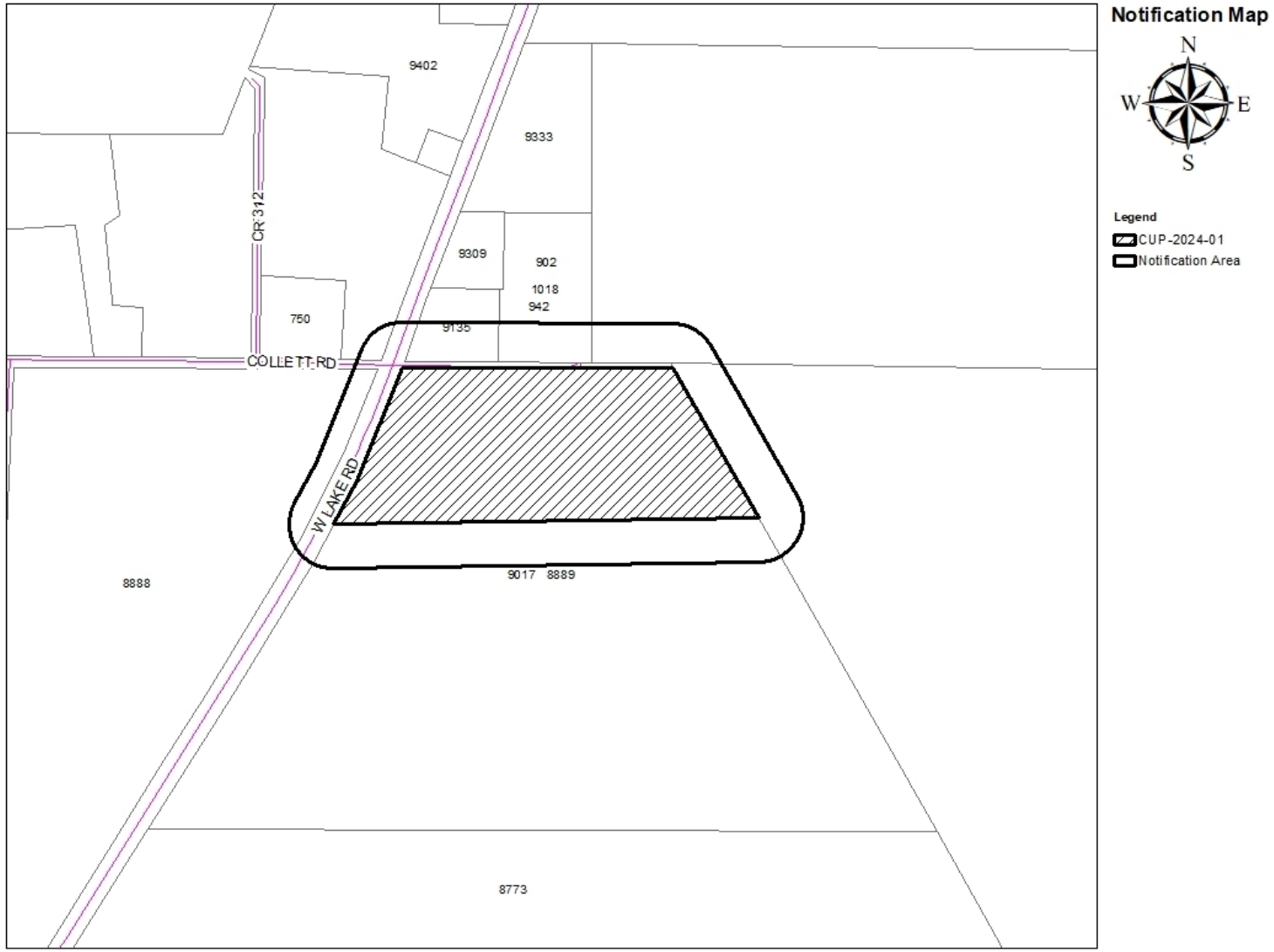
CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY



CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0- In Favor-

0- Opposed-

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATION

The request is consistent with:

- The *Comprehensive Plan;*
- The surrounding uses and zoning;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation:

Approval subject to the proposed Plan of Operation and "Park Rules" provided by the applicant.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **20. Ordinance (First Reading) Z-2024-04: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, Represented By Geotex Property Solutions, LLC, To Change The Zoning Of Approximately 1.28 Acres From Agricultural Open (AO) To Mobile Home (MH). Located Within The 7500 Block Of West Lake Road. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property has remained vacant since annexation. The owner proposes to rezone the site to the Mobile/Manufactured Home zoning district.

SPECIAL CONSIDERATIONS

Properties zoned AO zoning surround the property. Two properties zoned MH are located to the east and southeast are located in the immediate vicinity of the subject property. Nearby existing land uses include agricultural uses, two manufactured homes, and the Texas State Veterans Cemetery at Abilene.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 7-0.

ATTACHMENTS:

1. Z-2024-04 Ordinance
2. Z-2024-04 Staff Report
3. Project Overview
4. Z-2024-04

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 Two Thousand Dollars ($2,000.00). 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 22nd day of February, 2024.

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 19th day of January, 2024, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 22nd day of February 2024, 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 14th day of March, 2024.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land, from the Agricultural Open (AO) district to the Mobile/Manufactured Home (MH) district.

BEING 1.28 acres out of Section 46, Block 16, T. & P. RR. Company Surveys, Jones County, Texas, said 1.28 acres being part of a 24.48 acre tract recorded in Instrument No. 182151, Official Public Records, Jones County, Texas and being more particularly described as follows:

BEGINNING at a 3/8" rebar found at the northwest corner of Lot 1, Block A, Section 3, Gonzales Subdivision, as shown by plat recorded in Slide 400, Plat Records, Jones County, Texas, for the southeast corner of this tract;

THENCE N89°22'31"W 177.66 feet, over and across said 24.48 acre tract, to a 3/8" rebar set for the most southerly southwest corner of this tract;

THENCE N0°48'49"E 225.27 feet, over and across said 24.48 acre tract, to a 3/8" rebar set for an interior corner of this tract;

THENCE N89°22'31"W 175.68 feet to a 3/8" rebar set on the EBL of West Lake Road (100 foot right-of-way - AKA F.M. Highway 600), for the most westerly southwest corner of this tract, whence a 3/8" rebar found on the SBL of said Section 46, and on the EBL of said road and the NBL of Comanche Trail (80 foot right-of-way), at the southwest corner of said 24.48 acre tract bears S1°04'52"W 425.0 feet;

THENCE N1°04'52"E 45.0 feet, along the EBL of West Lake Road, to a 3/8" rebar set on the WBL of said 24.48 acre tract, for the northwest corner of this tract;

THENCE S89°22'31"E 353.13 feet, over and across said 24.48 acre tract, to a 3/8" rebar set for the northeast corner of this tract;

THENCE S0°48'49"W 270.16 feet, over and across said 24.48 acre tract, to the place of beginning and containing 1.28 acres of land.

Surveyed on the ground April 19, 2023.

END

ZONING CASE Z-2024-04
STAFF REPORT

Scheduled Hearings
Planning & Zoning Commission: February 6, 2024
City Council 1st Reading: February 22, 2024
City Council 2nd Reading: March 14, 2024

Applicant
Owner: Antonio and Elizabeth Gonzales
Agent: Geotex

Case Manager
Adam Holland – Planner

Request
Rezoning of approximately 1.28 acres from Agricultural Open (AO) to Mobile/Manufactured Home (MH).

Location
7500 Block of W Lake Road

Background
The subject property has remained vacant since annexation. The owner proposes to rezone the site to the Mobile/Manufactured Home zoning district.

Zoning, Existing and Proposed Land Use
Properties zoned AO zoning surround the property. Two properties zoned MH are located to the east and southeast are located in the immediate vicinity of the subject property. Nearby existing land uses include agricultural uses, two manufactured homes, and the Texas State Veterans Cemetery at Abilene.

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.

The Future Land Use Map (FLUM) recommends very low-density residential use for this property. The comprehensive plan identifies MH zoning as a secondary zoning consideration for this category of land use. The owner intends to place one manufactured home on this property, resulting in a density of approximately of one (1) unit per acre, which is low-density.

(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.

The proposed MH zoning is consistent with the uses and zoning in the immediate vicinity of the subject 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.

This property is served by nearby water lines and will require a septic system.

