

TO: Larry D. Gilley, City Manager

City Council Meeting Date: 09/13/2012

FROM: Ronnie C. Kidd, Managing Director for Administration

SUBJECT: Resolution of the City Council of the City of Abilene, Texas Amending the ICMA Retirement Plan to Permit Loans

GENERAL INFORMATION

In addition to a mandatory TMRS retirement plan, the City of Abilene offers two optional 457 deferred compensation plans for its employees. The City wishes to amend the ICMA plan to enable employees to obtain loans from their accounts. Currently employees are restricted from obtaining such loans. Employees have requested to be able to do this, and the City must amend its current plan in order to allow this feature. Part of the plan amendment process for ICMA requires Council approval. This amendment to the ICMA plan, if approved, will not cost the City any funds. The loans obtained by employees and the repayment of those loans will be between the employee and ICMA, not the City.

SPECIAL CONSIDERATIONS

Loans can be for any purpose. Employees can receive only one loan per calendar year and may only have one outstanding loan at a time. Loan repayments will be made by ACH debit only from the employee's bank account. There will be no payroll deductions for repayment of these loans. All loans are due and payable in full upon separation from service with the City of Abilene.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of this request to amend the ICMA agreement and to authorize the City Manager or his designee to sign the revised loan administration agreement.

ATTACHMENTS

Council Resolution

Prepared by:	Disposition by City Co						
Dala		□ Approved Ord/Res#					
Name <u>Ronnie C. Kidd</u>		Denied					
		□ Other					
Title Managing Director for	Item No. 6.1						
Administration	5	City Secretary					

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AMENDING THE ICMA RETIREMENT PLAN TO PERMIT LOANS.

WHEREAS, the City of Abilene ("City") has employees rendering valuable services; and

WHEREAS, City has established a retirement plan with ICMA Retirement Corporation ("plan") for such employees which serves the interest of the employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, City has determined that permitting participants in the retirement plan to take loans from the plan will serve these objectives;

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

- **PART 1.** That the plan will permit loans.
- **PART 2.** That the City Manager is authorized to execute all necessary documents to carry out the intention of this resolution.

ADOPTED this 13th day of September, 2012.

ATTEST:

Danette Dunlap, City Secretary

Norman Archibald, Mayor

APPROVED:

City Attorney



TO: Larry D. Gilley, City Manager

City Council Meeting Date: 9-13-12

FROM: Mindy Patterson, Finance Director

SUBJECT: AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH SCHNEIDER ELECTRIC TO COMPLETE ENERGY MEASURES AT THE CIVIC CENTER

GENERAL INFORMATION

This project is being completed in accordance with Local Government Code, Section 302.004(a-1) which allows a local government to use any available money other than money borrowed from the State to pay a provider of energy or water conservation measures for work related to measures identified in the scope of an energy savings performance contract without such costs being paid for solely out of the savings realized under the contract.

The heating and cooling system serving the Civic Center and the Conference Center are original to the building and need to be replaced. This contract would authorize Schneider Electric to implement at project that includes the much needed replacement of two chillers that have reached the end of their useful life at the Civic Center. This project would also include a new boiler for proper heating during peak loads and piping upgrades that will ensure better operation of the building. The improvements are estimated to reduce energy consumption at the Civic Center by over 20%, which would reduce energy costs by over \$35,000 per year. These projects were identified in the scope of work in the original energy savings performance contract with Schneider Electric (formerly known as TAC), but could not be funded at that time.

FUNDING/FISCAL IMPACT

Project cost is \$1,507,985, with estimated annual energy savings of approximately \$35,000. The City is also exploring rebate incentives through AEP through the SCORE program. Funding has been identified as part of the revised FY 12 budget approved by City Council on August 9, 2012.

STAFF RECOMMENDATION

Staff recommends that the City Council, by oral resolution, authorize the City Manager to execute the contract with Schneider Electric to implement mechanical improvements at the Civic Center.

ATTACHMENTS

Civic Center Project Overview Document

Prepared by:		Disposition by City Council
		□ Approved Ord/Res#
Name <u>Mindy Patterson</u>		Denied
		□ Other
Title _Finance Director	Item No. <u>6.2</u>	
		City Secretary



Civic Center HVAC System Upgrades

For your consideration, Schneider Electric proposes a project that includes the much needed replacement of two chillers that have reached the end of their useful life at the Civic Center. Additionally, the existing piping systems for both heating and cooling of the Civic Center and Conference Center will be tied together to ensure better operation of the building. Finally, we have included pricing for one new boiler for proper heating of the Conference Center during peak loads to accompany the tie-in of the hot water piping.