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

None known.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval.**

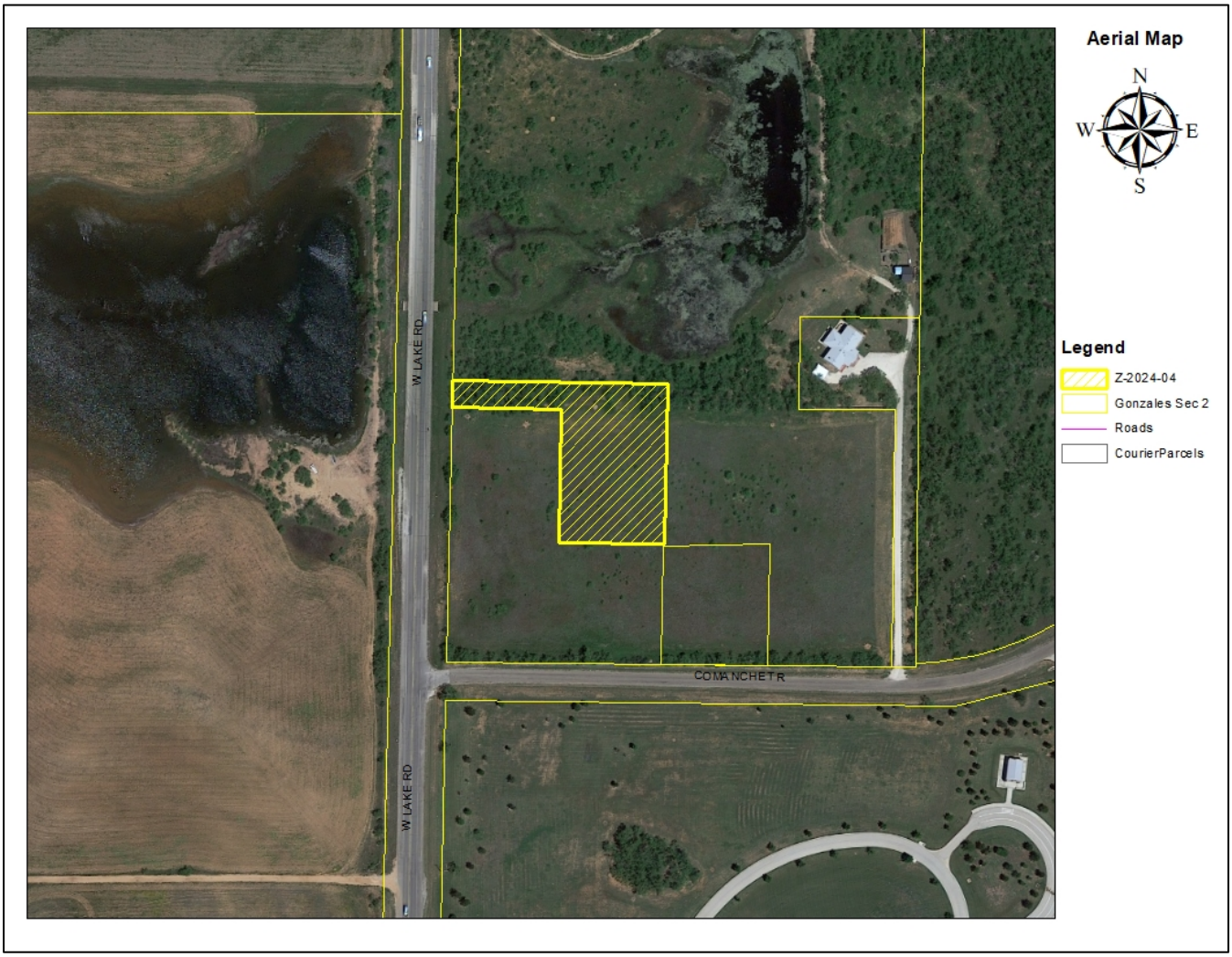
Notification

TABLE 1

Owner & Prop ID

Owner	Property ID	Situs	Response
REVES ROBERT L	**20361**	7450 W LAKE RD	
SHAMBLIN DAVID J & CAROL A	**54279**	340 COMANCHE TR	

LOCATION MAP



ZONING MAP

Zoning Map
N
W
E
S
Legend
Z-2024-04
Gonzales Sec 2
AO - Agricultural Open Space
MH: Manufactured/... Home
Roads
CourierParcels
AO
AO
MH
W LAKE RD
W LAKE RD
COMANCHE TR

PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2024-04 (AO to MH)
ID # 23-000246 | **Started** 12/21/2023 at 10:04 AM

Address

340 Comanche, Abilene, TX USA 79601

Legal

No legal information

Description

Rezonpproperty in North Abilene

PROPERTY DETAILS

No data for Property Details.

PROPERTY ADDITIONAL INFORMATION

No data for Property Additional Information.

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Kelsey Williams	kelsey@geotexsolutions.com 3256776712	209 South Pioneer 2 Abilene, TX 79605	Surveyor	Contractor
Shamblin David J & Carol A % Gonzales Antonio P & El	-	350 Comanche Trl Abilene, TX 79601-8267	-	APPLICANT

INFORMATION FIELDS

Owner Name
Antonio Gonzales

Agent Name
Geotex

Block
-

Lot
-

Acreage
-

Legal Description of property
T&P RR Company Survey 16

Subdivision Name
-

Current Zoning
AO

Proposed Zoning
MH

Agree to Terms
YES

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
23-008069	12/26/2023	Kelsey Williams	$ 1,500.00	$ 1,500.00	$ 0.00

Fees	Account No	Total	Paid	Due
Zoning - Zone change request	1004002-42001	$ 1,500.00	$ 1,500.00	$ 0.00

Receipts

23-007098

TOTALS	$ 1,500.00	$ 1,500.00	**$ 0.00**

REZONE REQUEST

Case:	Z-2024-04
Owner:	Antonio and Elizabeth Gonzales
Agent:	Geotex
Request:	Rezone from AO to MH
Location:	West of 350 Comanche Trail
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	February 6, 2023
City Council Hearing:	February 22, 2023
	March 14, 2023

CITY OF ABILENE TEXAS

LOCATION MAP

CITY OF ABILENE TEXAS

ZONING MAP

CITY OF ABILENE TEXAS

Permitted Uses in AO Zoning

RESIDENTIAL USES:

C	Bed & Breakfast
P	Dwelling– Industrialized Housing Unit
P	Dwelling – Single-Family Detached
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	Animal Lot
P/C	Day Care Operation – Home-Based*
P	Dwelling – Accessory*
TP	Field Office or Construction Office (temporary)*
P	Freight Container*
P	Garage Sale
P	Home Occupation
C	Mobile Home (permanent security residence)
C	Mobile Home (temporary security residence)
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:

p	Civic, Social, and Fraternal Organization
P	Fairgrounds/Rodeo
C	Motorized Racing
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)
P	Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
C	Correction, Detention, or Penal Facilities
P	Fire/Police Station
C	Military and Armed Forces Reserve Center
C	Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	School: Public/Private

SERVICE

C	Kennel (with outdoor pens)
P	Kennel (without outdoor pens)
P	Veterinary Service (all size animals)

TRADE – RETAIL USES

C	Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C	Airport, Heliport and Flying Field Terminals – Commercial
C	Antenna Tower – Commercial
P	Public Utility Facility
C	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Farming, Ranching & Livestock, Hatchery
C	Mining
C	Petroleum or Gas Well
P	Urban Garden

LEGEND

P	**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)**
C	**Permitted as a Conditional Use Permit, Requiring Approval by City Council**
TP	**Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment**

CITY OF ABILENE TEXAS

Permitted Uses in MH Zoning

RESIDENTIAL USES:

P	Dwelling – Industrialized Housing Unit
P	Dwelling – Manufactured Home (HUD-Code)
P	Dwelling – Mobile 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
C	Mobile Home (temporary security residence)
C	Mobile Home or Temporary Building (Office for sales and service)
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
P	Recreation – Outdoors (passive)
C	Recreation – Outdoors (active)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Homeless/Emergency Shelter

EDUCATIONAL AND RELIGIOUS USES:

P	Church or Place of Worship
P	School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility
P	Petroleum or Gas Well*
P	Urban Garden

LEGEND

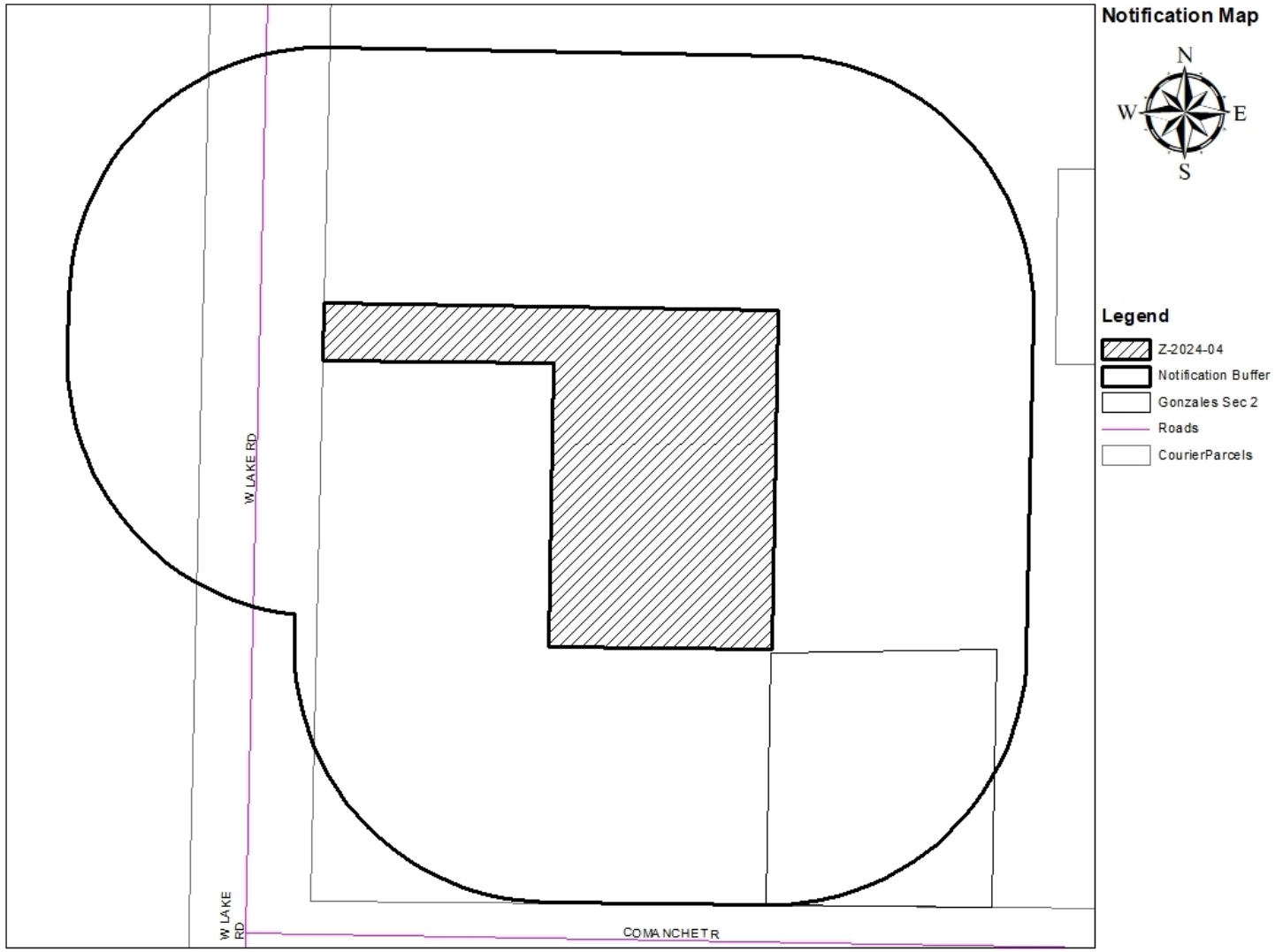
P	**Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)**
C	**Permitted as a Conditional Use Permit, Requiring Approval by City Council**
TP	**Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment**

CITY OF ABILENE TEXAS

VIEWS OF SUBJECT & NEIGHBORING PROPERTIES

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0- In Favor-

0- Opposed-

0% Opposed

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The proposed request for MH rezoning is *consistent* with:

- The *Comprehensive Plan*
- The surrounding uses and zoning;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Robert Hanna, City Manager**

FROM: **Mike Rains, Finance Director**

SUBJECT: **21. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance Approving Revised Budget Figures for Fiscal Year 2023-2024; for the City of Abilene; Appropriating Funds; Repealing all Ordinances and Parts of Ordinances in Conflict Herewith; Calling a Public Hearing. *(Mike Rains)***

GENERAL INFORMATION

With the retirement of Assistant Police Chief Wrenn there is currently a vacancy in the Assistant Police Chief rank. In accordance with Chapter 143 of the Local Government Code, the City has 90 days to fill the vacant position or pay the higher salary of a temporary appointee from the next lower classification. Due to the hiring of a new Police Chief, the City would like to eliminate this third position, at least temporarily, to allow the new Chief time to evaluate the position. By eliminating the position by this budget ordinance, the 90-day requirement or temporary appointee provisions will no longer be in effect. This budget amendment will reduce the authorized number of Assistant Police Chiefs from three (3) to two (2).

Council approved the original fiscal year budget for 2023-2024 on August 10, 2023, and amended the budget on September 28, 2023.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The majority of projected salary savings will be offset by leave payout balances. The budget amendment does not include any change in the budgeted salary costs.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Revised Budget 2024
2. Powerpoint - Ordinance Approving 2023-24 Revised Budget Ordinance

ORDINANCE NO. _____

AN ORDINANCE APPROVING REVISED BUDGET FIGURES FOR FISCAL YEAR 2023-2024; FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager has prepared a revision of certain figures in the 2023-2024 budget and submitted same to the City Council; and,

WHEREAS, the City Council has reviewed and considered said proposed revised budget and made revisions of same; and,

WHEREAS, said budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on February 22nd, 2024, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the revised figures, prepared and submitted by the City Manager for the 2023-2024 budget, be, and the same are hereby, in all things, approved and appropriated, and any necessary transfers between accounts and departments are hereby authorized, approved, and appropriated.

PART 2: That the City Manager and his authorized and designated employees, at his direction, be, and are hereby, authorized to sign or release easements, permits, licenses, and change orders; to sign interlocal agreements as authorized by state law; to sign documents authorizing the payment of funds, and to expend public funds as authorized by state law unless otherwise authorized by the City Council; to settle paving assessment, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating factual circumstances. The City Manager is authorized to adjust compensation, within Council policy guidelines, of any City employee, including appointees, when in his discretion an adjustment needs to be made to retain qualified personnel. The intent of this section is to provide the ability to conduct daily affairs of the City, which involves numerous decisions of a routine nature and to retain qualified personnel.

PART 3: That the City Council hereby approves grants and contracts that are set out by this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign said federal, state, and other such grant and contract documents, including interlocal agreements, on behalf of the City. The funds for said contracts, agreements, and purchases are hereby approved and appropriated. The intent of this section is to approve and simplify the grant process and approve expenditures that are exempt from the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Local Government Code.

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 22nd of February, 2024, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 18th of February 2024, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

PART 5: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict. It is specifically provided that Resolution 40-1997 concerning liability claims shall remain in full force and effect.

PART 6: That the number, classification, and designation of each position as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2023 through September 30, 2024, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished.

Police Department	
Assistant Police Chief	2
Police Lieutenant	10
Police Sergeant	26
Police Officers	178
	216

Fire Department	
Deputy Fire Chief	2
Battalion Chief	4
Fire Marshal	1
Fire Captain	12
Fire Lieutenant	33
Fire Fighter	161
	213

PART 7: That the City's operating budgets are amended as set forth in Exhibit A attached and incorporated into as part of this Ordinance.

PASSED ON FIRST READING on the 8th day of February, A.D. 2024.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 22nd day of February, A.D. 2024.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

EXHIBIT A

All Operating Funds	Adopted 2023-2024	Amended 2023-2024
Fund Balance Beginning	$92,497,152	$92,497,152
Total Revenue	335,718,611	335,718,611
Total Expenditures	344,998,211	344,998,211
Fund Balance Ending	$83,217,552	$83,217,552

Ordinance & Public Hearing – Approving Revised 2023-2024 Budget Ordinance

CITY OF ABILENE TEXAS

Ordinance & Public Hearing – Approving Revised 2023-2024 Budget Ordinance

- Council originally approved the FY 2023-2024 Budget Ordinance on August 10, 2023 and then amended the Ordinance on September 28, 2023.

- Local Government Code Chapter 143 requires the appointment of a vacancy in a non-entry position within the Police department within 90 days of the vacancy. With the retirement of Assistant Police Chief Wrenn, the Police Department currently has a vacancy in that position. The City would like to reduce the number of Assistant Police Chief Positions from three (3) to two (2) to allow the new Police Chief time to evaluate the position.

CITY OF ABILENE TEXAS

Ordinance & Public Hearing – Approving Revised 2023-2024 Budget Ordinance

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **22. Ordinance (Final Reading) Z-2024-03: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, Represented By Enprotec/Hibbs & Todd, Inc., To Change The Zoning Of Approximately 1.84 Acres From Residential Single Family (RS-6) To Patio Home (PH). Located at The 2500 Block Of Bel Air Drive. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property is an undeveloped strip of land that adjoins a residential neighborhood to the east and a Planned Development District (PD-149) that allows heavy commercial and industrial uses to the west. Residents of the neighborhood are concerned commercial uses could eventually be located on the subject property.

SPECIAL CONSIDERATIONS

The primary concern of staff is to maintain and enhance the stability of the existing neighborhood while allowing for the reasonable use of the subject property. It would appear that the Patio Home (PH) district would balance the needs of the neighborhood with the needs of the applicant. The applicant has submitted a plat that proposes 13 lots (6.99 dwelling units/acre) for the subject property.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval.

ATTACHMENTS:

1. Z-2024-03 Ordinance_KH
2. Z-2024-03 Staff Report
3. 9623-FP Bel Air Addition
4. Z-2024-03 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 A 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 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 Two Thousand Dollars ($2,000.00). 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 8th day of February, 2024.

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 19th day of January, 2024, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 22nd day of February, 2024, 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 22nd day of February, 2024.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

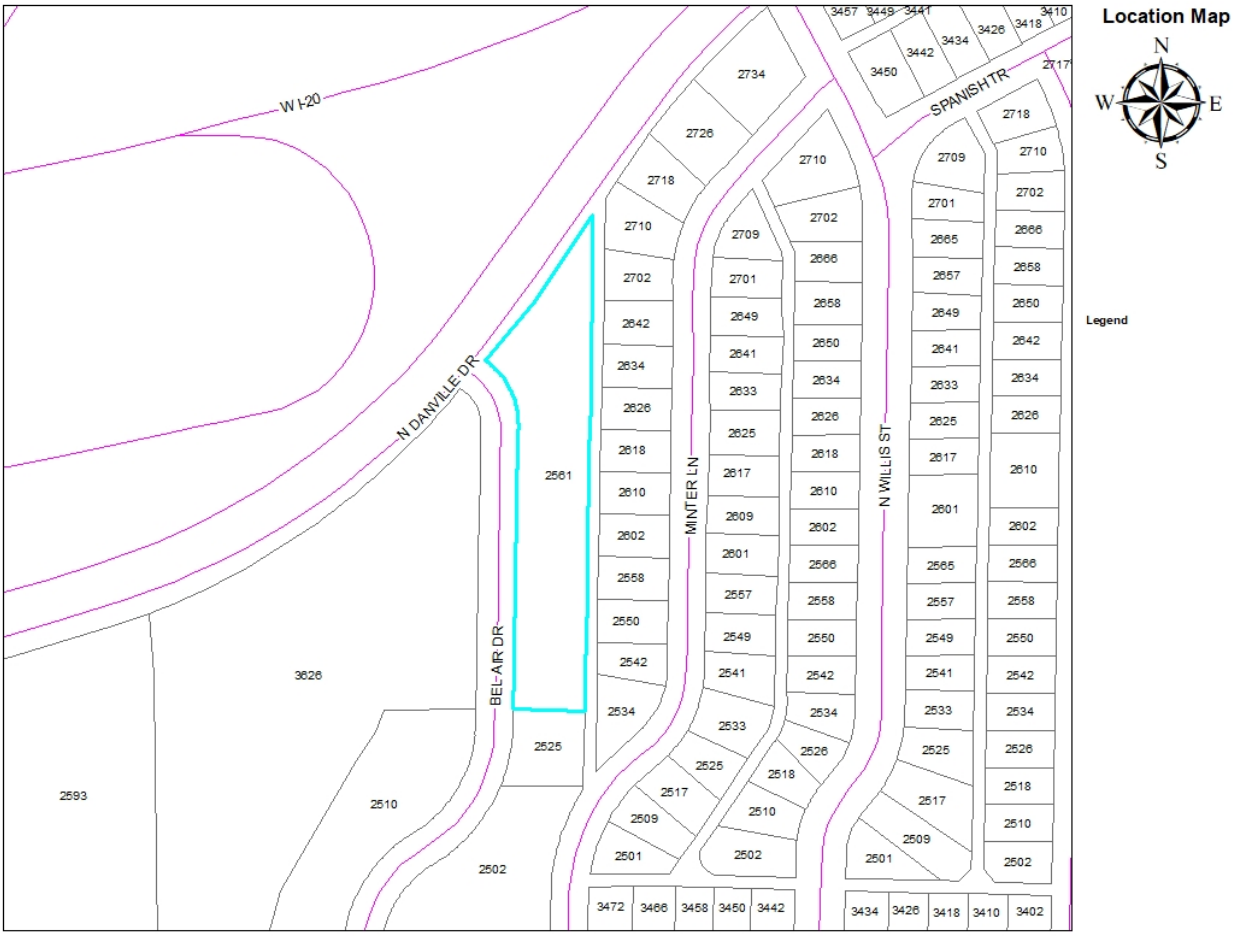
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

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

<u>Location</u>: 2500 Block of Bel Air Drive



END

ZONING CASE Z-2024-03
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: February 6, 2024
City Council 1st Reading: February 8, 2024
City Council 2nd Reading: February 22, 2024

Owner
Sitzes Northwest LP

Applicant
Enprotec/Hibbs & Todd, Inc.