The Scope of Work for this project would include high efficiency McQuay Turbocor oil-less chillers and a Lochinvar boiler.

Scope of work details:

- **Two new high efficiency 250 ton chillers at the Civic Center**, which will replace two existing 215 ton chillers. This added capacity will ensure both energy efficiency and comfort throughout the Civic Center.
- **Chilled Water and Hot Water Piping tie-ins** will also be implemented to allow for better overall operation of the HVAC system. This will allow the new 250 ton chillers to replace the two failing 215 chillers in the Civic Center and the two old and inefficient 80 ton chillers in the Conference Center section of the building.
- A new, condensing style *high efficiency heating water boiler* will be installed in order to meet peak heating load duty for the Conference Center.
- The existing chilled water and hot water plants at the Conference Center and the Conference Center cooling tower will be demolished and removed to create more space in the mechanical room.
- This project is estimated to *reduce energy consumption* at the Civic Center by **over 20%** and would *reduce energy costs by over \$35,000* per year.
- The cost to implement these upgrades is **\$1,507,985**

The timing of this project is ASAP, as these chillers are at the end of their useful life and are possibly beyond repair in the event of a failure. The upgrades within this project will ensure that over the long term, the City can feel much more comfortable that the HVAC systems at the Civic Center are reliable, efficient and will not cause problems during events held at the Civic Center.

Many citizens of Abilene and local community organizations rely on the Civic Center for a wide range of events. The City also counts on the use of the Civic Center as a revenue source. Users of the Civic Center assume that the facility will be comfortable. For the Abilene area, this means keeping the facility cool throughout most of the year. Replacing the two chillers at the Civic Center will greatly increase the confidence of the Facilities Maintenance staff that the HVAC systems can meet the needs of the users of the Civic Center. Failure to make these upgrades could result in a scenario where the City has rented the facility for an event and the HVAC systems fail before or during the event, causing an immediate crisis management situation. Finally, the implementation of this project fits within the City's mission to promote energy efficiency and reduce operational costs while providing exceptional service to the citizens of the City of Abilene.



TO:Larry D. Gilley, City ManagerFROM:Ken Dozier, Fire Chief %

City Council Meeting Date: 9/13/12

SUBJECT: Purchase of Physio-Control Monitors/Defibrillators

GENERAL INFORMATION

It was decided by Council in November 2010 that the Physio-Control LifePak 15 would be the monitor/defibrillator of choice for the AFD. These initial units were placed on our eight engines. Now that we have additional paramedics, we plan to place these three additional LifePak 15's on our ladders. With this addition, all front-line equipment/crews will be equipped with these critical monitors/defibrillators.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The total cost for this purchase is \$90,311.85

STAFF RECOMMENDATION

Staff recommends the purchase of 3 additional Physio-Control LifePak Monitor/Defibrillators

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS

List of equipment and accessories to be purchased. Letter of sole source provider

Prepared by:		Disposition by City Council
		□ Approved Ord/Res#
Name Ken Dozier		Denied
		□ Other
Title Fire Chief	Item No. ^{6.3}	
		City Secretary

Attachment to Lawson requisition



Lieutenant Derek Briggs To: Abilene Fire Dept 250 Grape St Abilene, TX 79601 Phone: (325) 676-6102 derek.briggs@abilenetx.com Physio-Control, Inc. 11811 Willows Road NE P.O. Box 97023 Redmond, WA 98073-9723 U.S.A www.physio-control.com www.medtronic.com tel 800.442.1142 fax 800.732.0956

Quote#:	1-235429116
Rev#:	3
Quote Date:	08/07/2012
Sales Consultant:	Mitchell Nelson
	800-442-1142 x 72746
FOB:	Redmond, WA
Terms:	All quotes subject to cre

All quotes subject to credit approval and the following terms & conditions

Co	ntract:	None		Exp Date:		11/05/2012		
Line	Catal	og # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1		-000045 - LP15 MONITOR/DEFIB, CPR, to 360J, SPO2, 12L GL, NIBP, CO2, , BT	3	\$29,995.00	\$4,499.25	\$0.00	\$25,495.75	\$76,487.25
	ELEC - 2133 00043	JDED AT NO CHARGE: 2 PAIR QUIK-CON TRODES PER UNIT - 11996-000091, TES 0-001365, Service Manual CD-ROM 21340 8, ShipKit- (RC Cable) 41577-000138. HAF LES, BATTERIES AND CARRYING CASE I JDED.	r load Rd					
2		-001176 - LI-ION BATTERY 5.7 AMP CAPACITY	6	\$400.00	\$60.00	\$0.00	\$340.00	\$2,040.00
		ARGEABLE LITHIUM-ION, WITH FUEL GA						
3		-000017 - LNCS DCI, ADULT SPO2 OR REUSABLE	3	\$278.00	\$41.70	\$0.00	\$236.30	\$708.90
	LNCS 1863	DCI,ADULT SPO2 SENSOR,REUSABLE,R	EF					
4	11577	-000002 - KIT - CARRY BAG, MAIN BAG	3	\$268.00	\$40.20	\$0.00	\$227.80	\$683.40
		SSORY 11577-000002 LP15 KIT CRY BAG es shoulder strap 11577-000001						
5	11220	-000028 - Top Pouch	3	\$48.00	\$7.20	\$0.00	\$40.80	\$122.40
		e for sensors and electrodes. Insert in place rd paddles.	e of					
6	11260 POUC	-000039 - KIT - CARRY BAG, REAR H	3	\$69.00	\$10.35	\$0.00	\$58.65	\$175.95
	KIT - C	ARRY BAG, REAR POUCH						
7		9-001005-2 - POS - 2 YEAR . On-site and one inspection per year. Price per	3	\$2,066.00	\$0.00	\$0.00	\$2,066.00	\$6,198.00
8	50999- ZONE	-000119 - ZONE TRAVEL CHARGE: 3	2	\$190.00	\$0.00	\$0.00	\$190.00	\$380.00
9		000323 - MASIMO SET RED LNCS NT CABLE - 4 FEET	3	\$190.00	\$28.50	\$0.00	\$161.50	\$484.50
	RED L	NC-04, PATIENT CABLE, 4FT, REF 2055						
10	21996	000085 - 3G Modem - Verizon	3	\$999.00	\$149.85	\$0.00	\$849.15	\$2,547.45
	Custor	ner provides own data plan.						

	Rev#:		1-235429116 3 08/07/2012		
Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	\$299.00	\$0.00	\$0.00	\$299.00	\$299.00
SUB T		\$90,126.85			
ESTIM		\$0.00			
ESTIM	ATED SHIP	PING & H/	ANDLING		\$185.00
GRAN	D TOTAL				\$90,311.85
P					
C		\$104,818.00 - \$14,691.15 + \$185.00			
ODAN	\$90,311.85				
	1 ESTIM ESTIM GRAN	Rev#: Quote Qty Price 1 \$299.00 SUB TOTAL \$25000 ESTIMATED TAX \$251000 ESTIMATED SHIF GRAND TOTAL Pricing Summ List Price: Cash Discounts Tax + S&H:	1 \$299.00 \$0.00 SUB TOTAL ESTIMATED TAX ESTIMATED SHIPPING & H/ GRAND TOTAL Pricing Summary Totals List Price: Cash Discounts: Tax + S&H:	1-235429116 Rev#: 3 Quote Date: 08/07/2012 Qty Price Unit Disc Trade-In 1 \$299.00 \$0.00 \$0.00 SUB TOTAL \$0.00 \$0.00 \$0.00 SUB TOTAL ESTIMATED TAX ESTIMATED SHIPPING & HANDLING GRAND TOTAL Pricing Summary Totals List Price: Cash Discounts: Summary Totals Summary Totals	1-235429116 Rev#: 3 Quote Date: 08/07/2012 SUB TOTAL Substance Substance SUB TOTAL Priceing Summary Totals List Price: Cash Discounts: Tax + S&H: Substance

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER A PURCHASE ORDER IS	CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)
REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS	NAME
AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE	TITLE
WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:	DATE

Ref. Code: MA/20004243/1-3UODNF

Notes:

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Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

 $k_{1}^{2} = 0$

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid an exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (ÚSA) Sales Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or nondelivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, Including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.