Case Manager
Kiley Hannah – Planner

Request
Rezone approximately 1.86 acres from Residential Single-Family-6 (RS-6) to Patio Home (PH).

Location
2500 Block of Bel Air Drive

Background
The subject property is an undeveloped strip of land that adjoins a residential neighborhood to the east and a Planned Development District (PD-149) that allows heavy commercial and industrial uses to the west. Residents of the neighborhood are concerned commercial uses could eventually be located on the subject property.

Given the surrounding uses and zoning, it would be ideal if the subject property was zoned in a manner that would result in a land use buffer between the existing neighborhood and PD-149. Appropriate zoning districts that would create such a buffer include Patio Home (PH), Town Home (TH), Multi-Family (MF), and Neighborhood Office (NO). Those districts are ordered from lowest intensity, PH, to highest intensity, NO. The PH district is a single-family residential zoning district that only allows single-family residential uses. The only difference between RS-6 and PH zoning districts is lot size, with the PH district allowing smaller lot sizes and zero lot-line residences.

Zoning, Existing and Proposed Land Use
The primary concern of staff is to maintain and enhance the stability of the existing neighborhood while allowing for the reasonable use of the subject property. It would appear that the Patio Home (PH) district would balance the needs of the neighborhood with the needs of the applicant. The applicant has submitted a plat that proposes 13 lots (6.99 dwelling units/acre) for the subject property. The plat is attached with this report.

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, as amended.

The proposed amendment is consistent with the Comprehensive Plan and the Future Land Use 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.

The proposed PH zoning is consistent with the use of the adjoining neighborhood. PH zoning would allow smaller lot sizes, which would bring in more affordable houses into the area, and would create a land use buffer between the neighborhood to the east and heavy commercial and industrial uses to the west.

(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.

Adequate utilities are available to serve this site for the proposed use of the site.

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

None known.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval.**

Notification:

Legend:
O- Opposed
F- In Favor

Owner

OWNER	PROP_ID	SITUS	RESPONSE
SMITH GABRIELE CERLINA	60760	2549 MINTER LN	
MC COLLUM DEMETRA JEAN	55894	2618 MINTER LN	
MORALES ISMAEL &	60609	2541 MINTER LN	
NYIRAMAHIRWE VESTINE	56293	2558 MINTER LN	
PIETZSCH FRED JR & HERMINE M	61397	2625 MINTER LN	
MINTER LANE CHURCH	12264	2502 MINTER LN	
TLC CONDOS LLC	54755	2726 MINTER LN	
SORIANO BEATRIZ A	61541	2633 MINTER LN	
FUQUA SEAN	61675	2641 MINTER LN	
MINTER LANE CHURCH	12141	2525 BEL AIR DR	
AYALA FELIX & GLORIA	60313	2525 MINTER LN	
HENLEY FRANKIE L & LOREE J	55635	2634 MINTER LN	
TLC CONDOS LLC	55137	2718 MINTER LN	
HOFFMAN JIMMY E & ELWANDA L	55389	2702 MINTER LN	
COCKE CHRISTOPHER D & JUDY	60463	2533 MINTER LN	
SANTOYA MELISA	60028	2509 MINTER LN	
CHITTUM JUSTIN MATTHEW	59894	2501 MINTER LN	
BUTLER ERIC C & GUADALUPE	61815	2649 MINTER LN	
CISNEROS RAQUEL	55260	2710 MINTER LN	
PAREDES JESUS F	61150	2609 MINTER LN	
DAVILA MARGARET	56423	2550 MINTER LN	
JOYFUL MORNING PROPERTIES LLC	55514	2642 MINTER LN	
BUTLER ERIC C & GUADALUPE	62060	2709 MINTER LN	
RIDDLE JEANETTE	60170	2517 MINTER LN	
SITZES NORTHWEST LP	975959	2561 BEL AIR DR	
GEISLER MICHAEL A & CAROL L	56155	2602 MINTER LN	
JERIGE BLANCHE LILIAN LF EST	55011	2534 MINTER LN	
GOODWIN ANDREW WADE	61272	2617 MINTER LN	
BUTLER ERIC C & GUADALUPE	61933	2701 MINTER LN	
CHAPPELL SHERYL DAWN	55755	2626 MINTER LN	
SITZES NORTHWEST LP	48710	3626 VOGEL AV	
MINTER LANE CHURCH	13125	2510 BEL AIR DR	
COLLINGS DAVID W	61019	2601 MINTER LN	
KIRKES AARON T	60887	2557 MINTER LN	
FAUGHT JOHNNY MARK	56022	2610 MINTER LN	
STOKES DALE G & SPRUILL ADELL	54888	2542 MINTER LN	

Legend:
O- Opposed
F- In Favor

Prop_ID

OWNER	PROP_ID	SITUS	RESPONSE
MINTER LANE CHURCH	12141	2525 BEL AIR DR	
MINTER LANE CHURCH	12264	2502 MINTER LN	
MINTER LANE CHURCH	13125	2510 BEL AIR DR	
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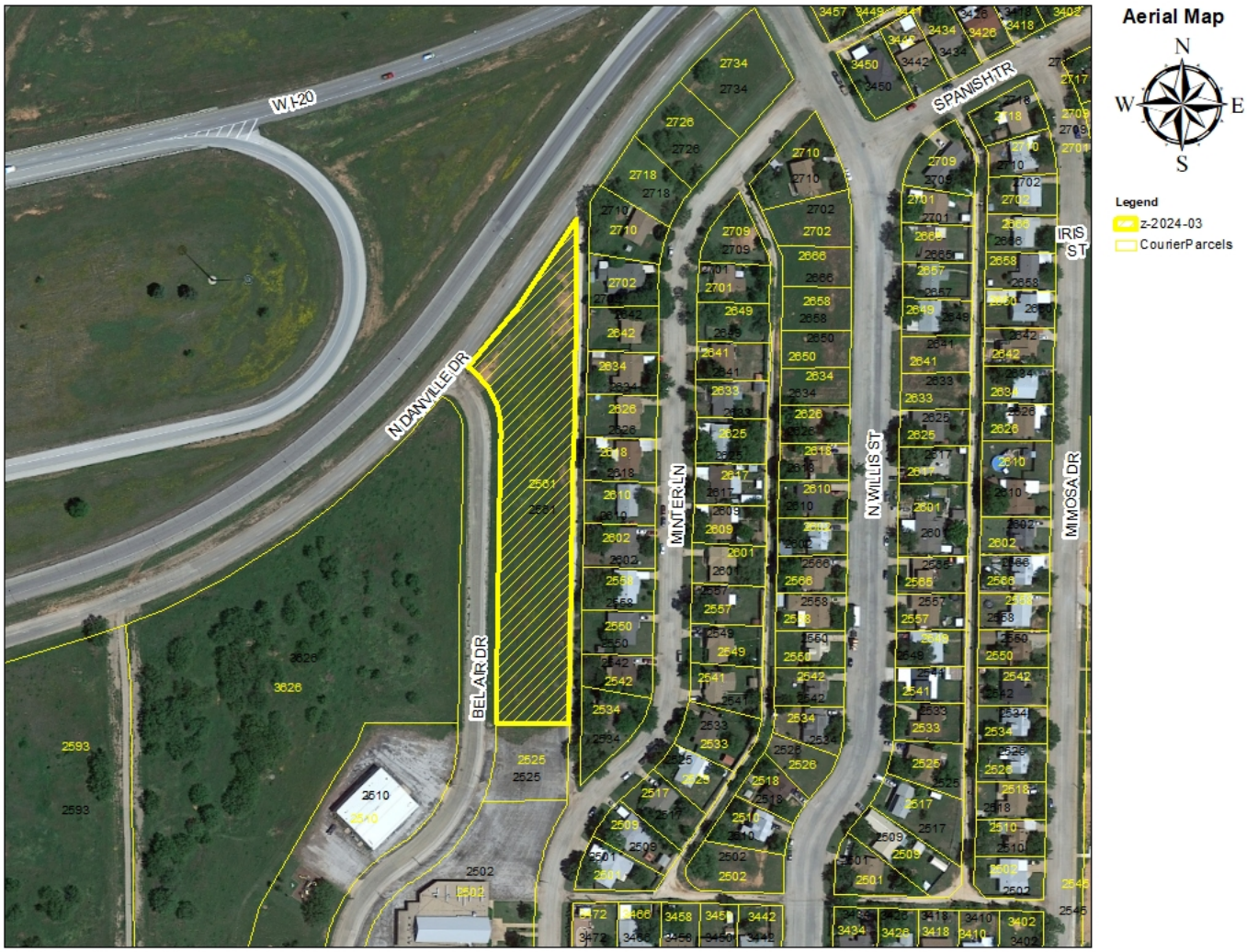
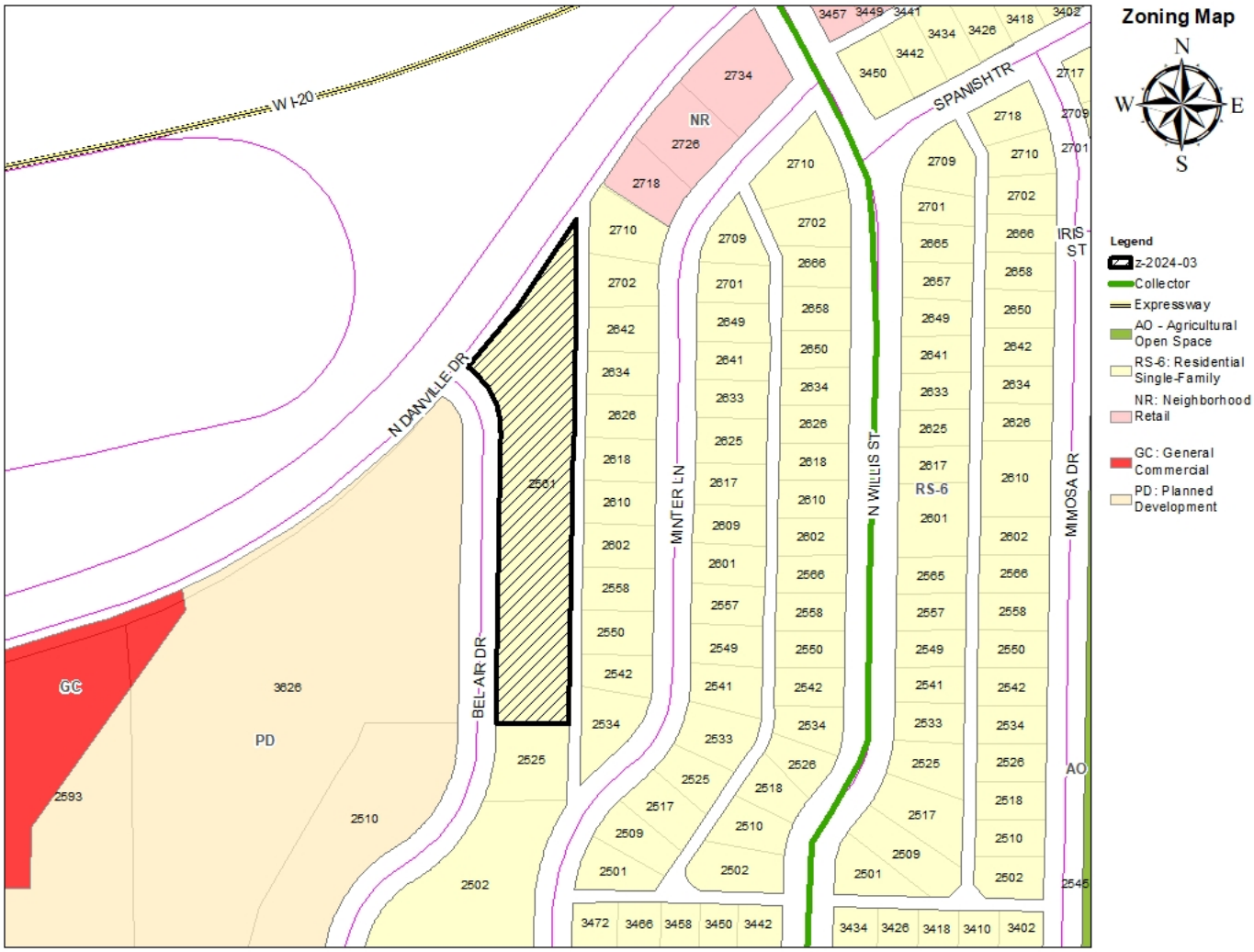
BUTLER ERIC C & GUADALUPE	62060	2709 MINTER LN	
SITZES NORTHWEST LP	975959	2561 BEL AIR DR	