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Physic Cratest, P., 113411 W. Socs Read NE, P.O. Sex 97006, Rodonaud, 24 38052 Tel 625 Serf-ecolo, Tolkfree Adv.444, 1142

www.jibysia.contral.com

October 21, 2010

Chief Dozier Abilene Fire Dept 250 Grape Street Abilene, TX 79601

Dear Chief Dozier:

In response to your recent request, I am writing to confirm that Physio-Control, Inc. is the sole source provider for the LIFEPAK[®] defibrillator, defibrillator/monitor, and monitor/defibrillator family of products in your marketplace; including, LIFENET[®] Data Management Solutions, LIFEPAK brand accessories, repair parts, upgrades, and factory authorized services. Physio-Control does not utilize the services of any authorized distributors in the sale of our products in your marketplace.

Best regards,

Daniel Finney Principal Contract Analyst Physio Control, Inc. 11811 Willows Road NE Redmond, WA 98052-2003



City Council Meeting Date: 09/13/12

TO: Larry D. Gilley, City Manager

FROM: Megan R. Santee, Director of Public Works

SUBJECT: First Reading - Ordinance Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," of the Abilene Municipal Code

GENERAL INFORMATION

This item consists of changes to Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules" of the Abilene Municipal Code to make adjustments for regulation and enforcement of traffic controlled intersections. The change is to Section 18-291, "Through streets; stop, yield intersections" to add provision for a four-way stop at the location of Lynbrook Drive and Peppermill Lane.

FUNDING/FISCAL IMPACT

The traffic control devices necessary to implement the changes to the Abilene Municipal Code are funded in the Traffic Engineering Division Budget.

STAFF RECOMMENDATION

The staff recommends approval of the first reading and setting a second reading and public hearing for the September 27th Council meeting.

ATTACHMENTS

Ordinance

Prepared by:		Disposition by City Council
		□ Approved Ord/Res#
Name: Megan R. Santee		Denied
Title: Director of Public Works		□ Other
The. Director of Fublic Works	Item No. <u>6.4</u>	
		City Secretary

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE AMENDING CHAPTER 18, "MOTOR VEHICLES AND TRAFFIC", OF THE CODE OF THE CITY OF ABILENE, TEXAS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

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

- **PART 1:** That Chapter 18, "Motor Vehicle and Traffic" of the Code of Ordinances, City of Abilene, Texas, is hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.
- **PART 2:** That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.
- **PART 3:** That any person, firm, or corporation violating the provisions of this Ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.
- **PART 4:** 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 FIRST READING this _____ day of ______, 200_.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on _____ day of _____, 200_, the same being more than 24 hours prior to a public hearing being held in the

Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the _____ day of _____, 200_, to permit the public to be heard. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING this ____ day of _____, 200_.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

<u>EXHIBIT A</u>

Section 18-291 – Through streets; stop, yield intersections

ADD:

<u>Street</u> <u>Intersection or extent</u>

Lynbrook Drive From Chimney Rock Rd. to Memorial Drive



TO: Larry D. Gilley, City Manager

City Council Meeting Date: 09/13/12

FROM: Mindy Patterson, Director of Finance

SUBJECT: Award of Bid – Platform Dump Truck For Street Services

GENERAL INFORMATION

Fleet Management seeks approval to purchase a Platform Dump Truck to be assigned to the Street Services Division of the Public Works Department. The unit is to replace a truck that is worn out and no longer cost effective to maintain. The truck is used in towing and hauling of construction equipment along with patching and sawing tools for the maintenance and repair of streets and alley ways.

Advertisements were published on August 5, 2012 and August 12, 2012. Bids were opened on August 21, 2012 at 11:00 A.M. Nine (9) bid invitations were requested with two (2) vendors submitting a bid.

SPECIAL CONSIDERATIONS

Both bidding vendors met specifications. Corley-Wetsel is local and is within the 5% local preference allowance.

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

It is recommended that Bid CB-1234 be awarded to Corley-Wetsel of Abilene, Texas.

BID TABULATION

See attached.

Prepared By:		Disposition by City Council
Name <u>Cheri Carter</u>		Approved Denied OtherOrd/Res #
Title <u>Fleet Analyst</u>	Item No <u>. 6.5</u>	City Secretary

CITY OF ABILENE PURCHASING DIVISION TABULATION OF BIDS													PAGE 1 OF 1		
BID NO.: TIME OF	VENT: FLEET MANAGEMENT CB - 1234 OPENING: 11:00 OPENING: AUGUST 21, 2012			ROBERTS TR TYE, TX	UCK CENTER	CORLEY-WE ABILENE, T									
ITEM	DESCRIPTION	ΩΤΥ	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	PLATFORM DUMP TRUCK	1	EA		\$73,854.00		\$76,903.00								
	BASE BID														
	DISCOUNT														
	TOTAL BID				\$73,854.00		*\$76,903.00								
*NOTES:	INDICATES RECOMMENDED AWARD														



TO: Larry D. Gilley, City Manager

City Council Meeting Date: 09/13/12

FROM: Mindy Patterson, Director of Finance

SUBJECT: Award of Bid – Dump Truck For Street Services

GENERAL INFORMATION

Fleet Management seeks approval to purchase a Dump Truck to be assigned to the Street Services Division of the Public Works Department. The unit is to replace a truck that is worn out and no longer cost effective to maintain. The truck is used to transport and haul a variety of materials such as asphalt, base and dirt to and from job sites during the routine construction and maintenance of streets and alley ways.

Advertisements were published on August 5, 2012 and August 12, 2012. Bids were opened on August 21, 2012 at 11:00 A.M. Eleven (11) bid invitations were requested with two (2) vendors submitting a bid.

SPECIAL CONSIDERATIONS

Corley-Wetsel of Abilene, Texas was the out-right low bid. Both bidding vendors met specifications.

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

It is recommended that Bid CB-1235 be awarded to Corley-Wetsel of Abilene, Texas.

BID TABULATION

See attached.

Prepared By:		Disposition by City Council
Name <u>Cheri Carter</u>		Approved Denied OtherOrd/Res #
Title <u>Fleet Analyst</u>	Item No <u>6.6</u>	City Secretary

CITY OF ABILENE PURCHASING DIVISION TABULATION OF BIDS													PAGE 1 OF 1		
BID NO. TIME OF	MENT: FLEET MANAGEMENT : CB - 1235 OPENING: 11:00 OPENING: AUGUST 21, 2012			CORLEY-WET ABILENE, TX		ROBERTS T TYE, TX	RUCK CENTER								
ITEM	DESCRIPTION	ΟΤΥ	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	DUMP TRUCK	1	EA		\$101,117.00		\$104,498.00								
	BASE BID														
	DISCOUNT														
TOTAL BID *\$101,117.00						\$104,498.00									
*NOTES:	INDICATES RECOMMENDED AWARD														



TO: Larry D. Gilley, City Manager

City Council Meeting Date: 09/13/12

FROM: Mindy Patterson, Director of Finance

SUBJECT: Award of Bid – Water Truck For Street Services

GENERAL INFORMATION

Fleet Management seeks approval to purchase a Water Truck to be assigned to the Street Services Division of the Public Works Department. The unit is to replace a truck that is worn out and no longer cost effective to maintain. The purpose of the truck is to water down base material on streets and alley ways during repairs and maintenance of the infrastructure.

Advertisements were published on August 5, 2012 and August 12, 2012. Bids were opened on August 21, 2012 at 11:00 A.M. Nine (9) bid invitations were requested with two (2) vendors submitting a bid.

SPECIAL CONSIDERATIONS

Both bidding vendors met specifications. Corley-Wetsel is local and is within the 5% local preference allowance.

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

It is recommended that Bid CB-1236 be awarded to Corley-Wetsel of Abilene, Texas.

BID TABULATION

See attached.

Prepared By: Disposition by City Council
Prepared By: Disposition by City Council Name Cheri Carter Name Cheri Carter
Name Cheri Carter
Title Fleet Analyst Item No. 6.7
City Secretary

	CITY OF ABILENE PURCHASING DIVISION TABULATION OF BIDS														
DEPARTMENT: FLEET MANAGEMENT BID NO.: CB - 1236 TIME OF OPENING: 11:00 DATE OF OPENING: AUGUST 21, 2012				ROBERTS TRUCK CENTER TYE, TX		CORLEY-WETSEL ABILENE, TX									
ITEM	DESCRIPTION	ΩΤΥ	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	WATER TRUCK	1	EA		\$89629.00		92,181.00								
BASE BID															
DISCOUNT															
TOTAL BID					\$89,629.00		*\$92,181.00								
*NOTES:	INDICATES RECOMMENDED AWARD														