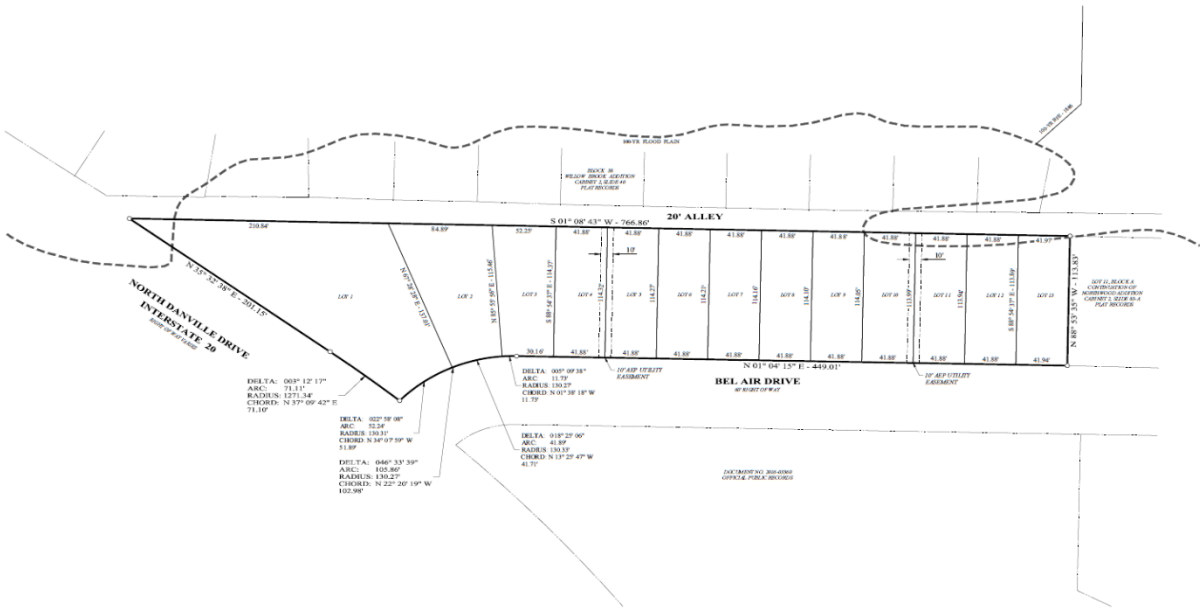
LOCATION MAP



Zoning Map


Zoning Map
N
W
E
S
Legend
z-2024-03
Collector
Expressway
AO - Agricultural Open Space
RS-6: Residential Single-Family
NR: Neighborhood Retail
GC: General Commercial
PD: Planned Development
W I-20
N DANVILLE DR
BEL-AIR DR
MINTER LN
N WILLIS ST
SPANISH TR
IRIS ST
MIMOSA DR
NR
RS-6
GC
PD
AO

Proposed Plat



BEING BEL AIR ADDITION, CITY OF ABILENE, TAYLOR COUNTY, TEXAS, SAME BEING ALL OF TRACT TWO, A 1.861 ACRE TRACT, RECORDED IN DOCUMENT NO. 2016-3360, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS GRID NORTH, NAD 83 TEXAS NORTH CENTRAL ZONE BASED ON GPS OBSERVATIONS

BEGINNING AT A FOUND BENT 3/8 INCH IRON ROD ON THE EAST RIGHT OF WAY OF BEL AIR DRIVE AT THE SOUTHWEST CORNER OF THIS TRACT AND SAID 1.861 ACRE TRACT, WHERE A FOUND 3/8 INCH IRON ROD AT THE BEGINNING OF A CURVE ON THE WEST LINE OF LOT 11, BLOCK A, CONTINUATION OF NORTHWOOD ADDITION, CITY OF ABILENE, TAYLOR COUNTY, TEXAS, RECORDED IN CABINET 2, SLIDE 83-A, PLAT RECORDS, TAYLOR COUNTY, TEXAS, BEARS 28.87' S 01°27'59" W;
THENCE NORTH 01 DEGREES 04 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY OF BEL AIR DRIVE, A DISTANCE OF 449.01 FEET TO A FOUND 3/8 INCH IRON ROD AT A CORNER OF SAID 1.861 ACRE TRACT AND THIS TRACT;
THENCE, ALONG THE EAST RIGHT OF WAY OF BEL AIR DRIVE, WITH A CURVE TURNING TO THE LEFT HAVING A DELTA ANGLE OF 46 DEGREES 33 MINUTES 39 SECONDS, A RADIUS OF 130.27 FEET, AN ARC LENGTH OF 105.86 FEET, AND A CHORD BEARING NORTH 22 DEGREES 20 MINUTES 19 SECONDS WEST A DISTANCE OF 102.98' TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "#1397" AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF BEL AIR DRIVE AND THE SOUTH RIGHT OF WAY OF NORTH DANVILLE DRIVE, A.K.A. INTERSTATE 20, AT THE NORTHWEST CORNER OF SAID 1.861 ACRE TRACT AND THIS TRACT;
THENCE, ALONG THE SOUTH RIGHT OF WAY OF NORTH DANVILLE DRIVE, WITH A CURVE TURNING TO THE LEFT HAVING A DELTA ANGLE OF 03 DEGREES 12 MINUTES 17 SECONDS, A RADIUS OF 1271.34 FEET, AN ARC LENGTH OF 71.11 FEET, AND A CHORD BEARING NORTH 37 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 71.10' TO A FOUND BROKEN CONCRETE RIGHT OF WAY MONUMENT AT A CORNER OF SAID 1.861 ACRE TRACT AND THIS TRACT;
THENCE NORTH 55 DEGREES 52 MINUTES 38 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY OF NORTH DANVILLE DRIVE, A DISTANCE OF 201.15 FEET TO A SET 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF NORTH DANVILLE DRIVE AND THE WEST RIGHT OF WAY OF A TWENTY (20') FEET WIDE ALLEY AT THE NORTHEAST CORNER OF SAID 1.861 ACRE TRACT AND THIS TRACT, WHERE A FOUND 3/8 INCH IRON ROD AT THE NORTHERN CORNER OF LOT 18, BLOCK 38, REPLAT OF LOTS 23-41, BLOCK 39 & LOTS 3-15, BLOCK 38, CONTINUATION OF SECTION 1 OF WILLOW BROOK ADDITION, ABILENE, TAYLOR COUNTY, TEXAS, RECORDED IN CABINET 2, SLIDE 40, PLAT RECORDS, TAYLOR COUNTY, TEXAS, BEARS 180.03' N 35°32'38" E;
THENCE SOUTH 01 DEGREES 08 MINUTES 43 SECONDS WEST, ALONG THE WEST RIGHT OF WAY OF SAID 20' WIDE ALLEY, AT A DISTANCE OF 317.26 FEET PASSING A FOUND BENT 3/8 INCH IRON ROD ON THE EAST RIGHT OF WAY OF THE ALLEY OF SAID BLOCK 38, AT A DISTANCE OF 707.28 PASSING A FOUND 1/2 INCH IRON ROD ON THE EAST RIGHT OF WAY OF THE ALLEY OF SAID BLOCK 38, CONTINUING FOR A TOTAL DISTANCE OF 766.86 FEET TO A POINT AT THE NORTHEAST CORNER OF SAID LOT 11, AND BEING THE SOUTHEAST CORNER OF SAID 1.861 ACRE TRACT AND THIS TRACT;
THENCE NORTH 88 DEGREES 53 MINUTES 35 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 113.83 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 1.846 ACRES. SURVEYED IN DECEMBER 2023.

NOTES

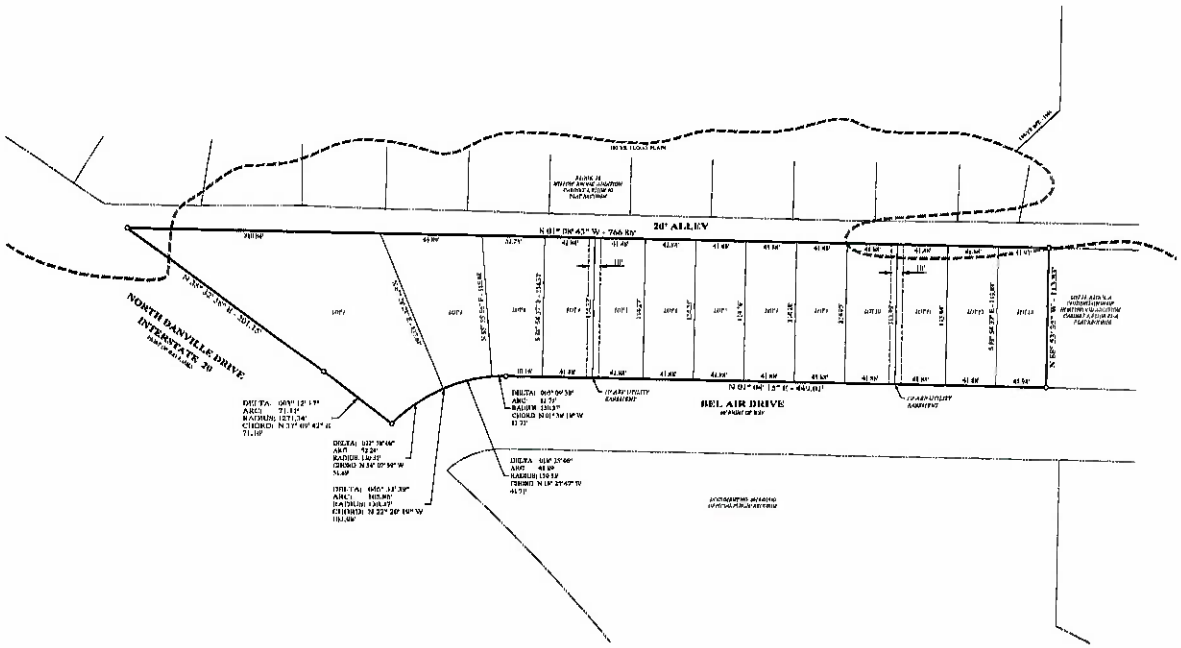
1. AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485450, MAP NUMBER 48441C0207F MAP REVISED JANUARY 6, 2012; PART OF THIS PROPERTY IS LOCATED IN A FEDERALLY DESIGNATED FLOOD AREA.
2. BUILDING SETBACK LINES SHALL COMPLY WITH CURRENT CITY OF ABILENE ZONING REGULATIONS.
3. UPON COMPLETION OF THE CONSTRUCTION OF THE SUBDIVISION STREETS, ALLEYS, AND BURIED UTILITIES THE FINAL SUBDIVISION MONUMENTATION WILL BE SET AS FOLLOWS: 1/2" IRON RODS WITH PLASTIC CAPS, STAMPED "H&T", WILL BE SET AT ALL OF THE LOT CORNERS.
4. THIS ADDITION IS LOCATED WITHIN THE CITY LIMITS OF ABILENE, TAYLOR COUNTY, TEXAS.

LEGEND

- ○ MONUMENTS AS DESCRIBED IN FIELD NOTES
- SUBDIVISION BOUNDARY
- SUBDIVISION LOT LINES
- ADJACENT BOUNDARY LINES
- EASEMENT LINES

BEL AIR ADDITION
ABILENE, TAYLOR COUNTY, TEXAS

OWNER:
ABILENE CUSTOM HOMES
234 SPRING AVE.
ABILENE, TX 79606



BEING BEL AIR ADDITION, CITY OF ABILENE, TAYLOR COUNTY, TEXAS, BEING BOUND ALL OF TRACT TWO, A 1.861 ACRE TRACT, DESCRIBED IN DOCUMENT NO. 2015-1700, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS GRID NORTH, BASED AT TEXAS NORTH CENTRAL ZONE BASED ON GPS OBSERVATIONS

BEGINNING AT A FOUND HOT 5/8 INCH IRON ROD ON THE EAST RIGHT OF WAY OF BEL AIR DRIVE AT THE NORTHWEST CORNER OF THIS TRACT AND SAID 1.861 ACRE TRACT, WHICH A FOUND 3/8 INCH IRON ROD AT THE BEGINNING OF A CURVE ON THE WEST LINE OF LOT 11, BLOCK A, CONTINUATION OF NORTHWOOD ADDITION, CITY OF ABILENE, TAYLOR COUNTY, TEXAS, RECORDED IN CABINET 2, SLIDE 456, PLAT RECORDS, TAYLOR COUNTY, TEXAS, BEARS S 89°27'29" W;

THENCE NORTH 39 DEGREES 58 MINUTES 15 SECONDS EAST, ALONG THE EAST RIGHT OF WAY OF BEL AIR DRIVE, A DISTANCE OF 449.81 FEET TO A FOUND 3/8 INCH IRON ROD AT A CORNER OF SAID 1.861 ACRE TRACT AND THIS TRACT;

THENCE, ALONG THE EAST RIGHT OF WAY OF BEL AIR DRIVE, WITH A CURVE TURNING TO THE LEFT HAVING A DELTA ANGLE OF 46 DEGREES 39 MINUTES 39 SECONDS, A RADIUS OF 170.71 FEET, AN ARC LENGTH OF 139.00 FEET, AND A CHORD BEARING NORTH 23 DEGREES 39 MINUTES 19 SECONDS WEST A DISTANCE OF 132.90 TO A FOUND 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "4136" AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF BEL AIR DRIVE AND THE NORTH RIGHT OF WAY OF NORTH DANVILLE DRIVE, A.K.A. INTERSTATE 20, AT THE NORTHWEST CORNER OF SAID 1.861 ACRE TRACT AND THIS TRACT;

THENCE, ALONG THE SOUTH RIGHT OF WAY OF NORTH DANVILLE DRIVE, WITH A CURVE TURNING TO THE LEFT HAVING A DELTA ANGLE OF 19 DEGREES 12 MINUTES 13 SECONDS, A RADIUS OF 1271.34 FEET, AN ARC LENGTH OF 71.11 FEET, AND A CHORD BEARING NORTH 37 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 71.10 TO A FOUND BRASS CONCRETE RIGHT OF WAY MONUMENT AT A CORNER OF SAID 1.861 ACRE TRACT AND THIS TRACT;

THENCE NORTH 38 DEGREES 32 MINUTES 26 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY OF NORTH DANVILLE DRIVE, A DISTANCE OF 301.15 FEET TO A 3/8 INCH IRON ROD WITH PLASTIC CAP MARKED "4136" AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF NORTH DANVILLE DRIVE AND THE WEST RIGHT OF WAY OF A TWENTY (20) FOOT WIDE ALLEY AT THE NORTHEAST CORNER OF SAID 1.861 ACRE TRACT AND THIS TRACT, WHICH A FOUND 3/8 INCH IRON ROD AT THE NORTHERN CORNER OF LOT 16, BLOCK 16, BIGHAM, OF LOTS 27-41, BLOCK 39 & LOTS 3-15, BLOCK 15, CONTINUATION OF SECTION 1 OF WILLOW BROOK ADDITION, ABILENE, TAYLOR COUNTY, TEXAS, RECORDED IN CABINET 2, SLIDE 456, PLAT RECORDS, TAYLOR COUNTY, TEXAS, BEARS S 38°32'26" E;

THENCE SOUTH 38 DEGREES 58 MINUTES 45 SECONDS WEST, ALONG THE WEST RIGHT OF WAY OF SAID 20' WIDE ALLEY, AT A DISTANCE OF 317.26 FEET PASSING A FOUND 3/8 INCH IRON ROD ON THE EAST RIGHT OF WAY OF THE ALLEY OF SAID BLOCK 39, AT A DISTANCE OF 767.26 PASSING A FOUND 1/2 INCH IRON ROD ON THE EAST RIGHT OF WAY OF THE ALLEY OF SAID BLOCK 15, CONTINUING FOR A TOTAL DISTANCE OF 766.66 FEET TO A POINT AT THE NORTHEAST CORNER OF SAID LOT 11, AND BEING THE SOUTHEAST CORNER OF SAID 1.861 ACRE TRACT AND THIS TRACT;

THENCE NORTH 50 DEGREES 33 MINUTES 35 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 133.83 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 1.846 ACRES, SURVEYED IN DECEMBER 2023.

NOTES

1. AN FIR FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48441, MAP NUMBER 48441C0201F, MAP REVISED JANUARY 6, 2012, PART OF THIS PROPERTY IS LOCATED IN A FEDERALLY DESIGNATED FLOOD AREA.
2. BUILDING SETBACK LINES SHALL COMPLY WITH CURRENT CITY OF ABILENE ZONING REGULATIONS.
3. UPON COMPLETION OF THE CONSTRUCTION OF THE SUBDIVISION STREETS, ALLEYS, AND BURIED UTILITIES THE FINAL SUBDIVISION MONUMENTATION WILL BE SET AS FOLLOWS: 1/2" IRON RODS WITH PLASTIC CAPS, STAMPED "H&T", WILL BE SET AT ALL OF THE LOT CORNERS.
4. THIS ADDITION IS LOCATED WITHIN THE CITY LIMITS OF ABILENE, TAYLOR COUNTY, TEXAS.

LEGEND

- ◇ MONUMENTS AS DESCRIBED IN FIELD NOTES
- SUBDIVISION BOUNDARY
- SUBDIVISION LOT LINES
- ADJACENT BOUNDARY LINES
- EASEMENT LINES

BEL AIR ADDITION
ABILENE, TAYLOR COUNTY, TEXAS

OWNER(S):
ABILENE CUSTOM HOMES
2401 BRIANCLIFF
ABILENE, TX 79606

PLANNING COMMISSION

THIS PLAT IS HEREBY APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ABILENE, TEXAS AND THE COUNTY DEEMS IS HEREBY AUTHORIZED TO FILE SAID PLAT IN ACCORDANCE WITH THE PROVISIONS OF TEXAS LOCAL GOVERNMENT CODE CHAPTER 212, SUBCHAPTER A, AS AMENDED.

DATE CHAIRMAN
ATTEST: SECRETARY
DATE PLANNING DIRECTOR

PLANNING DIRECTOR

FILED WITH PLANNING DIRECTOR, CITY OF ABILENE, TEXAS

DATE FILE NUMBER
PLANNING DIRECTOR
FEES

DIRECTOR OF PUBLIC WORKS

THE DEDICATION FILED, IN CONNECTION WITH THIS PLAT IS HEREBY APPROVED AND ALL STREETS, ALLEYS, AND PUBLIC AREA SHOWN HEREON ARE HEREBY ACCEPTED ON BEHALF OF THE PUBLIC BY THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ABILENE, TEXAS.

DATE DIRECTOR OF PUBLIC WORKS

COUNTY CLERK

I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED HEREON WAS FILED FOR RECORD ON

DATE FILE NUMBER
COUNTY CLERK COUNTY, TEXAS
DEPUTY

OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED OWNER(S) OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAVE CAUSED SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS, ALLEYS, UNDER THE NAME OF

BEL AIR ADDITION
ABILENE, TAYLOR COUNTY, TEXAS

AS SHOWN ON THE ATTACHED PLAT AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER FOR ALL PUBLIC PURPOSES THE STREETS, ALLEYS, LANES, EASEMENTS, PARKS AND OTHER PUBLIC LANDS SHOWN THEREON THE LANDS INCLUDED WITHIN SUCH PLAT OR SUBDIVISION ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

"FIELD NOTES HEREON"

OWNER'S CERTIFICATE AND DEDICATION

EXECUTED THIS _____ DAY OF _____ 20_____

CHARC KINNI
PRINTED NAME
SIGNATURE

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TAYLOR

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY

PERSONALLY APPEARED CHARC KINNI, MAN AGENT PARTNER

KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME ACT OF THE SAID

A CORPORATION, AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____

DAY OF _____ A.D. 20_____

NOTARY PUBLIC

GENERAL NOTES

SHEET 1 OF 1 SHEETS ACREAGE 1.846

SCALE 1" = 20' SMALLEST LOT 4770 SQ FT LARGEST LOT 15000 SQ FT

SURVEYOR CERTIFICATE AND PLAT DESCRIPTION

CERTIFICATION

I HEREBY CERTIFY THAT THE PLAT SUBMITTED HEREWITH REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED OR UNDER MY SUPERVISION ON THE GROUND AND THAT PERMANENT MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE WITH THE "SUBDIVISION REGULATIONS" OF THE CITY OF ABILENE.

PLAT DESCRIPTION:

BEL AIR ADDITION
ABILENE, TAYLOR COUNTY, TEXAS

SIGNATURE

12/22/2023 MILEY BLAKEM CHRISTEN
DATE REGISTERED PROFESSIONAL LAND SURVEYOR

Enprotec | Hibbs & Todd
402 Cedar Street • Abilene, Texas 79601 • T: (325) 676-1545 • F: (325) 676-1549 • www.eht.com
PE Firm Registration No. 1151 • PG Firm Registration No. 50113 • RPLS Firm Registration No. 10115900

REZONE REQUEST

Case: Z-2024-03

Applicant: Enprotec/Hibbs & Todd, Inc.

Request: Rezoning from RS-6 to Patio Home (PH)

Location: 2500 Block of Bel Air Drive

Notification: 0 in Favor, 0 Opposed

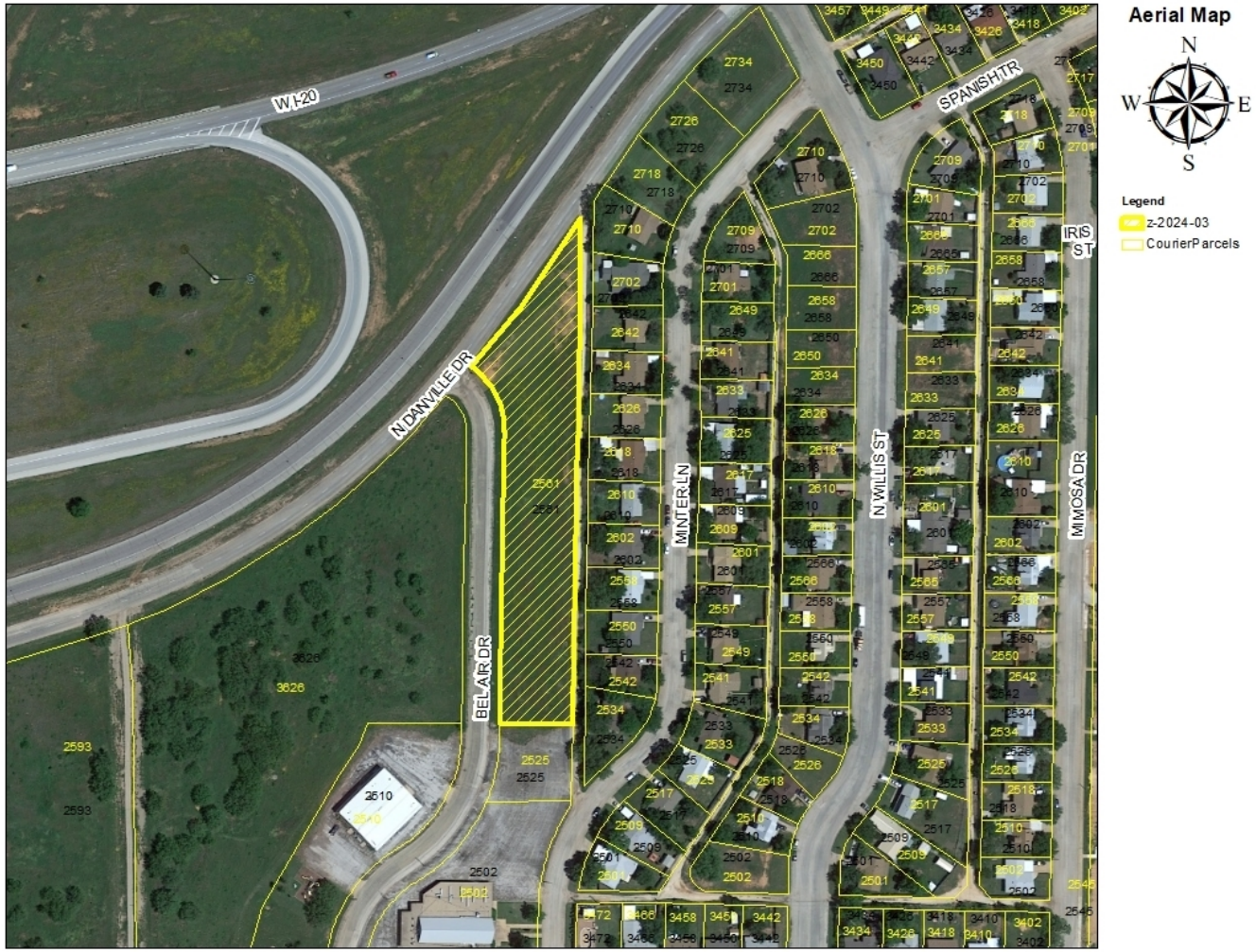
P&Z: February 6, 2024

City Council: February 8, 2024

February 22, 2024

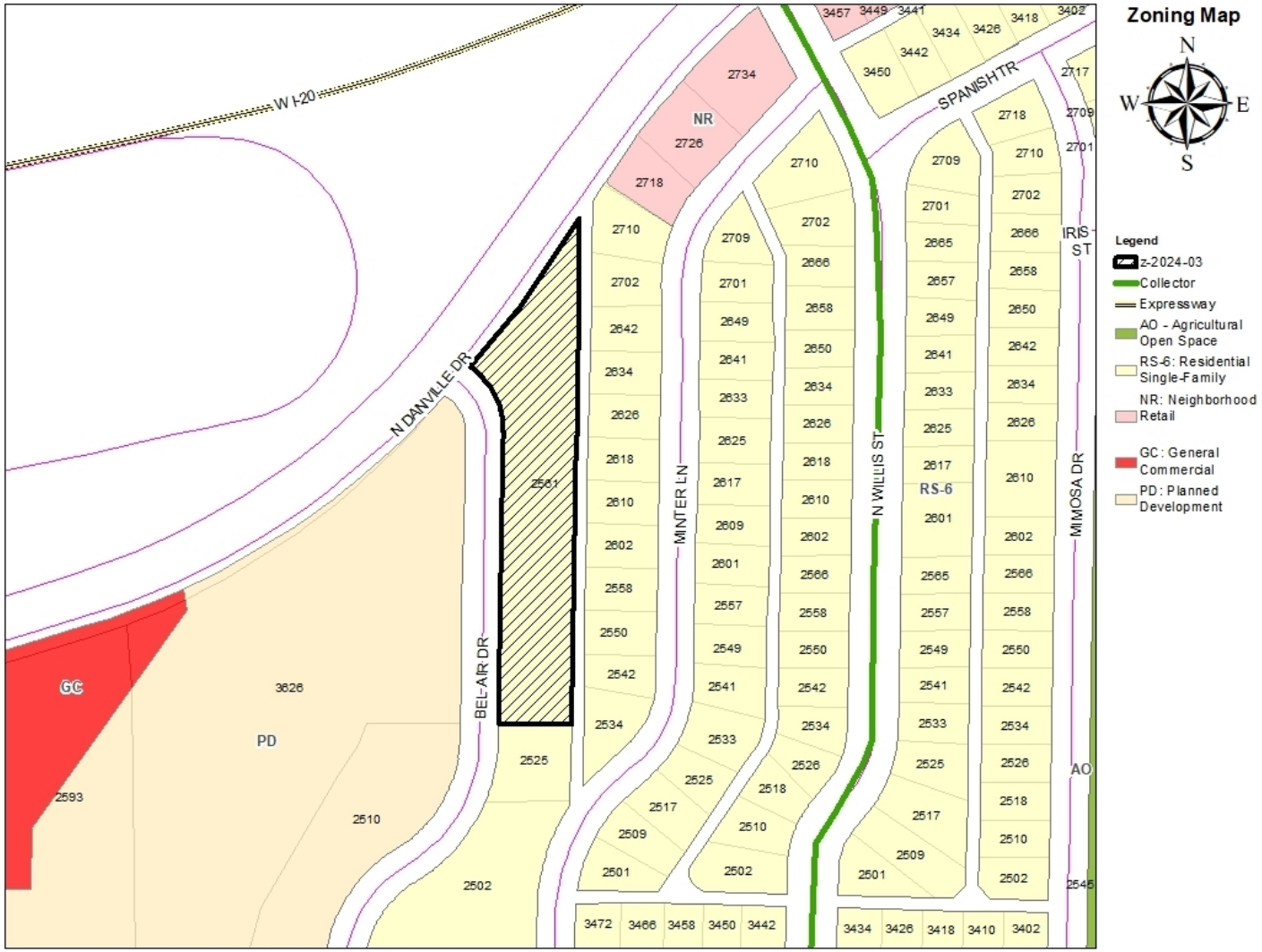
CITY OF ABILENE TEXAS

Z-2024-03 AERIAL LOCATION MAP



CITY OF ABILENE TEXAS

Z-2024-03 ZONING MAP



CITY OF ABILENE TEXAS

PERMITTED USES IN RS-6 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	**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)**
C	**Permitted as a Conditional Use Permit, Requiring Approval by City Council**
TP	**Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment**

CITY OF ABILENE TEXAS

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

CITY OF ABILENE TEXAS

LEGEND

P	**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)**
C	**Permitted as a Conditional Use Permit, Requiring Approval by City Council**
TP	**Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment**

Z-2024-03 VIEWS OF SUBJECT PROPERTY

Subject Property

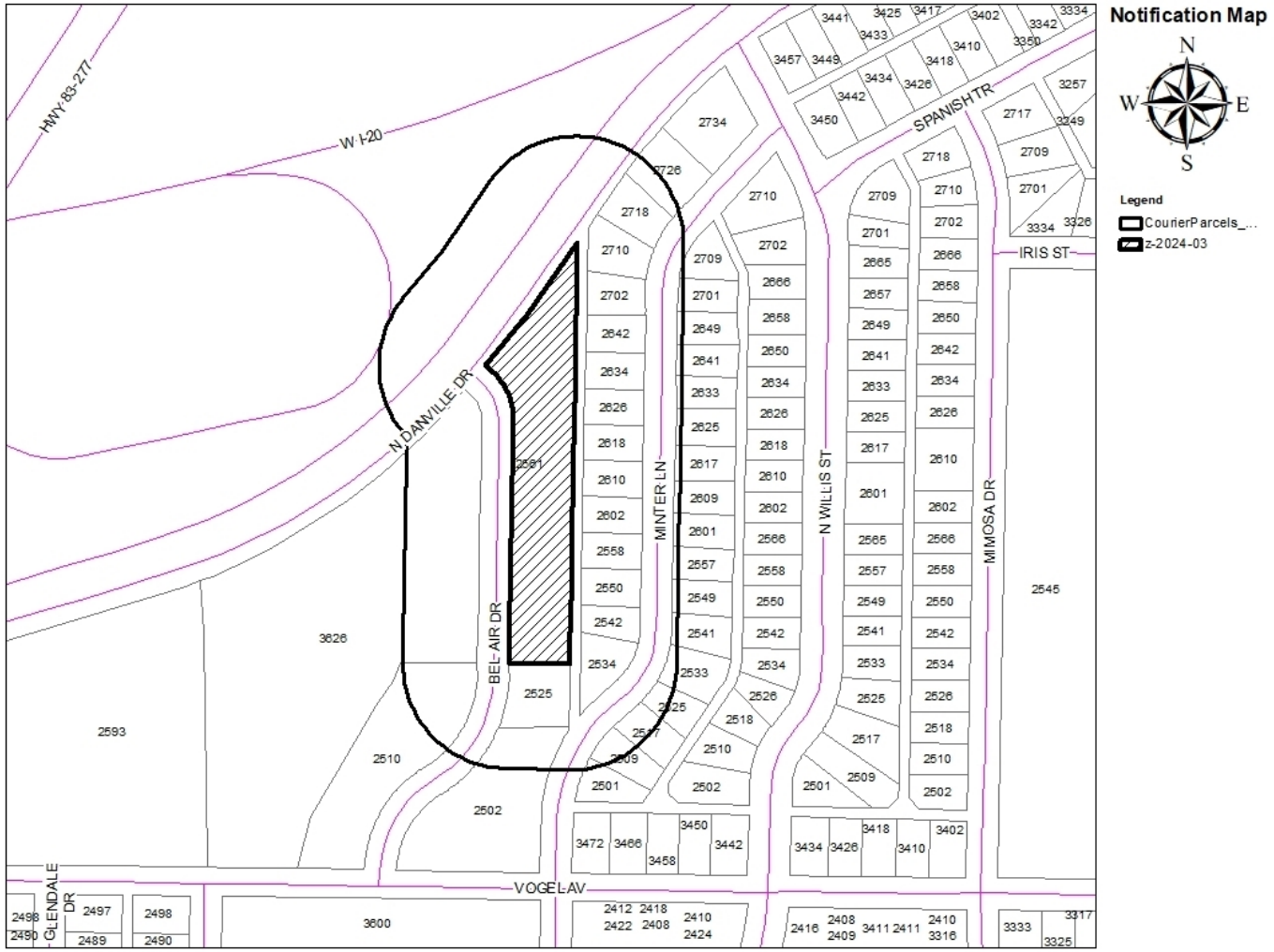
Neighboring Property

Subject Property

Subject Property

CITY OF ABILENE TEXAS

Z-2024-03 NOTIFICATION AREA MAP

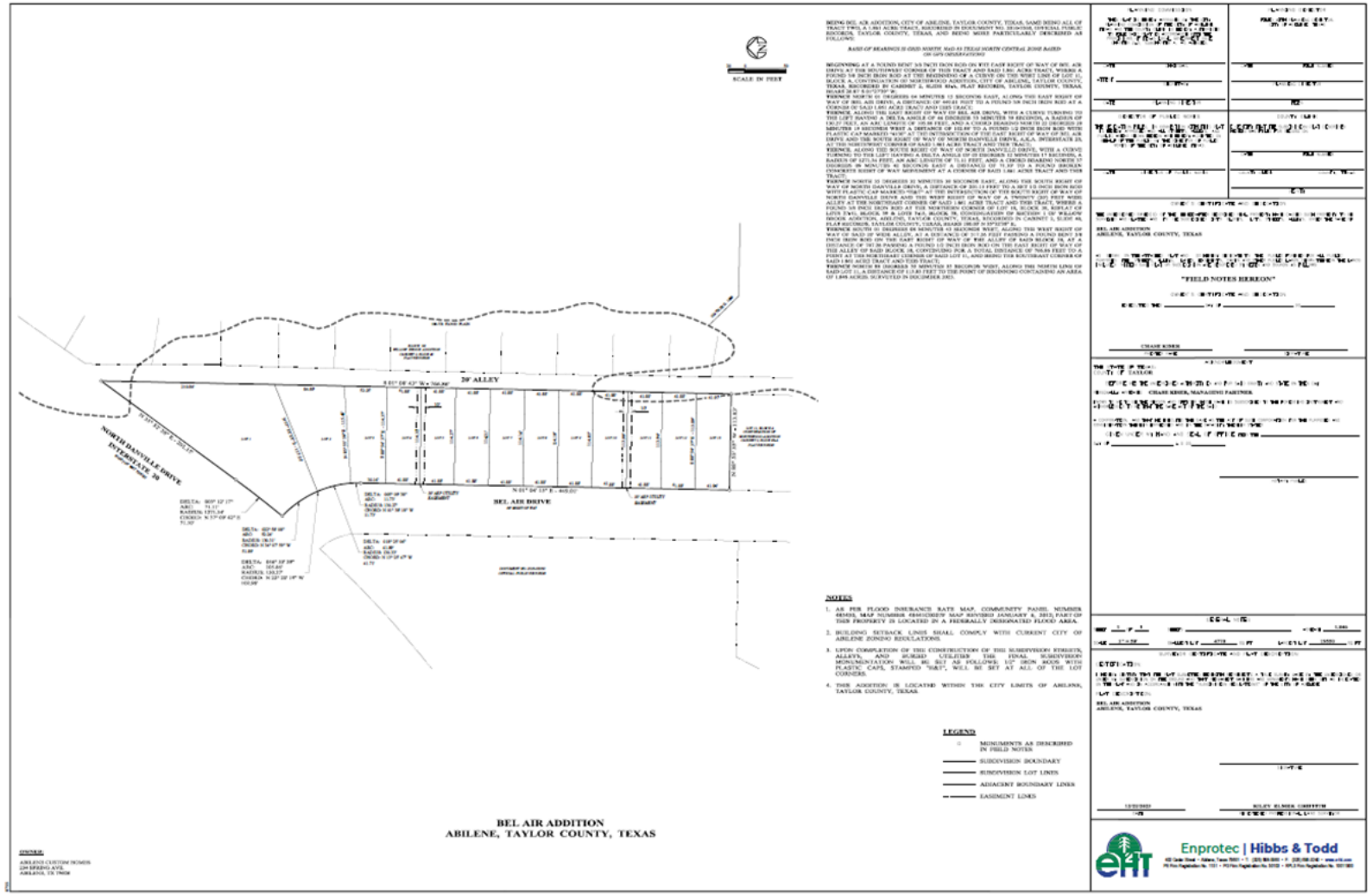


0- In Favor-

0- Opposed-

CITY OF ABILENE TEXAS

Z-2024-03 – PROPOSED PLAT



CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

- The proposed *Comprehensive Plan;*
- The surrounding uses and zoning;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 2/22/2024

TO: **Honorable Mayor and City Council Members**

FROM: **Stanley Smith, City Attorney**

SUBJECT: **23. 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. 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
2. 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
3. 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
4. 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
5. 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
6. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
7. The Woodlands Pride, Inc., et al. v. Ken Paxton, Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
8. PFAS Litigation
9. Ginger Robertson v. City of Abilene and Abilene Zoological Society; Cause No. 13179-D, In the 350th Judicial District Court, Taylor County, Texas; filed December 5, 2023
10. City of Dallas, et al, v. Disney DTC, LLC, et al., Cause No. DC-22-09128, In the 14th Judicial District Court, Dallas County, Texas, filed August 3, 2022

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)
1. 1525 & 1601 East Stamford

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None